Remuneration Committee 9 November 2023



Expenses Policies review

Executive Summary

The expenses policies for Partners, employees and Council members were last reviewed in 2022. The Partner Project Lead and the Finance Department hold join ownership of the fees and expenses policy for HCPC Partners, the Head of HR is responsible for the expenses policy for employees and the Governance team is responsible for the fees and expenses policy for Council and Committee members. The review of the fees and expenses policy for HCPC Partners was conducted by both owners and reviewed by the interim Head of FTP and Operational Managers in Scheduling and Hearings. The expenses policy for employees and fees and expenses policy for Council and Committee members were then updated to reflect these changes where applicable.

There main changes made to the fees and expenses policy for HCPC Partners were as follows:

- Added clarification about VAT payments
- Added that we only pay cancellation fees where no alternative work can be found (applicable to partners only)
- Removal of all references to first class travel
- Responsibility of partner to cancel hotel bookings within 48 hours where work has been cancelled to avoid any cancellation fees
- Removal of reimbursement of travel card
- Air travel only if not reachable by train or with prior approval
- Added 'contactless payment'
- Submission of the relevant bank statement line when claiming contactless payment for inner London travel
- No reimbursement of congestion charge zone cost
- No reimbursement of central London parking fees
- Removed breakfast claim on first day when traveling from home

- Removed mentioning of airport first-class lounges and claim for upgrades
- Removed additional claims of non-alcoholic beverages up to £5 a day (e.g. coffee on train), which is not covered under the meal allowance
- Removal of claiming for additional childcare cost
- Added a paragraph regarding reasonable adjustments
- Added an EDI statement.

An equality impact analysis (EIA) was completed (included at Annex A) to mitigate potential risk around one of the changes.

The following documents are included as Annexes to this paper:

- A. EIA
- B. Fees and Expenses Policy for HCPC Partners
- C. Expenses policy for Employees
- D. Fees and Expenses Policy for Council and Committee members.

Previous consideration	The revised Partner expense policy has been approved by ELT in September 2023.
Decision	The Committee is asked to review and approve the expense policies.
Next steps	The new policies will be launched on 1 January 2024.
Strategic priority	Build a resilient, healthy, capable and sustainable organisation
Financial and resource implications	The revised policies have no negative financial or resource implications.
EDI impact	Please see Annex A.
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Equality Reflection (Level 1)

For background information on how to complete this form, read **Appendix 1**. Delete guidance text as you complete the form. Guidance text is suggested (not required) content.

Section 1: Project overview

Project title: Update Partner Expense Policy		
Version: Draft version 20092023	Previous approved versions: 01012022	

What are the intended outcomes of this work?

- Ensure a fair approach
- Align our approach with other regulators
- Reduce cost and the risk of higher claims

The current Partner Expense Policy allows partners to claim for childcare for up to £65 per day per child while providing services for us. The requirements for a claim are that the partner is away from home on HCPC business, and that childcare would not normally be in place for that period.

No other regulators provide this benefit as a standard option to their partners (only one provides it on a case-by-case basis).

Other changes to the policy are as follows:

- Adding clarification about VAT payments
- Adding that we only pay cancellation fees where no alternative work can be found
- Removal of all references to first class travel
- Responsibility of partner to cancel hotel bookings within one day where work has been cancelled to avoid any cancellation fees
- Removal of reimbursement of travel card
- Air travel only if not reachable by train or with prior approval
- Add 'contactless payment'
- Submission of the relevant bank statement line when claiming contactless payment for inner London travel
- No reimbursement of congestion charge zone cost
- No reimbursement of central London parking fees

- Removed breakfast claim on first day when traveling from home
- Removed mentioning of airport first-class lounges and claim for upgrades
- Removed additional claims of non-alcoholic beverages up to £5 a day (eg coffee on train) which is not covered under the meal allowance
- Added a paragraph regarding reasonable adjustments
- Added EDI statement

The above changes are not included in this EIA as they have no EDI relevance.

Who will be affected?

HCPC partners

- 637 partners in 785 roles
- Female 64%
- Male 36%
- Age breakdown

20-29	7	1%
30-39	72	11%
40-49	152	24%
50-59	232	36%
60-69	140	22%
70+	34	5%

Section 2: Key EDI information

The following are protected characteristics under the Equality Act 2010.

Age: children, younger and older people

Disability: physical and mental health conditions. Think: 'invisible disabilities'

• Gender reassignment: includes individuals at all stages of transition

Race: includes nationality, citizenship, ethnic or national origins.
 Religion or belief: religious and philosophical beliefs, including lack of belief

• Sex: gender; men, women and non-binary identities

• Sexual orientation: heterosexual, lesbian, gay, bi-sexual and other orientations

• **Pregnancy and maternity:** people who are pregnant, expecting a baby,

up to 26 weeks post-natal or breastfeeding

Marriage and civil partnerships: all unions, including same-sex

Section 3: Reflective Summary

Describe any possible impacts to groups or individuals with the characteristics listed at section 2 that may arise from this work. You may also consider connected issues or characteristics such as socio-economic group, area inequality, income, resident status and other barriers to access.

What do you consider to be the possible EDI implications of this work?

Explain how you have come to these conclusions.

We were concerned that removing allowance for childcare might primarily impact women and disproportionately reduce the number of women who felt that they could take up a partner role with HCPC as they are more likely to have a greater share of childcare responsibilities and are more likely to be responsible for organising childcare.

However, when we looked at how often this benefit had been paid to partners in recent years, we were able to see that in the last five years only two partners claimed childcare payments – one was male, one was female.

During our 2019 partner fees review all regulators were asked if they provide childcare payments to help us understand the approach used by other similar organisations. Only the General Pharmaceutical Council offered them, and only then on a case-by-case basis.

Providing a childcare benefit to partners was envisaged to be a tool in our approach to attracting a diverse partner pool, its very limited usage suggests this has not been an impactful factor and by leaving it in, it risks being difficult to manage with no real benefit. It also no longer applies to most of the services provided due to remote working.

The partner pool has a higher percentage of females which indicates that a change to the policy might be seen as discriminative as it is more likely that females require additional childcare when providing services. In the last five years two partners have made claims at a total cost of £284.18. One partner was male, and one was female. The female partner no longer provides services for us.

The policy only considers partners and doesn't apply to employees or other suppliers. It provides partners with an unfair advantage, and this could raise concerns. The cost, while low in the past, can not be capped as long as claims are made within policy. Many partners work across other regulators who don't offer the same benefit.

