



Public Document Pack Housing and Community Overview and Scrutiny Agenda

Scrutiny making a positive difference: Member led and independent, Overview & Scrutiny Committee promote service improvements, influence policy development & hold Executive to account for the benefit of the Community of Dacorum

Wednesday 11 October 2023 at 7.30 pm

Conference Room 2 - The Forum

The Councillors listed below are requested to attend the above meeting, on the day and at the time and place stated, to consider the business set out in this agenda.

Membership

Councillor Barry (Chair)	Councillor Pesch
Councillor Capozzi (Vice-Chairman)	Councillor Williams
Councillor Adeleke	Councillor Banks
Councillor Barradell	Councillor Link
Councillor Cox	Councillor McArevey
Councillor Johnson	Councillor Pringle
Councillor Mottershead	Councillor Link

For further information, please contact Corporate and Democratic Support

AGENDA

1. MINUTES

To confirm the minutes from the previous meeting

2. APOLOGIES FOR ABSENCE

To receive any apologies for absence

3. DECLARATIONS OF INTEREST

To receive any declarations of interest

A member with a disclosable pecuniary interest or a personal interest in a matter who attends a meeting of the authority at which the matter is considered -

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent

and, if the interest is a disclosable pecuniary interest, or a personal interest which is also prejudicial

- (ii) may not participate in any discussion or vote on the matter (and must withdraw to the public seating area) unless they have been granted a dispensation.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Members' Register of Interests, or is not the subject of a pending notification, must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal and prejudicial interests are defined in Part 2 of the Code of Conduct For Members

[If a member is in any doubt as to whether they have an interest which should be declared they should seek the advice of the Monitoring Officer before the start of the meeting]

4. PUBLIC PARTICIPATION

An opportunity for members of the public to make statements or ask questions in accordance with the rules as to public participation

5. CONSIDERATION OF ANY MATTER REFERRED TO THE COMMITTEE IN RELATION TO CALL-IN

6. HUMANITARIAN ASSISTANCE (Pages 3 - 160)

7. HTIP PROGRESS REPORT (Pages 161 - 164)

8. REPAIRS AND MAINTENANCE TASK AND FINISH GROUP (Pages 165 - 168)

9. FORWARD PLAN (Pages 169 - 173)

10. ACTION POINTS (Page 174)



Housing Community Overview and Scrutiny Committee

Report for:	Housing Community Overview and Scrutiny Committee
Title of report:	Humanitarian Response
Date:	11 October 2023
Report on behalf of:	Councillor Simy Dhyani
Part:	I
If Part II, reason:	N/A
Appendices:	<p>Appendix 1 LAHF 2 Project Plan</p> <p>Appendix 2 DLUHC letter Ukraine HPG announcement</p> <p>Appendix 3 Funding Instruction LAs - Afghan Citizens Resettlement Scheme and Afghan Relocation and Assistance Policy FY 23-24</p> <p>Appendix 4 Asylum LA Funding Instruction Grant 3 2023-24</p> <p>Appendix 5 VPRP LA Funding Instruction - FINAL</p>
Background papers:	<p>Cabinet decision Syrian Resettlement Programme</p> <p>Afghan Locally Employed Staff briefing June 2021</p>
Glossary of acronyms and any other abbreviations used in this report:	<p>Syrian Vulnerable Persons Resettlement Programme (SVPRP)</p> <p>Afghan Locally Employed Scheme (ALES)</p> <p>Citizens Resettlement Scheme (ACRS)</p> <p>Hertfordshire County Council (HCC)</p> <p>East of England Local Government Association (EELGA)</p> <p>Local Authorities (LA's)</p> <p>Assistant Director (AD)</p> <p>Afghan Resettlement Accommodation Programme (ARAP)</p> <p>Home Office (HO)</p> <p>Voluntary Community Sector (VCS)</p> <p>Private Rented Sector (PRS)</p> <p>Initial asylum (IA)</p> <p>Dispersal Accommodation (DA)</p> <p>Overflow Asylum Accommodation (ODA)</p> <p>Clearsprings Ready Homes (CRH)</p> <p>English for Speakers of Other Languages (ESOL)</p>

Report Author / Responsible Officer

Author: Natasha Beresford, Assistant Director – Housing Operations & Safe Communities



Natasha.beresford@dacorum.gov.uk / 01442 228 840 (ext. 2840)

Corporate Priorities	<ul style="list-style-type: none"> • A clean, safe and enjoyable environment • Providing good quality affordable homes, in particular for those most in need
Wards affected	All.
Purpose of the report:	Inform Members of the current position in relation to Humanitarian Response activity and the council's response in relation to resettlement and asylum cohorts.
Recommendation (s) to the decision maker (s):	<ul style="list-style-type: none"> • Provide feedback regarding the approach to date and potential impacts for the council.
Period for post policy/project review:	Annually or upon material change in delivery

1 Introduction/Background:

The Housing Service leads the council's operational response to resettling refugees in Dacorum, which started following the Government's commitment that during 2015 and 2020 the UK would resettle 20,000 Syrian Refugees. On 30 September 2015, the Council carried a motion supporting the Syrian [Vulnerable Persons Resettlement Programme](#) (VPRP) scheme and along with 8 other Hertfordshire authorities, agreed to welcome refugee families over a 5 year period – with the first arriving in September 2016. The council recognised the importance of welcoming and integrating families to the UK to start a new life free of fear and oppression – in doing so it committed to resettling 10 households over a 5 year period. To date the council has resettled 9 households via the programme and is yet to finalise arrangements to resettle the tenth household, which was delayed due to the Covid19 pandemic and additional asks arising from the government in relation to support of those households fleeing Afghanistan and Ukraine.

