

The Scheme of MPs' Staffing and Business Costs

2022-23

IPSA

Independent Parliamentary Standards Authority

The Scheme of MPs' Staffing and Business Costs

2022-23

Presented to the House of Commons pursuant to section 5(5) of the Parliamentary
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HC 1111



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Annex B: Non-London Area Staff

Text currently reads:

<Executive 1 (Caseworker)... Annual Maximum (£)... £32,938>

Text should read:

<Executive 1 (Caseworker)... Annual Maximum (£)... £32,983>

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14th Edition

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Introduction

1. The *Scheme of MPs' Staffing and Business Costs* ('the Scheme') is made by the Independent Parliamentary Standards Authority (IPSA) in the exercise of the powers conferred on it by section 5(3)(a) of the Parliamentary Standards Act 2009.
2. This is the 14th Edition of the Scheme.
3. This Scheme is intended to ensure that MPs' use of taxpayers' money is well-regulated, and that MPs are resourced appropriately to carry out their parliamentary functions.
4. The rules in this Scheme should be read in conjunction with guidance published by IPSA, which can be found on IPSA's website (www.ipsaonline.org.uk).
5. IPSA may in its discretion determine to vary application of the rules and cost limits set out in this Scheme, where this is a proportionate action in response to changing circumstances. In doing so, IPSA will take into consideration official guidance (where relevant) and will provide reasonable notice of any change and the reasons behind such decisions, to be communicated to MPs and their staff members and published in guidance.

Part A. Fundamental Principles

For MPs

In claiming for public funds through the Scheme, MPs must adhere to the following principles.

1. **Parliamentary:** MPs may only claim for expenditure for parliamentary purposes.
2. **Value for Money:** MPs must have regard to value for money when making claims.
3. **Accountability:** MPs are legally responsible for all money claimed and for managing their budgets and their staff.
4. **Probity:** When making claims, MPs must adhere to the MPs' Code of Conduct, including the seven principles of public life.

For IPSA

IPSA's role as an independent regulator is to resource MPs appropriately to carry out their parliamentary functions and support them in making eligible claims. In administering the Scheme we will adhere to the following principles:

5. **Diversity:** IPSA will take account of MPs' diverse working arrangements and treat MPs fairly, so that they are not disadvantaged or advantaged financially because of the Scheme.
6. **Transparency:** IPSA will operate transparently, making information about MPs' expenditure accessible to the public.
7. **Value for money:** IPSA will administer the Scheme efficiently and cost-effectively.
8. **Proportionality:** IPSA will regulate proportionately and effectively.

Part B. Overall Processes and Rules

Chapter 1. The Process for Making Claims

- 1.1 Claims for reimbursement under this Scheme must be:
 - a. submitted using IPSA Online (the online claims system) or another mechanism agreed with IPSA;
 - b. submitted personally by the MP or, with IPSA's agreement, by their designated proxy;
 - c. submitted no more than 90 days after the expenditure was incurred; and
 - d. supported by the evidence required by IPSA no later than seven days after the claim is submitted.

- 1.2 IPSA may allow MPs to delegate the submission and management of claims and/or certain payroll functions to one or two designated proxies (to deal with submission and management of claims, and/or to deal with payroll functions). MPs retain responsibility for their claims and budgets. In exceptional circumstances (such as severe illness), where an MP is unable to fulfil their parliamentary functions, the submission and management of claims and payroll functions may be delegated to another MP. Before this happens, IPSA must receive notification from the political party of the MP that it has consented to the delegation of that MP's general functions to another MP for an agreed period of time.

- 1.3 For certain expenditure, MPs may claim payment in advance on production of an invoice or may request IPSA to make payments directly to a supplier. MPs may also use the payment card provided by IPSA.

- 1.4 IPSA may set out other methods of payment in guidance, including requirements which MPs must meet in order to use those methods.

- 1.5 A claim will not be paid if any part of the claim or the evidence supporting the claim is redacted prior to its submission to IPSA.

- 1.6 IPSA may make provision at the end of a financial year, or in exceptional circumstances, to vary the period specified at paragraph 1.1c.

Chapter 2. Determination and Review of Claims

Determination of claims

- 2.1 Following receipt of a claim, IPSA will determine whether to allow or refuse it.
- 2.2 If IPSA determines to allow the claim it will:
 - a. determine how much of the amount claimed is to be allowed; and
 - b. arrange for the amount allowed to be paid.
- 2.3 IPSA supports MPs and their staff to comply with the rules of the Scheme by providing advice on the rules and whether a particular claim is likely to fall within the Scheme. Such advice does not amount to a decision to allow or refuse a claim. That decision can only be made when the claim is submitted, together with the supporting evidence. No decision by IPSA to allow or refuse a particular claim will bind IPSA in subsequent claims of the same nature.
- 2.4 If IPSA determines to refuse the claim or to allow only part of the amount claimed, it will notify the MP and specify the reasons for the refusal.

Review of claims

- 2.5 Where IPSA determines either to refuse a claim or to allow only part of the amount claimed, MPs may, within 14 days of IPSA issuing that notification, request IPSA to review its determination. Such a request may only be made on the grounds that:
 - a. the rules have been applied incorrectly;
 - b. an administrative error has been made by IPSA; and/or
 - c. further evidence to support the claim is available.
- 2.6 Upon receiving a request for a review, IPSA will:
 - a. review whether the original determination was properly made, referring to any further evidence submitted in support of the claim;
 - b. decide whether to confirm or alter the amount allowed under the original determination;
 - c. notify the MP of its decision; and
 - d. if any further amount has been determined as allowed, arrange for it to be paid to the MP.

- 2.7 IPSA may review its own determinations.
- 2.8 No staff member of IPSA who was involved in making the original determination shall be involved in any review of that determination.
- 2.9 After IPSA has reviewed the determination MPs may, if they disagree with the determination, request that it is reviewed by the Compliance Officer for IPSA.
- 2.10 IPSA will make any payments or adjustments necessary to give effect to decisions of the Compliance Officer under paragraph 2.9, provided that all relevant appeals on the matter have been withdrawn or determined and it is no longer possible for there to be a further relevant appeal.

Repayment of money to IPSA

- 2.11 MPs will be required to make repayments to IPSA in circumstances including, but not limited to, the following:
- a. they have been paid an amount (or have had an amount paid by IPSA on their behalf) that IPSA subsequently determines should not have been paid;
 - b. they have overspent their budget in a particular category of spending;
 - c. they have agreed to repay an amount following an investigation by the Compliance Officer;
or
 - d. they have been directed by the Compliance Officer to repay an amount.
- 2.12 In any of the circumstances described in paragraph 2.11, if MPs do not make the repayments within 30 days, IPSA will arrange for the amount to be deducted from further payments of claims to which the MPs are entitled. It may also suspend MPs' access to their payment cards and direct payments to suppliers. MPs will be notified of these arrangements.
- 2.13 MPs may request for the amount to be deducted from their salaries instead of being deducted from the payment of further claims.
- 2.14 In exceptional circumstances, if any amounts due for repayment have not been recovered by IPSA within 30 days of MPs being notified, the remaining amounts may be deducted from MPs' salaries without their agreement.