Section 2: Welsh Language Scheme

How might this project engage our commitments under the Welsh Language Scheme? Not applicable

Section 4: Action plan

Summarise the key actions required to improve the project plan based on any gaps, challenges and opportunities you have identified through this reflection.

In developing your action plan, consider:

- How will the project eliminate discrimination, harassment and victimisation?
- How will the project advance equality of opportunity?
- How will the project promote good relations between groups?
- . How will you monitor equality impacts arising from this work going forwards?

Summary of action plan

My recommendation is to remove the benefit altogether, but as an initial change we could consider a similar approach to the General Pharmaceutical Council and offer the benefit on a case-by-case basis in exceptional circumstances and monitor any incoming requests (with an indication of a maximum limit).

You may choose to use the action plan template in the EDI Impact Assessment document (for new or major projects or policies) to develop specific action points.



EDI should be an ongoing consideration throughout any project.

Where EDI issues are raised after this reflection and action plan have been agreed, you should make a note and update this document if necessary.

Any project identified as unlawfully discriminatory must not be progressed.

Reflection completed by: Uta Pollmann	Date: 7 September 2023	
Reflection approved by:	Date:	

Fees and Expenses Policy for HCPC Partners

Introduction

- This policy sets out rules and guidance for Partners on how their fees will be paid and how to claim their expenses while carrying out work on behalf of the HCPC.
- 2. Partners are expected to act honourably and sensibly within the spirit of this policy.
- 3. The revised policy came into effect from 1 January 2024.
- 4. The rates and allowances in this policy are intended to provide a reasonable standard of travel, accommodation and subsistence consistent with HCPC's position as a public sector body funded by Registrants' fees. Rates are kept under review, including feedback from Council and Committee members, Partners and employees, and from time to time, the Council will make changes to the rates quoted in this policy. These changes will be notified to Partners.
- 5. The HCPC shall reimburse Partners, on production of itemised receipts satisfactory to the HCPC, for all reasonable expenses actually and necessarily incurred by Partners in relation to their HCPC work. Non-itemised debit/credit card receipts will not be accepted.
- 6. Expenses will only be reimbursed to the extent that they have been paid for by the Partner in money. Expenses that have been bought with promotional points or vouchers or other non-monetary forms of settlement cannot be reimbursed.
- 7. Expenses will only be paid if approved by the HCPC. If Partners are uncertain as to whether an expense will be reimbursed, they should seek clarification from the relevant HCPC departmental manager before the expense is incurred.
- 8. Partners are expected to arrange their travel and accommodation in the way that is most cost effective for the HCPC, while minimising the environmental impact.
- 9. The HCPC's prior approval is required for any non-travel or accommodation related expense that is greater than £100. If expenses fall outside this policy, the HCPC may contact Partners to seek clarification over the expenditure. Partners are advised that reimbursement may be delayed in these circumstances. HCPC reserve the right to reject payment for expenses that are not compliant with the policy.

- 10. Should further clarification or advice be required with regards to this policy, please contact the <u>Partner Team</u> or the <u>Finance department</u>.
- 11. We will not pay any VAT in addition to the amount stated on the receipt submitted.

Submitting Expenses Claims

- 12. Partners must submit their claims for reimbursement of expenses electronically by email to finance@hcpc-uk.org with scanned or photographed copies of the itemised receipts showing the date of purchase.
- 13. All claims should be made on the HCPC Partner Expense Form, which can be found on the <u>Partner Portal</u> and on the <u>HCPC website</u>.
- 14. All claims submitted must be accompanied by scans or photographs of supporting receipts. If a receipt is misplaced, every reasonable effort should be made to obtain a replacement copy from the supplier. If the receipt is not located, the circumstances and the details of the purchase should be explained on the claim form or in the covering email.
- 15. Partners are required to submit their claims directly to the Finance Department at the HCPC within three calendar months in which the work is carried out. If the partner does not submit within the specified period they forfeit the reimbursement. Expenses will be paid direct into the Partner's bank account.

Fees

- 16. HCPC will pay Partners' fees proactively based on HCPC's records of the work done (for example, assessments completed, days of hearing attended by panel members). Partners are not required to submit invoices. HCPC's remittance advices will provide details of the work for which payment is made. Partners should compare remittance advices with their own records of the work done and query any discrepancy with the department that commissioned the work.
- 17. The daily rates or case rates payable to Partners are set out in the schedule to the Partner Agreement. Any changes to the rates will be communicated to Partners.
- 18. For any work undertaken lasting 3.5 hours or less, Partners from all roles will be paid a half day fee. This excludes any reading time. Partners are reminded that HCPC does not pay reading or travelling time.
- 19. If a Partner is booked for Fitness to Practise work, which requires attendance and is cancelled, postponed, adjourned or concludes early, the fees that will be paid to Fitness to Practise Panel Members, Panel Chairs, and Legal Assessors will be based on when a panel is notified that scheduled work will no longer go

Remuneration about and where 1202 alternative regard can be allocated by us. Each day that a Expenses Policies review

Partner is booked to attend HCPC for Fitness to Practise work is dealt with separately, even if they are consecutive days. Notification is treated as given on a working day if it is communicated to Partners by 5pm on that day; notifications after 5pm are treated as given on the following working day.

20. Cancellation fees for Fitness to Practise work are as follows:

When notification is given that attendance at a FTP panel on a previously booked day is not required	Fee payable
Notification on the day of attendance, or on the working day before attendance:	full fee for that day of attendance when no alternative paid work is undertaken on the cancelled days
Notification more than 1 working day but less than 5 working days before the attendance:	½ day fee for that day of attendance when no alternative paid work is undertaken on the cancelled days
Notification 5 or more working days before the attendance:	no fee

- 21. If a CPD, test of competence or aptitude test assessment day is cancelled the same cancellation rates apply as for FTP panels.
- 22. If Education Visits are cancelled, the following will be reimbursed to Visitors:

When notification is given that a Visit has been cancelled	Fee payable
Cancellation on day of visit:	full fee for all previously scheduled days of the Visit up to a maximum of 3 days
Cancellation before 5pm on the day before the visit but less than 5 working days before the visit	one day's fee regardless of the length of the Visit
Cancellation 1-8 calendar weeks before:	one ½ day fee regardless of the length of the Visit
Cancellation more than 8 calendar weeks before:	no fee

- 23. Notification is treated as given on a working day if it is communicated to Partners by 5pm on that day; notifications after 5pm are treated as given on the following working day.
- 24. No payments will be made when a partner cancels the work allocated to them.
- 25. Partners are self-employed contractors and are responsible for their own tax affairs. The HCPC will pay fees gross, without deductions for tax and National Insurance. Further information can be found in the Partner Agreement.

Tavel Management Company

- 26. HCPC has appointed a travel management company through a government framework contract. The travel management framework agreement provides an efficient business process to HCPC. Rail and air travel and hotel accommodation **must** be booked through the HCPC's contracted travel management company. The performance of the travel management company is reviewed at regular intervals and the contract provides a process to address any performance issues.
- 27. All travel should be booked at the earliest opportunity as cheaper rates can be obtained. Bookings should be made at least one month in advance unless the booking of the Partner time occurs less than one month in advance and tickets should be refundable.
- 28. Where the start time of a meeting is known an advanced ticket must be purchased on a specific scheduled train or flight. In some cases, purchasing two single tickets may be cheaper than purchasing a return ticket. Open tickets for the entire journey (i.e. an open return type ticket) are not permitted. However, if the end time of an event is unknown then an open ticket may be purchased for the return leg of the journey only.
- 29. Partners need to present the booking confirmation when checking into the hotel. This can be either printed or accessible through a mobile phone.
- 30. Bookings through the travel management company should be made on-line via the link on the Partners page of the HCPC website. On-line bookings are free of charge for train and hotel bookings, but fees are charged for bookings by telephone or email. Air travel bookings incur a charge both online and via telephone or email.
- 31. Bookings made though the travel management company are covered by their cancellation policy. Rail travel bookings can be cancelled on-line free of charge. However, the cancellation of hotel bookings is dependent on the type of room booking made, as some cheaper room-only rates are non-refundable.

need to be made within 48 hours of receiving notification that the related meeting, hearing or visit has been cancelled to minimise cancellation charges. When a rail booking is cancelled after the tickets have been delivered or collected, the tickets must be returned to the travel management company in order to obtain any refund. Email travel@hcpc-uk.org for the forms.

Travel and Subsistence

- 33. Reasonable rates are payable for travelling and subsistence costs to reimburse the out of pocket expenses incurred. If only a proportion of the expense is HCPC related (for example a journey that combines HCPC business and other business), only the relevant pro-rata share of the expense should be claimed. If the Partner already holds a season ticket for the relevant journey, no additional cost has been incurred and therefore no cost can be claimed.
- 34. The HCPC encourages Partners to use environmentally friendly transport to minimise the organisation's carbon footprint, for example, using public transport where possible, choosing rail travel over air travel or travelling in an electric vehicle rather than a car with a petrol or diesel engine.
- 35. Travel will be reimbursed to the Partner's registered home address or an alternative destination if the claim is equal or lower to the travel expense to their home address.
- 36. Any costs incurred travelling from outside the UK will not be reimbursed.

Rail

37. All rail travel on HCPC business must be booked at standard class. The only exceptions to this are where first class travel has been agreed in advance as a reasonable adjustment for a Partner with a disability or with other mobility issues.

Air fares

- 38. Air travel should only be used in exceptional circumstances and when no other travel option is available or viable. Prior approval for air travel is required from the Partners team.
- 39. Partners are required to purchase carbon-offsetting in relation to <u>all</u> air fares. HCPC will reimburse where such claims are submitted in accordance with paragraphs 12-15 above (Submitting Expense Claims). Partners may use airlines own schemes or Atmosfair.
- 40. For travel outside the UK on HCPC business (e.g. approval visits), a foreign travel authorisation form is required to be submitted by the relevant department for the Chief Executive's approval. Approval must be obtained before any overseas travel or accommodation is booked.

Tube, coach and bus fares

41. All tube, coach and bus fares will be reimbursed as incurred. Those partners travelling within London are encouraged to use an Oyster Card or use a contactless debit/credit card in order to take advantage of the cheaper fares available. A receipt or a copy of the relevant line in your bank statement will be required when claiming a reimbursement.

Car travel

42. Partners' own cars can only be used for travel on HCPC business where it is the most cost efficient way of travelling or where other forms of travel are not available. Electric cars should be used where this option is available. Partners must have the appropriate insurance cover for business use of the car. The mileage allowances are in accordance with HMRC rates, which are subject to change from time to time. The current rates are as follows:

Cars:

1st 10,000 miles:45p per mile Additional miles: 25p per mile

Motorcycles: 24p per mile Cycles: 20p per mile

- 43. These rates will apply equally to petrol, diesel, hybrid and electric vehicles. While running costs for electric vehicles are significantly lower than rates above, HCPC wishes to incentivise use of electric vehicles
- 44. Expenses incurred in respect of tolls, parking and ferries may be claimed.
- 45. No car journeys will be reimbursed when travelling into central London, as public transport is widely available. Driving through any congestions charging zone should be avoided.
- 46. No reimbursement of congestion charge zone, ULEZ charge and central London parking fees will be paid.

Taxi fares

- 47. Where practicable, public transport should be used rather than taxis. Taxi fares will only be reimbursed in the following circumstances:
 - where a taxi will be cheaper than public transport (for example, if two or more employees/partners share a taxi);
 - where public transport is unavailable;
 - if carrying heavy/bulky luggage or heavy/bulky HCPC equipment; and
 - where there is a reasonable adjustment which has been preapproved by the Partner team.

48. Taxi fares will only be reimbursed where it is clearly stated on the claim the reason for getting a taxi and the journey taken. This must be supported by a receipt. It is envisaged that journeys with hearings bundles would be restricted to the arrival at the start of the hearing only, and provision to safely store bundles overnight at the venue will be made.

Hotel

- 49. Hotel accommodation can only be booked for the night prior to providing services if the partner otherwise has to leave home before 06:00 and for the night following the engagement if the partner would return home after 22:00. Accommodation may also be booked under reasonable circumstances (e.g. lack of available public transport to ensure the partner arrives on time), which requires prior authorisation from the Partners team.
- 50. Hotel accommodation must be booked though the HCPC's travel management company and partners must use HCPC's preferred hotels as indicated on the website.
- 51. Hotel bookings must be made with a reasonable cancellation policy in place (either 24 or 48 hours prior to arrival).
- 52. The maximum nightly rates for hotels including VAT are as follows:

	Room only, incl VAT £	Bed and breakfast, incl VAT £
London within the M25	170	180
Aberdeen, Belfast, Birmingham, Cardiff, Edinburgh, Glasgow and Manchester (other cities with high market rates for hotel accommodation)	140	150
All other areas in the United Kingdom	120	130

Abroad: The Executive Director prior approval is required for all overseas travel, including the choice of hotel. Hotel room rates should not exceed the equivalent rates for the UK, i.e. hotels in a capital city should not exceed the equivalent of £180 per night including VAT and breakfast; other large cities should not exceed the equivalent of £150; other areas should not exceed the equivalent of £130.