Chapter 3. General Conditions of the Scheme

- 3.1 The rules in this chapter apply to all of the Scheme.
- 3.2 MPs are responsible for complying with the Scheme rules. In making any claim under the Scheme, MPs must certify that the expenditure was for the performance of their parliamentary functions, and that in incurring the expenditure they had complied with the Scheme.
- 3.3 The Scheme makes provision for the exercise in certain circumstances of discretion by MPs and by IPSA. Such discretion is not absolute. At all times it must be exercised reasonably, taking account of the fundamental principles of the Scheme (in Part A).
- 3.4 The following are examples of activities that are not considered parliamentary for the purposes of this Scheme, and are therefore not claimable from IPSA:
- a. attendance at political party conferences or meetings;
 - b. work which is conducted for or at the behest of a political party;
 - c. activities relating to reviews of parliamentary constituency boundaries;
 - d. activities which could be construed as campaign expenditure within the scope of the Political Parties, Elections and Referendums Act 2000, or election expenses within the scope of the Representation of the People Act 1983;
 - e. any other activities whose purpose is to give MPs a campaigning advantage in general elections and referendums;
 - f. work relating to delegations to an international assembly; or
 - g. work relating to the performance of ministerial functions.
- 3.5 MPs must provide any information or assistance reasonably required by IPSA to carry out its management assurance functions, in order to ensure the appropriate and cost-effective use of public funds, or for the purposes of audit.
- 3.6 Any duty of IPSA to fund any business cost for an MP is subject to anything done in relation to the MP in the exercise of the disciplinary powers of the House of Commons.

Publishing of business costs

- 3.7 IPSA will publish information relating to MPs' costs in accordance with its policy and procedures relating to such publication.

Budgets and cost limits: general provisions

- 3.8 Budgets and cost limits which apply to the 2022-23 financial year are set out in Annex A.
- 3.9 MPs are responsible for planning, forecasting and managing their budgets using the tools made available by IPSA. MPs may incur business costs above the stated limits in the Scheme if they wish to do so. However any business costs above these limits will not be met by IPSA.
- 3.10 Unless specified elsewhere, all budgets and financial limits set out in this Scheme are for a year commencing on 1 April and ending on 31 March of the following year. All references to a 'year' are to be read in this context. IPSA may reduce budgets proportionately when they are made available to MPs after the start of the year or are closed before the end of the year.
- 3.11 IPSA may from time to time amend the budgets and cost limits set out in this Scheme.
- 3.12 Business costs may not be transferred between budgets, nor may they be charged in advance of the beginning of a year, except with IPSA's agreement. Amounts not utilised in any particular year's budget may not be carried forward into subsequent years, except, in certain cases, in relation to the start-up supplement (see paragraphs 6.11-12).
- 3.13 Expenditure above the budget limit in any particular year may not be offset from budgets in the subsequent year, other than at IPSA's discretion in exceptional circumstances. In such cases, the budget for the subsequent year will be reduced accordingly.

Definition of constituency

- 3.14 For the purpose of claiming costs under the Scheme, MPs' constituencies include any location which is within 20 miles of the constituency boundaries.

The London Area

3.15 For the purposes of this Scheme, MPs representing any constituency listed in Schedule 1 are referred to as 'London Area MPs', and any reference should be read accordingly.

3.16 MPs representing any other constituency are referred to as 'non-London Area MPs'.

Dependants

3.17 For the purposes of this Scheme, MPs will be deemed to have caring responsibilities for a dependant where they:

- a. have parental responsibility for a dependent child of up to the age of 18; and/or
- b. are the primary carers for a family member in receipt of one of the following benefits:
 - i. Attendance Allowance;
 - ii. Disability Living Allowance at the middle or highest rate for personal care;
 - iii. Personal Independence Payment at the standard or enhanced rate for daily living;or
 - iv. Constant Attendance Allowance at or above the maximum rate with an Industrial Injuries Disablement Benefit, or basic (full day) rate with a War Disablement Pension.

3.18 If a dependant meets one of the criteria in paragraph 3.17 at the beginning of a financial year, the MP will be able to continue claiming for any relevant accommodation or travel costs covered by the Scheme in relation to that dependant for the remainder of the year.

3.19 Any MP who is a sole carer for a dependent child between the ages of 18-21 years in full time education, and who had been claiming for the costs of accommodation or travel for them prior to 1 April 2017, may continue to do so until that dependant reaches the age of 21.

Connected parties

3.20 For the purposes of this Scheme, a connected party is defined as:

- a. a spouse, civil partner or cohabiting partner of the MP;
- b. parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew or niece of the MP or of a spouse, civil partner or cohabiting partner of the MP; or

- c. a body corporate, a firm or a trust with which the MP is connected, as defined in section 252 of the Companies Act 2006.
-
- 3.21 IPSA will not pay any claims relating to the purchase of goods or services, where the MP or a connected party is the provider of the goods or services in question.
 - 3.22 IPSA will not pay any claims relating to an MP's rental of a property, where the MP or a connected party is the owner of the property.
 - 3.23 IPSA will not pay the salaries and other costs set out in paragraph 7.3 of any new employees who are connected parties and are employed on or after 9 June 2017.
 - 3.24 If employees are not connected parties when initially employed by MPs but become connected parties under paragraph 3.20 at a later date, IPSA will only pay their salaries and other costs set out in paragraph 7.3 for a period of up to two years (i.e. 24 months) after the point at which they become connected parties. If employees become connected parties during the course of their employment, it is the responsibility of the MP to notify IPSA.

Other restrictions

- 3.25 'Air miles' or similar customer loyalty benefits and other discounts earned on purchases for which claims are payable under this Scheme are not for personal use but must be applied to further claimable expenditure.
- 3.26 IPSA will not pay any claims for penalty charges or additional charges, such as those for late payments.
- 3.27 IPSA will not pay any claims for costs that are insurable or can be funded from other sources.

Part C. Working from Two Locations

Chapter 4. Accommodation Costs

- 4.1 The accommodation costs budget is designed to meet costs incurred by MPs as a result of working from two permanent locations. The rules covering claims for hotels in this chapter only apply to the use of hotels as an alternative to rental accommodation. Where hotels are being claimed under travel and subsistence (for example, when MPs stay overnight when on parliamentary business outside London or their constituency), the rules relating to hotel costs in Chapter 9 apply.
- 4.2 Accommodation costs are not payable to MPs who:
- a. are London Area MPs; or
 - b. by virtue of any particular office held, occupy 'grace and favour' accommodation in London.
- 4.3 Accommodation costs may only be claimed for one of the following at a time:
- a. hotel accommodation; or
 - b. rental payments and associated costs as set out at paragraph 4.4; or
 - c. for MPs who own their property, associated costs only as set out at paragraph 4.4.
- 4.4 Associated costs include:
- a. utility bills (gas, electricity, other fuel and water);
 - b. council tax;
 - c. ground rent and service charges;
 - d. in the case of MPs claiming under 4.3c, buildings insurance;
 - e. purchase, installation and maintenance of routine security measures (i.e. those not falling within the recommended or further measures funded from the security assistance budget, which are covered in Chapter 10);
 - f. installation of a landline telephone line, line rental and usage charges; and
 - g. installation of a broadband connection and usage charges.
- 4.5 Associated costs do not include, and no claims will be paid for:
- a. cleaning;
 - b. gardening;
 - c. the purchase or maintenance of furniture;

d. home contents insurance, television services, or television licences.

4.6 MPs may only claim for accommodation costs in relation to a property at one location, which may be either in the London Area, or in the MP's constituency, unless IPSA agrees that there are exceptional circumstances that justify claims for properties in both.

4.7 Where MPs are claiming for rent and/or associated costs, they must be resident at the property for which claims are being made, and may not sublet the property, or any part of it.

Additional budget for MPs with dependants

4.8 Where staying in rented accommodation or hotel accommodation, MPs may have their accommodation budget limit increased by the amount set out in Annex A for each dependant for whom they need to provide accommodation, up to a maximum of three uplifts. This does not apply where an MP lives in their own home and claims associated costs only under paragraph 4.3c.

4.9 MPs will become eligible for increased budgets in order to accommodate dependants, under paragraph 4.8, after they register their dependants with IPSA. IPSA may use its discretion to apply the uplift shortly before the birth or adoption of a child to allow an MP to secure appropriate accommodation beforehand.