Where no hotel is available at the above stated rates, outside policy approval can be requested through the department. When a bed and breakfast rate is booked, the cost attributable to breakfast does not matter so long as the total is within the bed and breakfast limit in the table. When a room only rate has been

booked, breakfast may still be taken in the hotel provided the total for the room plus breakfast is within the bed and breakfast limit in the table, and the breakfast is charged on the hotel bill. Alternatively, when a room only rate is booked, breakfast may be taken outside the hotel subject to the £10 limit per paragraph 56.

53. If Partners are requested to travel outside the UK on HCPC business, subsistence and accommodation costs outside the UK will be considered on a case-by-case basis.

Other accommodation

54. £35 may be claimed when Partners are required to stay away from home on HCPC business and choose to stay with friends and family. This amount covers all costs including accommodation, evening meal and breakfast. No claim can be made by anyone staying in their own property.

Meals

- 55. This section covers meals paid for by Partners while on day to day HCPC business, and meals charged to Partners' hotel bills. HCPC will not pay for the cost of alcohol. The maximum allowances for meals stated below are for the cost of food and non-alcoholic drinks.
- 56. Reasonable expenses will be reimbursed where costs for meals have been incurred with the following maximum allowances:

Breakfast £10 (when purchased outside the hotel); Lunch £10; Evening Meal £25 (whether taken inside or outside the hotel).

- 57. Breakfast can be claimed when staying in overnight accommodation. An evening meal can be claimed when arriving home after 8pm, when not staying in overnight accommodation.
- 58. Lunch can be only be claimed when a partner has been contracted for their services for a whole day and where lunch has **not** been provided by the HCPC.
- 59. Tray charges for room service may be claimed provided the total cost of the meal including the tray charges is within the maximum allowance for the applicable meal.
- 60. Where a partner pays for and claims the cost of meals of other HCPC employees/partners, the names of the other individuals must be stated on the claim form.
- 61. Where a meal is provided by the HCPC, claims for alternative food purchased will not be paid.

Emergency booking guidelines

62. Partners will be able to make an emergency booking, without prior approval, with a Click operator for one night only during out of HCPC office hours. Any consecutive nights would need to be booked via the platform.

Other business travel expenses

63. Pay-per-use Wi-Fi connections may only be claimed by legal assessors who attend FTP hearings due to the nature of their work. Claims must be supported by itemised receipt/ proof of purchase.

Child and other caring responsibilities

64. Payments for child and other caring responsibilities will be considered on a case-by-case basis and require pre-authorisation. Anyone wishes to claim for child or other caring responsibilities needs to contact the Partner Team for pre-authorisation. We will only pay this benefit in exceptional circumstances to a maximum cost of up to £65. The payment of a daily allowance will only be considered in respect of care for children and dependents while the Partner is away from home on HCPC business and when the care is not normally in place for that period of time.

Support workers to assist disabled partners

65. An allowance of up to £65 per day is payable for the cost of a support worker accompanying a Partner to a meeting or event of the HCPC, where the Partner's attendance is required and where the cost of the support worker is not covered by Access to Work funding. In those circumstances, support workers' travel and accommodation must also be booked through the travel management company, and support workers' travel, accommodation and subsistence are subject to the provisions as set out above.

Partners who require a reasonable adjustment outside this policy

66. If a partner requires a reasonable adjustment which falls outside the scope of this policy, they need to refer to the reasonable Adjustment Policy and contact the Partner Team to pre-authorise any adjustments.

Abuse of the Policy

67. If it is found that a Partner has abused this policy then the HCPC will reserve the right to take further action which may lead to the termination of their contract.

Review of the Policy

68. This policy will be reviewed on an annual basis by HCPC's Executive Leadership Team with any issues or proposed changes to be brought to the

attention of the relevant Committee for approval.

Equality, Diversity and Inclusion Statement

- 69. The HCPC adopts a zero-tolerance approach to discrimination on any of the protected grounds in the Equality Act 2010.
- 70. We are committed to providing equal opportunities to all current and prospective partners regardless of age, disability, sex, sexual orientation, pregnancy and maternity, race or ethnicity, religion or belief, gender identity, or marriage and civil partnership.
- 71. We will take positive steps to ensure that our applicants and partners can enjoy an experience that is fair, equitable and free from discrimination in their dealings with us.



Expenses Policy for Employees

Introduction

- 1. This policy sets out rules and guidance for employees on how to claim expenses while carrying out work on behalf of the HCPC.
- 2. Employees are expected to act honourably and sensibly within the spirit of this policy.
- 3. The revised policy came into effect from 1 January 2024.
- 4. The rates and allowances in this policy are intended to provide a reasonable standard of travel, accommodation, and subsistence consistent with HCPC's position as a public sector body funded by Registrants' fees. Rates are kept under review, including feedback from Council and Committee members, Partners, and employees, and from time to time, the Council will make changes to the rates quoted in this policy. These changes will be notified to Employees.
- The HCPC shall reimburse employees, on production of itemised receipts satisfactory to the HCPC, for all reasonable expenses actually and necessarily incurred by employees in relation to their attendance at meetings or events where they are representing the HCPC. Non-itemised debit/credit card receipts are not accepted.
- 6. Expenses will only be reimbursed to the extent that they have been paid for by the employee in money. Expenses that have been bought with promotional points or vouchers or other non-monetary forms of settlement cannot be reimbursed.
- 7. Expenses will only be paid if approved by the HCPC. If employees are uncertain as to whether an expense will be reimbursed, they should seek clarification from their line manager before the expense is incurred.
- 8. Employees are expected to arrange their travel and accommodation in the way that is most cost effective for the HCPC, while minimising the environmental impact.
- 9. The Chief Executive's prior approval is required for international travel, before any booking is made. The employee's line manager's prior approval is required for any non-travel or accommodation related expense that is greater than £100. HCPC reserve the right to reject payment for expenses that are not compliant with the policy.



- 10. Should further clarification or advice be required with regards to this policy, please contact your line manager or the Finance department.
- 11. We will not pay any VAT in addition to the amount stated on the receipt submitted.

Submitting Expense Claims

- 12. Employee expense claims, authorised by the relevant line manager with supporting itemised receipts showing the date of purchase, must be submitted via email on the claim form provided for the purpose which can be found on the intranet.
- 13. All claims submitted must be accompanied by supporting receipts. If a receipt is misplaced, every reasonable effort should be made to obtain a replacement copy from the supplier. If the receipt is not located, the circumstances and the details of the purchase should be explained on the claim form or in the covering email.
- 14. Employees are asked to submit their claims within three calendar months of the expense having been incurred. If the employee does not submit within the specified period, they forfeit the reimbursement.
- 15. Payments of expenses will be made into employees' bank accounts.
- 16. Line managers are responsible for reviewing claims and confirming that the policy has been followed. In authorising a claim, the line manager confirms that the expense was necessarily incurred on HCPC business and that the amounts claimed are within the relevant policy limits.
- 17. All claims will be processed through our purchase requisition system (WAP), following line manager authorisation, to ensure that business related expenses are visible and approved by the most appropriate member of the management team before payment is processed.

Travel Management Company

- 18. HCPC has appointed a travel management company through a government framework contract. The travel management framework agreement provides an efficient business process to HCPC. Rail and air travel and hotel accommodation must be booked through the HCPC's contracted travel management company. The performance of the travel management company is reviewed at regular intervals and the contract provides a process to address any performance issues.
- 19. All travel should be booked at the earliest opportunity as cheaper rates can be obtained.



- 20. Bookings through the travel management company should be made on-line via the link on the intranet. On-line bookings are free of charge for train and hotel bookings, but fees are charged for bookings by telephone or email. Air travel bookings incur a charge both online and via telephone or email.
- 21. Bookings made though the travel management company are covered by their cancellation policy. Rail travel bookings can be cancelled on-line free of charge. However, the cancellation of hotel bookings is dependent on the type of room booking made, as some cheaper room-only rates are non-refundable.
- 22. Employees are responsible for cancelling their own bookings. Cancellations need to be made within 48 hours of receiving notification that the related meeting, hearing or visit has been cancelled to minimise cancellation charges. When a rail booking is cancelled after the tickets have been delivered or collected, the tickets must be returned to the travel management company in order to obtain any refund. Email travel@hcpc-uk.org for the forms.

Travel and Subsistence

23. Reasonable rates are payable for travelling and subsistence costs to reimburse the out of pocket expenses incurred while travelling on HCPC business to a location other than the HCPC offices. Costs incurred while travelling from home to the HCPC offices cannot be claimed, except in the case of late night working as set out in paragraph 36. If the employee already holds a season ticket for the relevant journey, no additional cost has been incurred and therefore no cost can be claimed.

Rail

24. All rail travel on HCPC business must be booked at standard class. The only exceptions to this are where first-class travel has been agreed in advance as a reasonable adjustment for an employee with a disability or with other mobility issues.

Air Fares

25. Air travel should only be used in exceptional circumstances and when no other travel option is available or viable. The Chief Executive's prior approval is required for all overseas travel.



- 26. Standard Class must be used when the duration of the single airline flight is less than five hours. If the single journey comprises more than one airline flight, Standard Class tickets must be used for the different flights if the combined air travel time is less than five hours.
- 27. Premium Economy tickets may be used when the duration of a single airline flight is longer than five hours but less than eight hours. If Premium Economy tickets are unavailable, Standard Class tickets must be used.
- 28. Business Class tickets may be used when the duration of a single airline flight is longer than eight hours. If Business Class tickets are unavailable, Premium Economy tickets may be used.

Tube, coach and bus fares

29. All tube, coach and bus fares will be reimbursed as incurred. Those employees travelling within London are encouraged to use an Oyster Card or use a contactless debit/credit card in order to take advantage of the cheaper fares available. A receipt or a copy of the relevant line in your bank statement will be required when claiming a reimbursement

Car travel

- 30. Employees' own cars or rental cars can only be used for travel on HCPC business where it is the most cost efficient way of travelling or where other forms of travel are not available. Employees must have the appropriate insurance cover for business use of their own car.
- 31. The mileage allowances for employees' own cars used on HCPC business are in accordance with HMRC rates, which are subject to change from time to time. The current rates are as follows:

Cars: 1st 10,000 miles: 45p per mile

Additional miles: 25p per mile

Motorcycles: 24p per mile Cycles: 20p per mile

- 32. Rental cars must be booked by emailing travel@hcpc-uk.org. The actual cost of fuel used by rented cars may be claimed, supported by an itemised receipt.
- 33. Expenses incurred in respect of tolls, parking and ferries may be claimed.
- 34. No car journeys will be reimbursed when travelling into central London, as public transport is widely available. Driving through any congestion charging zones including ULEZ should be avoided.



Taxi Fares

- 35. Where practicable, public transport should be used rather than taxis. Taxi fares will only be reimbursed in the following circumstances:
 - where a taxi will be cheaper than public transport (for example, if two or more employees/partners/Council members share a taxi); where public transport is unavailable;
 - if carrying heavy/bulky luggage or heavy/bulky HCPC equipment; or
 - where there is a reasonable adjustment which has been preapproved by the line manager

Taxi fares will only be reimbursed where it is clearly stated on the claim the reason for getting a taxi and the journey taken. This must be supported by a receipt.

Late night taxis from the HCPC offices to home

36. Where there is a requirement to work in the office until at least 9pm, which does not form part of the normal work pattern, a taxi journey from the HCPC offices to home may be claimed providing that it would not be reasonable to expect the use of public transport.

Away day travel expenses

37. For travel to away days, training and similar events, the difference between an employee's normal travel fare (from home to HCPC offices) and the amount of the new journey will be reimbursed. Employees are therefore encouraged to purchase extension tickets where appropriate and purchase oyster card fares, which are cheaper than cash fares.

If an employee uses a private car journey as either part of their usual or extended/ alternative journey, the mileage rates as stipulated in paragraph 31 will be applied.

Hotel

- 38. Hotel accommodation can only be booked for the night prior to the business engagement if the employee otherwise has to leave home before 06:00 and for the night following the engagement if the employee would return home after 22:00. Accommodation may also be booked under reasonable circumstances (e.g. lack of available public transport to ensure the employee arrives at the required venue on time), which requires prior authorisation with the line manager.
- Hotel accommodation must be booked though the HCPC's travel management company and employees must use HCPC's preferred hotels as indicated on the website.