Hotel Costs

4.10 Hotel costs claimed from the accommodation costs budget are subject to a nightly cost limit, as set out in Annex A. These limits are inclusive of VAT. If the hotel's nightly rate includes breakfast, the full amount will be reimbursed, provided that the relevant limit is not exceeded.

4.11 MPs may claim for the cost of hotel accommodation for their dependants. The nightly cost limit for such claims set out in Annex A applies to hotel accommodation for all dependants (rather than for each dependant).

4.12 MPs may group together a number of nights during a single stay, where the cost varies on different nights, and claim the full amount if the average per night does not exceed the nightly limit.

Registration of properties

- 4.13 IPSA will pay for rent and associated costs for a property only after it has been registered and accompanied by the required documentation, including the MP's rental agreement or proof of ownership of the property.

Rental accommodation – general provisions

- 4.14 MPs may rent accommodation from other MPs, provided that the landlord MP is not a connected party. Only the tenant MP may claim the associated costs for that property.
- 4.15 MPs may enter into a rental agreement which takes them over the budget limit, but they will have to fund the extra cost themselves. If IPSA is paying the rent directly to the landlord, it will only pay up to the amount affordable within the budget.
- 4.16 Any costs of drawing up rental agreements and any agency fees incurred on entering into or extending a contract can be claimed from the accommodation costs budget. No additional funding is available for such costs.
- 4.17 Removal costs for moving to new accommodation may be claimed from the contingency budget. No pre-approval is required. Other costs associated with moving, including any legal costs, must be claimed from the accommodation costs budget.

Rental agreements

- 4.18 MPs are responsible for checking the terms and conditions of their contracts, including any service charges, penalty clauses and other clauses which may otherwise lead to unexpected costs. They should check their liability for council tax on the premises before signing the contract.
- 4.19 MPs must inform IPSA immediately when a rental agreement commences, ends, or is renewed, or if there are changes to the contract, such as the rental charge or the landlord's payment details.

4.20 MPs should negotiate a clause in their rental agreement to allow them to give two months' notice in the event of a change in circumstances, such as leaving Parliament or any other circumstances which mean they have to vacate the property. They will only be able to claim for rent and associated costs during a two-month winding-up period after leaving Parliament. Any further costs beyond that period will not be funded by IPSA.

MPs who share rental accommodation

4.21 If two or more MPs share rental accommodation, they must notify IPSA when they register the property. The rental agreement must include the name of each MP sharing the accommodation.

4.22 Each MP will be entitled to the full accommodation costs budget and all costs claimed should be shared equally between those MPs.

Loans for deposits on rental properties

4.23 An MP who intends to claim for rental costs may apply to IPSA for a loan to cover any deposit payable at the commencement of a tenancy. This loan will not be deducted from the accommodation costs budget.

4.24 The value of any loan under paragraph 4.23 may not exceed the lower of:

- a. the deposit which is stipulated in the rental agreement; or
- b. one quarter of the appropriate annual accommodation costs budget for the location (i.e. London Area or the constituency).

4.25 Applications for loans must be submitted by the MP and accompanied by a rental agreement for IPSA to approve. IPSA will pay the loan to the MP, who will forward the deposit to the landlord. IPSA may consider a deposit loan application that is accompanied by a draft rental agreement; in these circumstances, a fully signed agreement must be submitted to IPSA within one month of the start of the tenancy. If this condition is not met, IPSA may recover the deposit loan and any rent already paid under the draft agreement from the MP.

4.26 MPs may not hold more than one loan for a deposit on rental accommodation at any one time, except where IPSA agrees otherwise.

- 4.27 The MP is responsible for securing the return of the deposit and for repaying the amount in full to IPSA, no later than one month after the date on which the tenancy comes to an end, or, where the MP leaves Parliament, the end of the winding-up period as set out in paragraph 8.2 (whichever is earlier). Any shortfall between the deposit paid and the amount returned shall be the sole responsibility of the MP.
- 4.28 MPs may also apply for a loan for a holding deposit before the start of the tenancy. Holding deposit loans must be repaid to IPSA within 30 days of signing the tenancy agreement or refund of the holding deposit, whichever is earlier. IPSA may also agree to recover the amount via alternative means.

Chapter 5. The London Area Living Payment

- 5.1 The London Area Living Payment (LALP) is intended to contribute towards the additional cost of living in the London Area. It is payable on a monthly basis.
- 5.2 The LALP may only be claimed by London Area MPs, as listed in Schedule 1.
- 5.3 An MP must notify IPSA that they elect to receive the LALP. It will not be payable in relation to any period before this notification is given to IPSA.
- 5.4 MPs representing the outer London Area constituencies listed in Schedule 2 may also claim an additional LALP amount, as set out in Annex A.
- 5.5 The LALP will not be payable to an MP who occupies any 'grace and favour' accommodation in London by virtue of any particular office held.

Part D. Office Support

Chapter 6. Office Costs

- 6.1 The office costs budget is provided to meet the costs of renting, equipping and running MPs' constituency offices, surgeries, and other activities which support their parliamentary functions, where these costs are not covered by other budgets under the Scheme.
- 6.2 All MPs are eligible to claim for office costs, whether or not they rent office premises.
- 6.3 MPs can claim for the costs of more than one office provided that they stay within budget. If they can demonstrate exceptional circumstances, they may be eligible for contingency funding to allow for the operation of more than one office.
- 6.4 MPs are entitled to exercise reasonable discretion over claims for items that meet the purposes of the office costs budget, provided that the claims adhere to the fundamental principles and general conditions of the Scheme. They must also observe the conditions set out in paragraph 6.5.
- 6.5 IPSA will not pay claims for any of the following:
 - a. alcoholic drinks;
 - b. stationery provided by the House of Commons;
 - c. newsletters;
 - d. funding of any material, other than websites, that contains a party-political logo or emblem; or
 - e. personal accountancy or tax advice.
- 6.6 MPs and their staff may claim for the costs of a home office, if that is where they routinely work from. IPSA will only pay claims for costs which are additional to those which are part of the normal cost of living in the home. Staff members cannot claim for costs relating to a home office during the same period in which they are in receipt of the homeworking allowance, under 6.28.
- 6.7 To be funded by IPSA, a constituency office must be located in the constituency, unless it is a home office. A home office can be claimed for even if it is more than 20 miles from the constituency boundary.

- 6.8 Rent cannot be claimed for a home office. The location will also be treated as the MP's home rather than an office for the consideration of any travel claims.
- 6.9 Removal costs for moving to new office premises may be claimed from the contingency budget. No pre-approval is required. Other costs associated with moving, including any legal costs, must be claimed from the office costs budget.
- 6.10 MPs may claim under office costs for 'routine security measures', which are those not falling within the recommended or further measures funded from the security assistance budget (covered in Chapter 10).

Start-up supplement

- 6.11 A start-up supplement will be added to the office costs budget of newly elected MPs. It is designed to help new MPs meet the costs of setting up their constituency offices.
- 6.12 The start-up supplement is available to new MPs for the duration of the financial year in which they were elected. If a new MP is elected in the three months before the end of the relevant financial year, IPSA may exercise discretion in rolling forward all or part of the start-up supplement into the office costs budget for the following financial year.

Registration of properties

- 6.13 IPSA will pay for rent on an office only after it has been registered and accompanied by the required documentation including the MP's rental agreement.
- 6.14 Claims for the following costs will only be allowed if the constituency or home office has been registered with IPSA, and if they comply with paragraph 6.6 in the case of home offices:
- a. energy and water bills;
 - b. business rates (not for home offices);
 - c. contents insurance;
 - d. buildings insurance (not for home offices);
 - e. rental and usage costs for telephone and internet access.