- 40. Hotel bookings should be made with a reasonable cancellation policy in place (either 24 or 48 hours prior to arrival).
- 41. The maximum nightly rates for hotels including VAT are as follows:

	Room only incl VAT £	Bed and breakfast, incl VAT
London within the M25	170	180
Aberdeen, Belfast, Birmingham, Cardiff, Edinburgh, Glasgow and Manchester (other cities with high market rates for hotel accommodation)	140	150
All other areas in the United Kingdom	120	130

Abroad: The Chief Executive's prior approval is required for all overseas travel, including the choice of hotel. Hotel room rates should not exceed the equivalent rates for the UK, ie hotels in a capital city should not exceed the equivalent of £180 per night including VAT and breakfast; other large cities should not exceed the equivalent of £150; other areas should not exceed the equivalent of £130

42. When a bed and breakfast rate is booked, the cost attributable to breakfast does not matter so long as the total is within the bed and breakfast limit in the table. When a room only rate has been booked, breakfast may still be taken in the hotel provided the total for the room plus breakfast is within the bed and breakfast limit in the table, and the breakfast is charged on the hotel bill. Alternatively, when a room only rate is booked, breakfast may be taken outside the hotel subject to the £10 limit per paragraph 44.

Other accommodation

43. £35 may be claimed when Employees are required to stay away from home on HCPC business and choose to stay with friends and family. This amount covers all costs including accommodation, evening meal and breakfast. No claim can be made by anyone staying in their own property.

Meals

44. This section covers meals paid for by employees while on day to day HCPC business, and meals charged to employees' hotel bills. It does not cover food



provided and organised directly by the HCPC at special events. HCPC will not pay for the cost of alcohol. The maximum allowances for meals stated below are for the cost of food and non-alcoholic drinks.

45. Reasonable expenses will be reimbursed where costs for meals have been incurred with the following maximum allowances:

Breakfast £10 (when purchased outside the hotel);

■ Lunch £10;

Evening Meal £25 (whether taken inside or outside the hotel);

Breakfast can be claimed

- when staying in overnight accommodation and breakfast is not included in the room rate
- 46. Lunch can normally only be claimed when the employee is out of the office on business for more than 4 hours during the working day and where lunch has **not** been provided by the HCPC.
- 47. Tray charges for room service may be claimed provided the total cost of the meal including the tray charges is within the maximum allowance for the applicable meal.
- 48. Where an employee pays for and claims the cost of meals of other HCPC employees/partners/Council members, the names of the other individuals must be stated on the claim form. Where a meal is provided by the HCPC, claims for alternative food purchased will not be paid.

Emergency booking guidelines

49. Employees travelling on business outside London will be able to make an emergency booking, without prior approval, with a Click operator for one night only during out of HCPC office hours. Any consecutive nights would need to be booked via the platform.

Other business travel expenses

50. The use of broadband Internet connection should generally be limited to use at locations which offer the service at no charge or have complimentary Wi-Fi available. Employees should use their work mobile phones for checking emails when travelling for HCPC business.

Child and other caring responsibilities

51. Payments for child and other caring responsibilities will be considered on a case-by-case basis and require pre-authorisation. Anyone wishes to claim for child or other caring responsibilities needs to contact their Head of department for pre-authorisation. We will only pay this benefit in exceptional circumstances to a maximum cost of up to £65. The payment of a daily allowance will only be considered in respect of care for children and dependents while the employee is away from home Remuneration Committee by November and when the care 2 is not normally in place for that period of time.

Remuneration Committee - 9 November 2023 When the page 24 of 34 thornally in place for the Expenses Policies review



Abuse of the Policy

52. If it is found that an employee has abused this policy, then the HCPC will reserve the right to take further action under the relevant policy which may lead to the termination of their contract.

Review of the Policy

53. This policy will be reviewed on an annual basis by the Senior Management Team. Any issues or proposed changes will be brought to the attention of the relevant Committee for approval.

Equality, Diversity and Inclusion Statement

- 54. The HCPC adopts a zero-tolerance approach to discrimination on any of the protected grounds in the Equality Act 2010.
- 55. We are committed to providing equal opportunities to all current and prospective employees regardless of age, disability, sex, sexual orientation, pregnancy and maternity, race or ethnicity, religion or belief, gender identity, or marriage and civil partnership.
- 56. We will take positive steps to ensure that our applicants and employees can enjoy an experience that is fair, equitable and free from discrimination in their dealings with us.



Fees and Expenses Policy for Council and Committee members

Introduction

- This policy sets out rules and guidance for Council and Committee members on how to claim their fees and expenses while carrying out work on behalf of the HCPC.
- 2. Council and Committee members are expected to act honourably and sensibly within the spirit of this policy.
- 3. The revised policy came into effect from 1 January 2024.
- 4. The rates and allowances in this policy are intended to provide a reasonable standard of travel, accommodation and subsistence consistent with HCPC's position as a public sector body funded by Registrants' fees. Rates are kept under review, including feedback from Council and Committee members, partners and employees, and from time to time, the Council will make changes to the rates quoted in this policy. These changes will be notified to Council and Committee members.
- 5. The HCPC shall reimburse members, on production of itemised receipts satisfactory to the HCPC, for all reasonable expenses actually and necessarily incurred by members in relation to their attendance at Council or Committee meetings or those events where they are representing the HCPC. Non-itemised debit/credit card receipts will not be accepted.
- 6. Expenses will only be reimbursed to the extent that they have been paid for by the employee in money. Expenses that have been bought with promotional points or vouchers or other non-monetary forms of settlement cannot be reimbursed.
- 7. Expenses will only be paid if approved by the HCPC. If members are uncertain as to whether an expense will be reimbursed, they should seek clarification from the Governance department before the expense is incurred.
- 8. Members are expected to arrange their travel and accommodation in the way that is most cost effective for the HCPC, while minimising the environmental impact.
- 9. The HCPC's prior approval is required for international travel and for any non-travel or accommodation related expense that is greater than £100. If expenses fall outside of this policy, the HCPC may contact members to seek clarification over the expenditure. Members are advised that reimbursement may be

- delayed in these circumstances. HCPC reserve the right to reject payment for expenses that are not compliant with the policy.
- 10. Should further clarification or advice be required with regards to this policy, please contact the Governance team or Finance department.
- 11. We will not pay any VAT in addition to the amount stated on the receipt submitted.

Submitting Expenses Claims

- 12. Members must submit their claims for reimbursement of expenses electronically by email to finance@hcpc-uk.org with scanned or photographed copies of the receipts.
- 13. All claims submitted must be accompanied by scans or photographs of supporting itemised receipts showing the date of purchase. If a receipt is misplaced, every reasonable effort should be made to obtain a replacement copy from the supplier. If the receipt is not located, the circumstances and the details of the purchase should be explained on the claim form or in the covering email.
- 14. Members should submit their claims within three calendar months of the expense having been incurred. If the member does not submit within the specified period they forfeit the reimbursement. Payment of expenses will be made directly into the Council member's bank account.
- 15. The Governance team is responsible for reviewing claims and confirming that the policy has been followed. In authorising a claim the team confirms that the expense was necessarily incurred on HCPC business and that the amounts claimed are within the relevant policy limits.

Fees

- 15. Council members are remunerated at an agreed annual rate. This remuneration is inclusive of all activity related to their role and is paid monthly.
- 16. Independent Committee members are remunerated on a day rate basis. The day rate fee is payable for:
 - a. attendance at Committee meetings;
 - b. other meetings attended on behalf of the HCPC where prior approval has been given;
 - c. attendance at a conference or event which forms part of the member development programme, where prior approval has been given and with the maximum allowance being 6 days per year.
- 17. Fees for attendance at Committee meetings will be paid proactively based on HCPC's attendance records for the meetings, so claims are not required. Members should submit a claim for fees for attendance at other meetings or

- events when that attendance has been authorised in advance by the Head of Governance.
- 18. Members are "office holders" in tax law and therefore their fees must be paid through PAYE and subject to tax and National Insurance deductions at source. There are two options:
 - The HCPC deducts tax and National Insurance (NI) contributions and pays the member directly; or
 - Where the member is employed by an institution and the institution invoices the HCPC for the member's attendance, the HCPC pays the member's employer, who deducts tax and NI contributions from any payments made to the member.

Travel Management Company

- 19. HCPC has appointed a travel management company through a government framework contract. The travel management framework agreement provides efficient business processes to HCPC. Rail and air travel and hotel accommodation must be booked through the HCPC's contracted travel management company. The performance of the travel management company is reviewed at regular intervals and the contract provides a process to address any performance issues.
- 20. All travel and accommodation should be booked at the earliest opportunity as cheaper rates can be obtained. Bookings should be made at least one month in advance unless the booking of Council member time occurs less than one month in advance and tickets should be refundable.
- 21. Where the start time of a meeting is known an advanced ticket must be purchased on a specific scheduled train or flight. In some cases, purchasing two single tickets may be cheaper than purchasing a return ticket. Open tickets for the entire journey (i.e. an open return type ticket) are not permitted. However, if the end time of an event is unknown then an open ticket may be purchased for the return leg of the journey only.
- 22. Bookings through the contracted travel management company should be made online. Online bookings are free of charge for train and hotel bookings, but fees are charged for bookings by telephone or email. Air travel bookings incur a charge both online and via telephone or email.
- 23. Bookings made though the travel management company are covered by their cancellation policy. Rail travel bookings can be cancelled online free of charge. However, the cancellation of hotel bookings is dependent on the type of room booking made, as some cheaper room-only rates are non-refundable.
- 24. Members are responsible for cancelling their own bookings. Cancellations need to be made within 48 hours of receiving notification that the related meeting, hearing or visit has been cancelled to minimise cancellation charges. When a rail booking is cancelled after the tickets have been delivered or collected, the

tickets must be returned to the travel management company in order to obtain any refund. Email travel@hcpc-uk.org for the forms.

Travel And Subsistence

- 25. Reasonable rates are payable for travelling and subsistence costs to reimburse the out of pocket expenses incurred. If only a proportion of the expense is HCPC related (for example a journey that combines HCPC business and other business), only the relevant pro-rata share of the expense should be claimed. If the member already holds a season ticket for the relevant journey, no additional cost has been incurred and therefore no cost can be claimed.
- 26. The HCPC encourages Council and Committee members to use environmentally friendly transport to minimise the organisation's carbon footprint, for example, using public transport where possible, choosing rail travel over air travel or travelling in an electric vehicle rather than a car with a petrol or diesel engine.

Rail

27. All rail travel on HCPC business must be booked at standard class. The only exceptions to this are where first class travel has been agreed in advance as a reasonable adjustment for a Council or Committee member with a disability or with other mobility issues.

Air

- 28. Air travel should only be used in exceptional circumstances and when no other travel option is available or viable. Prior approval for air travel is required from the Governance team.
- 29. Members are required to purchase carbon-offsetting in relation to all air fares. HCPC will reimburse where such claims are submitted in accordance with paragraphs 12-15 above (Submitting Expense Claims). Members may use airlines own schemes or Atmosfair.
- 30. For travel outside the UK on HCPC business, a foreign travel authorisation form is required to be submitted by the relevant department for the Chief Executive's approval. Approval must be obtained before any overseas travel or accommodation is booked.

Tube, coach and bus fares

31. All tube, coach and bus fares will be reimbursed as incurred. Those members travelling within London are encouraged to purchase an Oyster Card or use a contactless debit/credit card in order to take advantage of the cheaper fares available. The HCPC will refund the cost of journeys travelled. A receipt or a copy of the relevant line in your bank statement will be required when claiming a reimbursement.

Car travel

- 32. Members' own cars or rental cars can only be used for travel on HCPC business where it is the most cost efficient way of travelling or where other forms of travel are not available. Electric cars should be used where this option is available. Members must have the appropriate insurance cover for business use of their own car.
- 33. The mileage allowances for members' own cars used on HCPC business are in accordance with HMRC rates, which are subject to change from time to time. The current rates are as follows:

Cars: 1st 10,000 miles: 45p per mile
Additional miles: 25p per mile
Motorcycles: 24p per mile
Cycles: 20p per mile

- 34. These rates will apply equally to petrol, diesel, hybrid and electric vehicles. While running costs for electric vehicles are significantly lower than rates above. HCPC wishes to incentivise use of electric vehicles.
- 35. Rental cars must be booked by emailing travel@hcpc-uk.org. The actual cost of fuel used by rented cars may be claimed, supported by an itemised receipt.
- 36. Expenses incurred in respect of tolls, parking and ferries may be claimed.
- 37. No car journeys will be reimbursed when travelling into central London, as public transport is widely available. Driving through any congestion charging zone should be avoided.
- 38. No reimbursement of congestion charge zone, ULEZ change and central London parking fees will be paid.