Rental agreements

- 6.15 MPs are responsible for checking the terms and conditions of their rental agreements, including any service charges, penalty clauses and other clauses which may otherwise lead to unexpected costs. They should check their liability for business rates on the premises before signing the contract.
- 6.16 MPs must inform IPSA immediately when a rental agreement commences, ends, or is renewed, or if there are changes to the contract, such as the rental charge or the landlord's payment details.
- 6.17 MPs should negotiate a clause in their contracts to allow them to give two months' notice in the event of a change in circumstances, such as leaving Parliament or any other circumstances which means they have to vacate the property. They will only be able to claim for rent and other office costs incurred during the two-month winding-up period after leaving Parliament. Any further costs incurred after that period will not be funded by IPSA.

Use of offices by others

- 6.18 Where MPs grant a licence or give permission to any other person to use the constituency office or any part of it (such as a subletting arrangement), a fee must be charged which reflects an appropriate proportion of the rent and other costs incurred. The fee must be remitted to IPSA in its entirety.
- 6.19 The MP must notify IPSA at the start of a subletting/licensee-licensor arrangement, and provide information as required, including a copy of the subletting/licensee-licensor agreement and details of the sublessee/licensee; the proportion of the property being sublet or occupied; the fee being charged and the frequency and form of repayment of such fees to IPSA.
- 6.20 IPSA will not cover any costs directly attributable to use of the office by the sublessee/licensee, including the cost of making good dilapidations or repairs as a result of damage caused by the actions of the sublessee/licensee. IPSA will not cover costs exceeding the office costs budget limit which arise as a result of the subletting or licence arrangement coming to an end.

Shared offices

6.21 If an MP shares a constituency office or surgery – for example, with another MP, or a member of the Scottish Parliament, the Welsh Parliament or the Northern Ireland Assembly – office costs may be claimed only for the appropriate proportion of the rent and other costs. The MP will be required to inform IPSA of the relevant proportion when registering the office.

Valuations to confirm the market rate

6.22 Where the constituency office is to be rented from a political party or constituency association, IPSA will arrange for a valuation of the market rate for the contract prepared by a valuer regulated by the Royal Institution of Chartered Surveyors. The rent claimed on the office must not exceed the market rate.

6.23 IPSA will also arrange for a valuation where the MP sublets or grants a licence in respect of the constituency office, or part of it, to a political party or constituency association, or to a connected party (as defined in paragraph 3.20). The rent or fee charged must not fall below the market rate.

6.24 IPSA reserves the right to seek a valuation to confirm the market rental rate for an office in any other circumstances where it considers it appropriate.

Loans for deposits on rental properties

6.25 An MP who intends to claim from the office costs budget for rental costs may apply to IPSA for a loan to cover any deposit payable at the start of a tenancy.

6.26 Applications for loans must be submitted by the MP and accompanied by a rental agreement for IPSA to approve. IPSA will pay the loan to the MP, who will forward the deposit to the landlord. IPSA may consider a deposit loan application that is accompanied by a draft rental agreement; in these circumstances, a fully signed agreement must be submitted to IPSA within one month of the start of the tenancy. If this condition is not met, IPSA may recover the deposit loan and any rent already paid under the draft agreement from the MP.

6.27 The MP is responsible for securing the return of the deposit and for repaying the amount in full to IPSA, no later than one month after the date on which the tenancy comes to an end; or, where the MP leaves Parliament, no later than one month after the end of the winding-up period as set out in paragraph 8.2 (whichever is earlier). Any shortfall between the deposit paid and the amount returned shall be the sole responsibility of the MP.

Allowance for homeworking costs

6.28 An allowance ('the homeworking allowance') is payable to MPs' staff members who are working from home as a result of the coronavirus pandemic¹, to cover homeworking costs such as telephone, internet, electricity and gas usage. These amounts will be paid directly to relevant staff members through the payroll, with the costs allocated to the office costs budget.

6.29 The homeworking allowance amount will be the prevailing amount as set out in HMRC guidance as the maximum that can be paid to employees without evidence of the actual costs incurred. Payment of this amount will be pro-rated for staff members who start or end their employment during a month.

6.30 In respect of a staff member in receipt of the homeworking allowance, IPSA will not accept claims (or will seek repayment of claims already paid) under paragraphs 6.6 and 6.14 for costs which are incurred as a result of homeworking and are additional to those which are part of the normal cost of living in the home, including:

- a. energy and water bills;
- b. contents insurance; or
- c. rental and usage costs for telephone and internet access.

6.31 If individual staff members are not working from home, or do not wish to be in receipt of the homeworking allowance, the employing MP must notify IPSA by the normal monthly deadline for payroll changes. This also applies where staff members who were previously in receipt of the homeworking allowance have returned to their normal place of work (the constituency or Westminster office).

¹ In the Scheme any references to 'coronavirus' mean severe acute respiratory syndrome coronavirus 2 (SARSCoV-2) designated by HM Government as COVID-19.

6.32 IPSA may in its discretion determine whether and when to cease payment of the homeworking allowance and will provide reasonable notice, to be published on IPSA's website and communicated to MPs and their staff members. In making such determinations, IPSA will take into consideration Government guidance relating to the coronavirus pandemic, as well as other relevant considerations.

General points

6.33 For MPs representing Welsh constituencies, the cost of translation between the Welsh and English languages can be claimed from the contingency budget rather than the office costs budget. No prior approval is required.

6.34 When submitting claims for telephone calls, MPs should only claim for that proportion of the costs which has been incurred for parliamentary purposes.

6.35 MPs may claim for pooled staffing services (as described in paragraph 7.3b) from either the office costs or staffing budget.

Chapter 7. Staffing Costs

- 7.1 Staffing costs may be claimed to meet the cost of staff who support MPs in performing their parliamentary functions. Throughout this chapter, 'staff' should be taken to include 'apprentices' where those apprenticeships meet the standards of the National Apprenticeship Service; and 'employed interns', except where stated otherwise in paragraphs 7.9 and 7.10.
- 7.2 Nothing in this Scheme affects the MP's position as the employer of his or her staff.
- 7.3 The staffing budget may be used to meet the following costs:
- a. staff salaries, employers' contributions to National Insurance and employers' contributions to pension schemes;
 - b. payments for pooled staffing services, which provide research, briefing and drafting services to groups of MPs, and have an arrangement with IPSA in place;
 - c. payments for bought-in services, where staffing services are provided by companies, self-employed individuals and others not on the MP's payroll;
 - d. overtime payments, to the extent that these are specified in staff terms and conditions;
 - e. payments for childcare vouchers for staff, cycle-to-work schemes, or other payments by way of salary sacrifice;
 - f. reward and recognition payments, except where the employee is a connected party;
 - g. one-off health and welfare costs associated with provision of staffing support, such as eyesight tests and occupational health assessments;
 - h. costs associated with apprenticeships that meet the standards of the National Apprenticeship Service;
 - i. the incidental expenses of volunteers;
 - j. staff training costs (which may also be claimed from the office costs budget).
- 7.4 IPSA will not accept any claims or requests for payments (including payment of overtime, increases in salary, addition of new staff members to payroll, or other changes to the staff complement) where these will take an MP over the staffing budget limit for the year.
- 7.5 Redundancy payments, pay in-lieu-of-notice and pay for untaken leave when staff members leave employment must be funded from the staffing budget, except where these are the result of an MP leaving office (see paragraph 8.7). IPSA may consider funding exceptional cases from the contingency budget.

Conditions for payment of staff salaries

- 7.6 The salaries of staff employed by MPs after 7 May 2010 will only be paid by IPSA if the following conditions are satisfied:
- a. the member of staff is employed to do work that complies with one or more of the job descriptions published by IPSA;
 - b. the member of staff's salary is within the relevant range published by IPSA for the job description in question;
 - c. a contract of employment that complies with the model contract of employment published by IPSA from time to time has been signed by the relevant parties.
- 7.7 Staff already employed by an MP on 7 May 2010 may remain on job descriptions, salaries and contracts that do not conform to the conditions in paragraph 7.6, provided they remain employed by the same MP.
- 7.8 Once the conditions set out in paragraph 7.6 have been fulfilled (or IPSA is satisfied that they will be fulfilled), IPSA may pay the salaries of MPs' staff with effect from the commencement of the staff members' employment.

Apprentices

- 7.9 Paragraph 7.6 does not apply to apprentices. The salaries of apprentices employed by an MP after 7 May 2010 will be paid by IPSA provided that the apprentice is employed on terms that meet the standards of the National Apprenticeship Scheme.

Employed interns

- 7.10 Paragraph 7.6 does not apply to employed interns. The salaries of employed interns engaged by an MP after 7 May 2010 will be paid by IPSA provided that the employment conditions comply with the requirements of National Minimum Wage legislation.

Connected parties

7.11 Staffing costs may only be claimed for the salary of one employee who is a connected party as defined in paragraph 3.20 (subject to paragraphs 3.23 and 3.24), unless the MP already employed more than one connected party on 7 May 2010. In that case the MP may continue to claim for the salaries of those connected parties. As described in paragraphs 3.23 and 3.24, IPSA will not pay for any new employees who are connected parties and who are employed on or after 9 June 2017; nor will IPSA pay for employees who become connected parties as defined in paragraph 3.20, subject to a transition period of two years.

Staff absence costs

- 7.12 The following costs will be met centrally from a staff absence budget and will not be deducted from MPs' staffing budgets:
- a. costs of staff who are on maternity, paternity or adoption leave;
 - b. costs of staff who are on long-term sick leave (i.e. longer than two weeks); and
 - c. costs of staff who are UK armed forces reservists and have been granted special paid leave in order to participate in mandatory training in connection with their role in the reserve forces, up to 15 days per staff member per year.
- 7.13 The costs of staff to cover for those absent as described in paragraph 7.12 will be met from MPs' staffing budgets. MPs should not make arrangements which will take them over their staffing budget limit.

Reward and recognition

7.14 MPs may make reward and recognition payments to their staff (with the exception of staff members who are connected parties) in recognition of outstanding performance. No more than 2% of the MP's staffing budget may be used for reward and recognition during the year, and no individual member of staff may receive more than £1,000 per year (not including on-costs). If any MPs exceed these amounts, they will have to fund the excess from their own resources. Claims for these additional sums will not be processed by IPSA.

Annual salary increases for staff

- 7.15 As part of the regular review of the Scheme, IPSA may provide additional funds to MPs' staffing budget to facilitate a percentage annual increase to the salaries of staff members. Such annual increases will be applied automatically, except where a member of staff has been opted out of this arrangement under paragraph 7.16. The amount of this increase will be determined by IPSA and communicated to MPs and their staff ahead of the start of the financial year.
- 7.16 If an MP wishes to opt out of the automatic application of the annual salary increase referred to in 7.15, for one or more of their staff members, the MP must notify IPSA by the deadline communicated by IPSA in guidance.

Employment status of staff

- 7.17 MPs need to be aware of relevant guidance from HMRC and must ensure that all their staff have the correct employment status, so that the correct tax and National Insurance contributions are paid. Employment status is determined by the nature of the working relationship, including the level of control exercised by the MP, even if the work is only casual or part-time.

Employers' contributions to National Insurance

- 7.18 Employers' National Insurance contributions will be paid by IPSA for all members of staff for whom salaries are paid. These will be deducted from the staffing budget. Employees' contributions will be deducted from salaries.

Pension scheme payments

- 7.19 IPSA will make employers' pension contributions (equal to 10% of the employee's salary), on the MP's behalf, in respect of eligible employees for whom salaries are paid. Payments will be deducted from the staffing budget and made to the MPs' Staff Pension Scheme. Any employees' contributions will be deducted from their salaries.

Salary sacrifice for employee benefits

7.20 An MP may request IPSA to make arrangements for employees to have access to benefits such as childcare voucher schemes through salary sacrifice arrangements. Payments from staff's salaries will be administered by IPSA. Any employer contributions will be deducted from the staffing budget.

Rolling forward untaken leave

7.21 All new staff contracts must stipulate that the maximum amount of untaken leave that can be rolled forward from one leave year to the next is 5 working days, unless the employee has been prevented from taking that leave due to sickness absence, maternity, paternity or adoption leave. This requirement cannot be enforced in contracts in place before 1 April 2017.

Volunteers

7.22 MPs must register a volunteer with IPSA and submit a signed arrangement with the volunteer before claims for incidental expenses can be made. The signed arrangement must comply with the model volunteer arrangement published by IPSA. Incidental expenses are limited to the cost of reasonable travel and food, and non-alcoholic drinks, which are incurred as a result of parliamentary activity.

7.23 Volunteers are not required to carry out specific duties for the MP, and they are assisting the MP with his or her duties on a voluntary basis. Should the nature of the volunteer's work change so that they would be classified as an employed intern, the MP must contact IPSA and provide the individual with a contract of employment, subject to National Minimum Wage legislation.

7.24 MPs must notify IPSA whenever an arrangement with a volunteer comes to an end.

Chapter 8. Winding-Up Costs and Payments upon Losing Office

Winding-up costs

- 8.1 Winding-up costs may be claimed by former MPs from the budgets outlined in the Scheme to support them in completing their outstanding parliamentary functions, including the costs of closing down constituency offices. Winding-up costs may be claimed following a general election by former MPs who have not stood for re-election or have lost their seat at the election, as well as by those who cease to be MPs during a parliament.
- 8.2 Former MPs may claim for winding-up costs incurred during a maximum of two months after they have left Parliament, referred to as the winding-up period. For former MPs who either stand down or lose their seats at a general election, the winding-up period starts on the day after the election. For those who cease to be MPs during a parliament, the winding-up period starts on the day after the seat is vacated.
- 8.3 IPSA may make provision to extend the winding-up period beyond two months in exceptional circumstances or in the event an MP has been recalled and is contesting a by-election to return to Parliament.
- 8.4 Winding-up costs may include:
- a. Salary, National Insurance and employer pension contribution costs, and any overtime payments for staff who continue to work for the MP during the winding-up period;
 - b. accommodation rental payments and/or associated costs during the winding-up period;
 - c. any office and travel costs during the winding-up period which remain necessary for the completion of the MP's parliamentary functions, including any contractual liabilities, such as office rent, utility bills and equipment rental payments, subject to paragraph 8.6;
 - d. the costs, including removals, of leaving any office or accommodation funded under the Scheme.
- 8.5 Former MPs must arrange for the disposal of their office equipment and furniture, which should be done safely and securely, in compliance with data protection legislation (amongst other things). The costs relating to disposal of office equipment and furniture may be claimed from IPSA. Former MPs may choose to transfer items to another MP or donate them to a charity of their choice. If former MPs make any money from disposing of equipment, this must be

refunded to IPSA. Where former MPs or staff members choose to retain items, they will be required to repay an amount equivalent to the depreciated value of the item to IPSA.

- 8.6 IPSA will not pay claims for the purchase of new office equipment (including IT) or furniture during the winding-up period. If former MPs have an exceptional need for new furniture or equipment during the winding-up period, they must apply for contingency funding.
- 8.7 The costs of staff redundancy payments, payments for untaken leave and pay-in-lieu-of-notice as a result of winding-up will be met from the contingency budget. Former MPs are expected to give their staff notice of redundancy at a point which allows them to wind up their affairs effectively and minimises the cost of pay in-lieu-of-notice to the taxpayer.
- 8.8 MPs who received disability or security assistance prior to leaving Parliament may continue to claim on the same basis until the end of the winding-up period.