Taxi fares

- 39. Where practicable, public transport should be used rather than taxis. Taxi fares will only be reimbursed in the following circumstances:
 - where a taxi will be cheaper than public transport (for example, if two or more employees/partners/Council members share a taxi);
 - where public transport is unavailable;
 - if carrying heavy/bulky luggage or heavy/bulky HCPC equipment; or
 - where there is a reasonable adjustment which has been preapproved by the Governance team.
- 40. Taxi fares will only be reimbursed where it is clearly stated on the claim the reason for getting a taxi and the journey taken. This must be supported by a receipt.

Hotel

- 41. Hotel accommodation can only be booked for the night prior to providing services if the member otherwise has to leave home before 06:00 and for the night following the engagement if the member would return home after 22:00. Accommodation may also be booked under reasonable circumstances (e.g. lack of available public transport to ensure the member arrives on time), which requires prior authorisation from the Governance team.
- 42. Hotel accommodation must be booked though the HCPC's travel management company and members must use HCPC's preferred hotels as indicated on the website.
- 43. Hotel bookings must be made with a reasonable cancellation policy in place (either 24 or 48 hours prior to arrival).
- 44. The maximum nightly rates for hotels including VAT are as follows:

	Room only, incl VAT £	Bed and breakfast, incl VAT £
London within the M25	170	180
Aberdeen, Belfast, Birmingham, Cardiff, Edinburgh, Glasgow and Manchester (other cities with high market rates for hotel accommodation)	140	150
All other areas in the United Kingdom	120	130

Abroad: The Chief Executive's prior approval is required for all overseas travel, including the choice of hotel. Hotel room rates should not exceed the equivalent rates for the UK, i.e. hotels in a capital city should not exceed the equivalent of £180 per night including VAT and breakfast; other large cities should not exceed the equivalent of £150; other areas should not exceed the equivalent of £130.

- 45. Where no hotel is available at the above stated rates, outside policy approval can be requested through the Governance team. When a bed and breakfast rate is booked, the cost attributable to breakfast does not matter so long as the total is within the bed and breakfast limit in the table. When a room only rate has been booked, breakfast may still be taken in the hotel provided the total for the room plus breakfast is within the bed and breakfast limit in the table, and the breakfast is charged on the hotel bill. Alternatively, when a room only rate is booked, breakfast may be taken outside the hotel subject to the £10 limit per paragraph 49.
- 46. If members are requested to travel outside the UK on HCPC business, subsistence and accommodation costs outside the UK will be considered on a case by case basis.

Other accommodation

47. £35 may be claimed when members are required to stay away from home on HCPC business and choose to stay with friends and family. This amount covers all costs including accommodation, evening meal and breakfast. No claim can be made by anyone staying in their own property.

Meals

- 48. This section covers meals paid for by Council and Committee members while on day to day HCPC business, and meals charged to members' hotel bills. It does not cover food provided and organised directly by the HCPC at special events. HCPC will not pay for the cost of alcohol. The maximum allowances for meals stated below are for the cost of food and non-alcoholic drinks.
- 49. Reasonable expenses will be reimbursed where costs for meals have been incurred with the following maximum allowances:
 - Breakfast £10 (when purchased outside the hotel);
 - Lunch £10:
 - Evening Meal £25 (whether taken inside or outside the hotel).
- 50. Breakfast can be claimed when staying in overnight accommodation, where breakfast is not included within the room rate. An evening meal can be claimed when arriving home after 8pm, when not staying in overnight accommodation.
- 51. Lunch can be only be claimed when a member has been contracted for their services for a whole day and where lunch has not been provided by the HCPC.
- 52. Tray charges for room service may be claimed provided the total cost of the meal including the tray charges is within the maximum allowance for the applicable meal.
- 53. Where a Council member pays for and claims the cost of meals of other HCPC employees/partners/Council members, the names of the other individuals must be stated on the claim form.
 - 54. Where a meal is provided by the HCPC, claims for alternative food purchased will not be paid.

Emergency booking guidelines

55. Members travelling on HCPC business will be able to make an emergency booking, without prior approval, with a Click operator for one night only during out of HCPC office hours. Any consecutive nights would need to be booked via the platform.

Other business travel expenses

56. The use of broadband Internet connection should generally be limited to use at locations which offer the service at no charge or have complimentary Wi-Fi available. Use of pay-per-use connections and Wi-Fi on planes, trains and hotels should be limited to completing urgent business matters. Claims must be supported by itemised receipt/ proof of purchase.

Carers

57. Payments for child and other caring responsibilities will be considered on a case-by-case basis and require pre-authorisation. Anyone wishes to claim for child or other caring responsibilities needs to contact the Governance team for pre-authorisation. We will only pay this benefit in exceptional circumstances to a maximum cost of up to £65. The payment of a daily allowance will only be considered in respect of care for children and dependents while the member is away from home on HCPC business and when the care is not normally in place for that period of time.

Support workers to assist members

58. An allowance of up to £65 per day is payable for the cost of a support worker accompanying a member to a meeting or event of the HCPC, where the member's attendance is required and where the cost of the support worker is not covered by Access to Work funding. In those circumstances, support workers' travel and accommodation must also be booked through the travel management company, and support workers' travel, accommodation and subsistence are subject to the provisions set out above.

Members who require a reasonable adjustment outside this policy

59. If a member requires a reasonable adjustment which falls outside the scope of this policy, they need to refer to the Reasonable Adjustment Policy and contact the Governance team to pre-authorise any adjustments.

Abuse of the Policy

60. If it is found that a member has abused this policy then the HCPC will reserve the right to take further action, which may lead to termination of their contract.

Review of the Policy

61. This policy will be reviewed on an annual basis by HCPC's Executive Leadership Team with any issues or proposed changes to be brought to the attention of the relevant Committee for approval.

Equality, Diversity and Inclusion Statement

62. The HCPC adopts a zero-tolerance approach to discrimination on any of the protected grounds in the Equality Act 2010.

- 63. We are committed to providing equal opportunities to all current and prospective members regardless of age, disability, sex, sexual orientation, pregnancy and maternity, race or ethnicity, religion or belief, gender identity, or marriage and civil partnership.
- 64. We will take positive steps to ensure that our applicants and members can enjoy an experience that is fair, equitable and free from discrimination in their dealings with us.