Winding-up payments

- 8.9 Former MPs will be eligible to receive a winding-up payment if one of the following conditions apply:
- a. they lose their seat at a general election, meaning that they were an MP on the day before the dissolution of Parliament and a candidate for re-election for the same seat, but not re-elected; or
 - b. they stand down at a general election which occurs before the end of a fixed parliamentary term.
- 8.10 A winding-up payment is of a value equivalent to two months' salary after the deduction of tax and National Insurance (the payment is not actually taxed). This is a single amount applicable to all eligible MPs, calculated using the MPs' basic salary during the financial year in which the election occurs and standard tax and National Insurance deductions. It will be paid with the first payroll which takes place during the winding-up period.

Loss-of-office payments

- 8.11 Former MPs will be eligible to receive a loss-of-office payment if they lose their seat at a general election, meaning that they were an MP on the day before the dissolution of Parliament and a candidate for re-election for the same seat, but not re-elected.
- 8.12 The amount of the loss-of-office payment will be equal to double the prevailing statutory redundancy entitlement. The effect of this paragraph and paragraph 8.11 is that an MP will only be eligible for a loss-of-office payment if they have held office for a continuous period of at least two years at the point they lose their seat.
- 8.13 IPSA will only pay the loss-of-office payment after former MPs have made the following arrangements to wind up their affairs, where necessary:
- a. issuing redundancy notices to staff and sending instructions to IPSA;
 - b. repaying any outstanding debts to IPSA (such as repayment of deposit loans and overpayments) subject to paragraph 8.14;
 - c. submitting all business costs claims for the period running up to the election (or point at which the seat was vacated);
 - d. carrying out administrative tasks, such as cancellation of the IPSA payment card; and
 - e. any other necessary tasks identified by IPSA.
- 8.14 MPs may have outstanding debts to IPSA deducted from their entitlement to a winding-up or loss-of-office payment. Any remaining entitlement will be subject to paragraph 8.13.
- 8.15 Winding-up payments and loss-of-office payments are treated as redundancy payments for tax purposes. This means that if the combined amount paid to a former MP reaches the threshold set by HMRC, any amounts over the threshold will be subject to tax.

Part E. Other Support

Chapter 9. Travel and Subsistence Costs

- 9.1 Travel and travel-related subsistence costs can be claimed when in support of the MP's parliamentary functions.
- 9.2 MPs may claim for travel by public transport, private transport, taxis and hire cars.
- 9.3 IPSA will pay an MP's claims for travel and subsistence costs relating to the following types of journeys:
- a. Journeys between London and the MP's constituency
 - b. Journeys within the MP's constituency
 - c. Extended UK travel, meaning travel to another UK location not falling under a. or b.;
 - d. Journeys to and from other countries in Europe (no other international travel may be claimed, except where Parliament is recalled as described in paragraph 10.18).
- 9.4 Paragraph 9.3 allows journeys in support of MPs' parliamentary functions. However MPs cannot claim for commuting costs, meaning the journey between their constituency office and constituency residence; or the journey between Westminster and their London Area residence. Non-London Area MPs can choose to claim for travel to Westminster from outside of London daily instead of claiming accommodation costs.
- 9.5 If MPs travel between Westminster and the constituency but make a diversion from the normal route for non-parliamentary purposes, they may claim for a 'diverted' journey. The maximum claimable fare for such a journey is the standard open fare of the direct journey between Westminster and the constituency.
- 9.6 MPs must include notes explaining the reason for the journey when claiming for extended UK travel and 'diverted' journeys.

Travel by members of MPs' families

- 9.7 MPs may claim for journeys by their dependants, as defined in paragraph 3.17, between their constituency and London.

- 9.8 MPs may also claim for journeys by their spouse or partner between their constituency and London.
- 9.9 Where a dependant needs assistance from a carer other than an MP's spouse or partner while travelling, the cost of the carer's journey may also be claimed.
- 9.10 MPs' dependants, spouses or partners, and other carers must be registered with IPSA before travel can be claimed for them.

Travel by MPs' staff

- 9.11 MPs' staff are eligible to claim for the same travel costs as MPs, with the exception of journeys to and from other countries in Europe. Claims for travel by members of their families will not be paid.
- 9.12 No costs relating to commutes between a staff member's home and a normal place of work will be paid. Staff members whose home is their contractual place of work may claim for the cost of occasional and ad hoc travel between their home and Westminster and/or the constituency office. They should be aware of HMRC guidance in relation to whether the payment or reimbursement of such costs could be subject to tax.
- 9.13 Travel costs incurred in order to attend training events may be claimed.

Public transport

- 9.14 For journeys by public transport, MPs may buy a ticket of any class but (except where paragraph 9.15 applies) reimbursement will be limited to the rate of an economy class ticket available at the time of booking. In the case of air travel, 'economy' includes 'flexible economy'.
- 9.15 For journeys made by rail, reimbursement will be limited to the rate of an 'anytime standard open' ticket for the journey prevalent at the time of the claim.
- 9.16 MPs travelling on sleeper train services are additionally entitled to claim for a sleeper supplement for a single occupancy berth.

9.17 MPs may claim the cost of a railcard or season ticket which allows savings to be made on future purchases of rail tickets for parliamentary journeys.

Private transport

9.18 Private cars, motorcycles or bicycles may be used as an alternative to public transport. An MP undertaking a journey by private transport will be reimbursed in accordance with the rates set by Parliament and administered by HMRC (current rates are set out in Annex A). If the rates change during the year, IPSA will reimburse claims according to the new rates from the date at which they take effect.

9.19 MPs using private transport may claim reimbursement of the costs of parking charges, congestion and ultra-low emission zone charging and road tolls. Penalty charges or additional charges for late payment, or civil charges for traffic, parking or other violations, will not be reimbursed.

Taxis

9.20 Taxi fares will only be reimbursed when a journey by taxi is necessary because:

- a. no other reasonable method of transport is available for all or part of the journey; or
- b. alternative methods of transport are impracticable due to pregnancy, disability, illness or injury of the MP or staff member; or
- c. MPs have been working on parliamentary business after 10pm, as set out in paragraph 9.30.

9.21 When submitting claims for taxi journeys MPs must include a note on the reasons for taking a taxi rather than using public transport.

Hire cars

9.22 Hire cars may be used where there is no reasonable alternative. MPs may claim for the cost of hiring the vehicle, of any fuel used, and insurance purchased.

Hotel costs

- 9.23 MPs may claim for the cost of an overnight hotel stay where they have travelled as part of their parliamentary activities, and it would be unreasonable to return to any residence either in the London Area or their constituency.
- 9.24 MPs may not claim for hotel stays in the London Area under travel and subsistence, except when they have been working after 10pm on parliamentary matters, as described in paragraph 9.30. The rules covering use of hotels by non-London Area MPs as an alternative to claiming for rental accommodation are set out in Chapter 4.
- 9.25 MPs may also claim for the cost of an overnight hotel stay for their staff, where the staff member has travelled in support of the MP's parliamentary functions, including for training, and it would be unreasonable for them to have to return to their own residence.
- 9.26 Where a dependant needs assistance from a carer other than an MP's spouse or partner while travelling, and the carer requires an overnight hotel stay, IPSA will pay for the cost of the hotel.
- 9.27 Hotel costs claimed under travel and subsistence are subject to nightly cost limits, as set out in Annex A. MPs may group together a number of nights during a single stay and claim the full amount if the average per night does not exceed the limit.

Subsistence costs

- 9.28 MPs may claim for the cost of purchasing food and non-alcoholic drinks where they have stayed overnight outside the London Area and their constituency. This is subject to a maximum for each night they have stayed, as set out in Annex A.
- 9.29 MPs' staff and carers may also claim for the cost of food and non-alcoholic drinks when staying overnight in line with the rules. The maximum subsistence rates in Annex A apply.

Working late on parliamentary matters

- 9.30 If MPs have been working after 10pm on parliamentary matters they may claim for a taxi to their London Area residence or for an overnight stay in a hotel. MPs who claim for an overnight stay in a hotel under this paragraph may also claim for the cost of a taxi to the hotel.
- 9.31 Claims for hotels under paragraph 9.30 are subject to the nightly cost limit for hotels in London set out in Annex A. If, in exceptional circumstances, MPs are unable to find a hotel within the cost limit, they may claim for the total cost, provided they have evidence to show why it was not possible to find a hotel within the price limit.

Chapter 10. Miscellaneous Costs and Financial Assistance

Disability assistance

- 10.1 Disability assistance may be claimed by any MP for additional parliamentary costs incurred in fulfilling their obligations under the Equality Act 2010, by providing reasonable adjustments for people with disabilities including staff members, volunteers, job applicants or constituents visiting the MP's office or a surgery. Disability assistance is also available to fund reasonable adjustments for MPs who have a disability.
- 10.2 Disability assistance may be claimed to meet the costs of any reasonable adjustments including, but not limited to:
- a. staff and associated costs;
 - b. IT and other specialist equipment;
 - c. office furniture;
 - d. necessary adjustments to office premises or accommodation;
 - e. necessary costs of securing larger office premises or accommodation; and
 - f. necessary additional travel costs (including for carers or support staff where necessary).
- 10.3 A claim for disability assistance must be accompanied by a clear statement of the nature of the disability in question and the assistance required. In some cases, IPSA may commission an independent assessment to ensure the impact of the person's disability and the adjustments needed are fully explored and understood. Where an MP commissions a disability assessment for a staff member, the cost of the assessment may also be claimed under disability assistance.
- 10.4 Claims for disability assistance can only be made by MPs for funding to support the performance of their parliamentary functions outside the parliamentary estate. There is no set limit on the amount of disability assistance an MP may receive; the level of allowable claims will be decided on a case-by-case basis.
- 10.5 IPSA may also use its discretion to provide disability assistance for MPs who have a short-term medical condition which means they need additional but temporary support for their parliamentary role.

Security assistance

Recommended measures

- 10.6 IPSA will fund the cost of recommended security measures from the security assistance budget. The recommended security measures are owned by the Members' Security Support Service (MSSS) at the House of Commons, in conjunction with the National Police Chiefs' Council, and have been developed by the National Counter Terrorism Security Office and Secured by Design. IPSA will fund these measures as a matter of routine.
- 10.7 Where such measures relate to a property, they may be installed at MPs' constituency offices, IPSA-funded accommodation and MPs' private residences, providing the property has been registered with IPSA. For non-London Area MPs, security funding is normally available for one constituency and one London Area residence; for London Area MPs, it is normally available only for one London Area residence. Recommended security measures may also be those unrelated to specific properties.
- 10.8 Where the recommended measures have been installed by the House of Commons' approved contractor, IPSA will pay the costs direct to the contractor. Where MPs choose not to use the House of Commons' approved contract, they must, before agreeing to proceed with the proposed measures, submit an application for the funding supported by at least one independent quote. The quote will be checked to ensure the proposed work meets the recommended measures specification and presents value for money compared with the approved contractor.

Further measures

- 10.9 IPSA will also fund further security measures recommended by the MSSS on a case-by-case basis and in accordance with agreed processes, for individual MPs who have additional security requirements. Such measures may be applied to the properties listed in 10.7, or to other properties, depending on police advice. Further security measures may also be those unrelated to specific properties.
- 10.10 Further security measures may be funded for individuals other than the MP, such as family members or staff members, where they are recommended by the MSSS.

Contingency funding

- 10.11 MPs may apply to IPSA for contingency funding, under the following circumstances:
- a. where they have incurred a cost, or liability for a cost, which is not covered by the Scheme, but which they consider to be in support of their parliamentary functions;
 - b. where their spending under a particular budget has exceeded or may exceed the budget limit for the year and they consider this to be the result of exceptional circumstances.
- 10.12 In order to apply for contingency funding, MPs must complete an application form and follow the process as set out in guidance.
- 10.13 IPSA may decide to accept or reject an application under paragraph 10.11 at its discretion. In considering its decision IPSA shall take into account the following factors:
- a. whether there are exceptional circumstances warranting additional support;
 - b. whether the MP could reasonably have been expected to take any action to avoid the circumstances which gave rise to the expenditure or liability; and
 - c. whether the MP's performance of parliamentary functions will be significantly impaired by a refusal of the claim.

MP parental leave and absence budget

- 10.14 MPs who take time off after the birth or adoption of a child, or for other reasons such as illness, are eligible for funding to provide cover for their office during their absence (normally where this is longer than three months). This will be paid from the MP parental leave and absence budget, subject to a maximum as set out in Annex A.
- 10.15 For new parents, funding for cover will normally be provided for a maximum period of seven months for the biological parent or primary adopter. Longer periods and/or alternative arrangements may be agreed on a case-by-case basis. In cases of illness or absence for other reasons, the period of absence will be agreed on a case-by-case basis. The funding provided does not need to be used for cover over one continuous period.
- 10.16 MPs who request funding for cover during a period of absence must provide evidence as required by IPSA and set out in guidance.

10.17 MPs may choose how to arrange cover during a period of absence. The use of IPSA funding for this purpose is subject to the normal rules on staffing costs set out in Chapter 7, including the requirements for staff to be employed on a standard IPSA contract and job description and to be paid within the standard salary range for their job role.

Recalls of Parliament

10.18 In the event of a recall of Parliament during recess, IPSA will pay claims for any reasonable travel by MPs and their spouses, partners or dependants to Westminster or their London Area residence. This includes international travel back to the UK and, if necessary, return travel to the foreign location, from which they were recalled. MPs will be expected to claim for standard class or equivalent fares unless they have no alternative, or there is a more cost-effective option available.

Expenditure during the dissolution period

10.19 During the period between the dissolution of Parliament and the day after polling day the following conditions will apply to claims made under this Scheme.

10.20 Accommodation costs may be claimed in accordance with the normal rules of the Scheme.

10.21 Office costs may be claimed in accordance with the normal rules of the Scheme, taking into account paragraph 10.22. Office equipment and supplies purchased in support of MPs' parliamentary functions may not be used for party political or campaigning activities, except where the MP has paid a fee in accordance with 10.23. Any MP who intends to use his or her IPSA-funded office for any activities which could be construed as campaign expenditure or election expenses may only claim the proportion of the rent, utilities and other costs which relates to parliamentary activity.

10.22 While they may continue to exercise discretion in claiming for office costs, MPs should only purchase office furniture, IT hardware and other capital equipment where there is an exceptional need to do so.

- 10.23 An MP who wishes to use existing IT equipment, which has been purchased using IPSA funds, for campaigning activity may do so provided they pay a 'hire' fee, as specified by IPSA, at the start of the dissolution period. MPs who choose to do this must ensure that they comply with electoral law regarding expenses and donations.
- 10.24 Staffing costs may not be claimed for any party political or campaigning activity. Staff wishing to undertake party political activity must not do so during their working hours and must instead take paid or unpaid leave. If a staff member plans to take unpaid leave, MPs must notify IPSA in advance, so that pay adjustments can be made.
- 10.25 Staff who normally work for MPs at Westminster may claim for travel between Westminster and the MP's constituency office. They may also claim for journeys between their home and the constituency office. If they need to stay overnight in the constituency, they may claim for hotels and other subsistence. In all other respects the normal travel and subsistence rules apply.

Other financial assistance

- 10.26 In addition to any other payments or assistance provided by this Scheme, IPSA may, at its discretion and on an individual basis, provide any additional financial assistance to MPs it deems necessary to assist them in carrying out their parliamentary functions.

Schedule 1. List of constituencies in the London Area

| | | | |
|----|----------------------------------|----|-----------------------------------|
| 1 | Barking | 42 | Hackney North and Stoke Newington |
| 2 | Battersea | 43 | Hackney South and Shoreditch |
| 3 | Beaconsfield | 44 | Hammersmith |
| 4 | Beckenham | 45 | Hampstead and Kilburn |
| 5 | Bermondsey and Old Southwark | 46 | Harlow |
| 6 | Bethnal Green and Bow | 47 | Harrow East |
| 7 | Bexleyheath and Crayford | 48 | Harrow West |
| 8 | Brent Central | 49 | Hayes and Harlington |
| 9 | Brent North | 50 | Hendon |
| 10 | Brentford and Isleworth | 51 | Hertford and Stortford |
| 11 | Brentwood and Ongar | 52 | Hertsmere |
| 12 | Bromley and Chislehurst | 53 | Holborn and St Pancras |
| 13 | Broxbourne | 54 | Hornchurch and Upminster |
| 14 | Camberwell and Peckham | 55 | Hornsey and Wood Green |
| 15 | Carshalton and Wallington | 56 | Ilford North |
| 16 | Chelsea and Fulham | 57 | Ilford South |
| 17 | Chingford and Woodford Green | 58 | Islington North |
| 18 | Chipping Barnet | 59 | Islington South and Finsbury |
| 19 | Cities of London and Westminster | 60 | Kensington |
| 20 | Croydon Central | 61 | Kingston and Surbiton |
| 21 | Croydon North | 62 | Lewisham East |
| 22 | Croydon South | 63 | Lewisham West and Penge |
| 23 | Dagenham and Rainham | 64 | Lewisham, Deptford |
| 24 | Dartford | 65 | Leyton and Wanstead |
| 25 | Dulwich and West Norwood | 66 | Mitcham and Morden |
| 26 | Ealing Central and Acton | 67 | Mole Valley |
| 27 | Ealing North | 68 | Old Bexley and Sidcup |
| 28 | Ealing, Southall | 69 | Orpington |
| 29 | East Ham | 70 | Poplar and Limehouse |
| 30 | East Surrey | 71 | Putney |
| 31 | Edmonton | 72 | Reigate |
| 32 | Eltham | 73 | Richmond Park |
| 33 | Enfield North | 74 | Romford |
| 34 | Enfield, Southgate | 75 | Ruislip, Northwood and Pinner |
| 35 | Epping Forest | 76 | Runnymede and Weybridge |
| 36 | Epsom and Ewell | 77 | Sevenoaks |
| 37 | Erith and Thamesmead | 78 | Slough |
| 38 | Esher and Walton | 79 | South West Hertfordshire |
| 39 | Feltham and Heston | 80 | Spelthorne |
| 40 | Finchley and Golders Green | 81 | St Albans |
| 41 | Greenwich and Woolwich | 82 | Streatham |

- 83 Sutton and Cheam
- 84 Thurrock
- 85 Tooting
- 86 Tottenham
- 87 Twickenham
- 88 Uxbridge and South Ruislip
- 89 Vauxhall
- 90 Walthamstow
- 91 Watford
- 92 Welwyn Hatfield
- 93 West Ham
- 94 Westminster North
- 95 Wimbledon
- 96 Windsor

NOTE. All other constituencies are classified as non-London Area.

Schedule 2. List of outer London Area constituencies whose MPs are eligible for Additional London Area Living Payment

- 1 Beaconsfield
- 2 Brentwood and Ongar
- 3 Broxbourne
- 4 Dartford
- 5 East Surrey
- 6 Epping Forest
- 7 Epsom and Ewell
- 8 Esher and Walton
- 9 Harlow
- 10 Hertford and Stortford
- 11 Hertsmere
- 12 Mole Valley
- 13 Reigate
- 14 Runnymede and Weybridge
- 15 Sevenoaks
- 16 Slough
- 17 South West Hertfordshire
- 18 Spelthorne
- 19 St Albans
- 20 Thurrock
- 21 Watford
- 22 Welwyn Hatfield
- 23 Windsor

Annex A. Summary of Budgets and Cost Limits for 2022-23

| Budget heading | Area/Eligibility | 2022-23 Budget |
|---|--|--|
| Accommodation – rental or hotel | London | £25,080 |
| | Constituency (outside London) | £17,840 |
| Accommodation – associated costs only | (Non-London MPs) | £5,910 |
| Accommodation uplift for MPs with dependants | Per eligible dependant per year (max of 3 uplifts) | £5,720 |
| Office costs | London Area MPs | £31,620 |
| | Non-London Area MPs | £28,570 |
| Start-up supplement | Newly elected MPs | £6,000 |
| Staffing costs | London Area MPs | £237,430 |
| | Non-London Area MPs | £221,750 |
| London Area Living Payment (LALP) | London Area MPs | £4,310 |
| Additional LALP | London Area MPs of 23 outer London constituencies | £1,530 |
| MP parental leave and absence | (Pro rata for period of absence) | £61,800 |
| Hotel nightly cost limit | London / Europe | £190 |
| | Rest of UK | £150 |
| Subsistence cost limit | (Per overnight stay) | £25 |
| Mileage reimbursement rates | Car | 45p per mile for the first 10,000 miles 25p per mile thereafter |
| | Motorcycle | 24p per mile |
| | Bicycle | 20p per mile |

Annex B. MPs' Staff Pay Ranges for 2022-23

London Area staff

| Job role | Annual minimum (£) | Annual maximum (£) |
|---|---------------------------|---------------------------|
| Administrative 1 (Administrative Officer) | £22,402 | £32,127 |
| Administrative 2 (Senior Administrative Officer) | £26,251 | £38,425 |
| Administrative 3 (Office Manager) | £33,759 | £50,310 |
| Executive 1 (Caseworker) | £24,000 | £36,413 |
| Executive 2 (Senior Caseworker) | £32,000 | £43,740 |
| Research 2 (Parliamentary Assistant) | £25,500 | £37,466 |
| Research 3 (Senior Parliamentary Assistant) | £36,575 | £53,630 |
| Employed Interns | £17,901 | £21,808 |
| MP Representative (MP parental leave and absence cover) | £61,800 | |

Note: The MPs' staff pay ranges are designed to ensure that MPs have the option of paying all staff the voluntary Living Wage, also known as the Real Living Wage (as determined by the Living Wage Foundation). Where the voluntary Living Wage is adjusted such that it exceeds the maximum of any published pay range, IPSA will treat the voluntary Living Wage as the new maximum for the remainder of the financial year.

Non-London Area staff

| Job role | Annual minimum (£) | Annual maximum (£) |
|---|---------------------------|---------------------------|
| Administrative 1 (Administrative Officer) | £19,305 | £27,301 |
| Administrative 2 (Senior Administrative Officer) | £23,397 | £34,071 |
| Administrative 3 (Office Manager) | £30,000 | £47,389 |
| Executive 1 (Caseworker) | £21,529 | £32,983 |
| Executive 2 (Senior Caseworker) | £28,311 | £41,593 |
| Research 2 (Parliamentary Assistant) | £23,839 | £34,401 |
| Research 3 (Senior Parliamentary Assistant) | £32,811 | £47,261 |
| Employed Interns | £17,901 | £21,808 |
| MP Representative (MP parental leave and absence cover) | £61,800 | |

Note: The MPs' staff pay ranges are designed to ensure that MPs have the option of paying all staff the voluntary Living Wage, also known as the Real Living Wage (as determined by the Living Wage Foundation). Where the voluntary Living Wage is adjusted such that it exceeds the maximum of any published pay range, IPSA will treat the voluntary Living Wage as the new maximum for the remainder of the financial year.

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