As indicated, more recently activity has been extended to our resettlement of Afghan's, via the [Afghan Locally Employed Scheme \(ALES\) and Citizens resettlement scheme \(ACRS\)](#) providing assistance to households who had provided support to the British government. The council's decision to support the scheme, along with other Hertfordshire authorities was confirmed following discussions with Portfolio Holder Chief Officer Group on 24 June 2021. Between September 2021 and May 2022 the council resettled 5 Afghan households, who had been accommodated on an interim basis in a hotel.

Russia's war on Ukraine has caused the worst refugee crisis in Europe since the Second World War. This has resulted in more than 130,000 refugees fleeing to the UK, of which over 1100 have settled within Hertfordshire, with around 280 households resettled in Dacorum.

The Housing Service has built on already excellent working relationships that are in place to support vulnerable households across the borough, by extending current working arrangements and developing new with the voluntary, faith and statutory sector – to support the collaborative working with Hertfordshire County Council (HCC), East of England Local Government Association (EELGA) and Home Office to facilitate the needs of new households resettled or placed in the borough.

In response to national, regional and local pressures local authorities (LA's) responses in relation to resettlement and asylum activity has had to evolve significantly in recent years and for Dacorum this has become a more

permanent feature of activity delivered by the Housing services – ensuring that the growing demands and responsibilities of programmes are met. Using ring fenced grant funding allocations the service has increased resource to ensuring that responsibilities to our new residents are successfully fulfilled, critically also alleviating impacts upon existing resources and services to residents.

The Humanitarian Response team is led by Assistant Director (AD), Housing Operations & Safe Communities. The team have a range of experience, which is invaluable to effectively delivering the work of the team – including understanding of multiple disadvantages, trauma informed approaches, homelessness, domestic abuse and tenancy sustainment. Officers across the team also have broad cultural knowledge and experience, which includes additional languages spoken including Twi, Fanti, Arabic, Urdu and German. The AD supports the council's Chief Executive in representing Hertfordshire LA's in collaborative work across the region with EELGA, Home Office and contracted accommodation providers to ensure a strategic, cohesive approach to asylum dispersal, which makes sure that local and regional pressures are taken into consideration when addressing asylum requirements and dispersal arrangements.

The main body of the report, will provide further context into the activity within this remit, links to other aspects of organisational service delivery and wider impacts or considerations.

2 Key Issues/proposals/main body of the report:

Ukraine

The UK has three schemes in place to support households who wish to come to or remain in the UK:

- [Ukraine family scheme](#) – For family members of British nationals, UK settled persons and certain others to come or stay in the UK under the scheme.
- [Homes for Ukraine](#) – For those in the UK to offer a home to people fleeing Ukraine, by becoming a sponsor.
- [Ukraine Extension scheme](#) – open to some Ukrainian nationals and their family members who have, or previously had permission to be in the UK.

Primarily the council's involvement in relation to households fleeing Ukraine relate to the Homes for Ukraine Scheme. Where Hertfordshire residents register interest and progress through vetting processes to enable them to sponsor a household, HCC lead the matching process in liaison with the HO – this process includes safeguarding checks and liaison with the district and borough councils who complete accommodation checks. To date the council's Private Sector Housing Team has undertaken over 250 accommodation checks to determine property suitability and fitness, enabling sponsorship to progress. Weekly dashboard reporting is provided to the LA's to enable tracking of applications pending and of households that are settled in the borough, which are time of writing via the scheme is 222 households.

Households accommodated via the above schemes have settled status in the UK, giving right work, live and welfare assistance in the UK.

Due to factors such as cost of living crisis, unrealistic expectations and cultural misunderstanding this has resulted in some placements via the Homes for Ukraine scheme to breakdown – in such situations HCC proactively seek to identify an alternative placement via the re-matching process. In the event that re-matching cannot be achieved, this may result in a household approaching LA's for housing assistance – since April 2023, 10 households have approached the council for housing assistance.

Afghan Bridging hotels

In August 2021 over 3million households were displaced from their homes, following events in Kabul. As a direct result 15,000 Afghans were evacuated under Operation Pitting. Upon arrival in the UK many were transferred

onto the ALES or ACRS schemes. Households entering the UK via one of the identified schemes have been granted immediate Indefinite Leave to Remain.

Whilst many LA's nationally pledged assistance to Afghans displaced, with support and resettlement, this led to a significant number of households remaining living for some time in hotel (bridging accommodation). 'Bridging accommodation' includes all accommodation that is procured by the Home Office for the purpose of providing temporary accommodation for households evacuated to the UK.

In March 2023, the Government [announced](#) a staggered closure process for bridging sites. The council was one of a number of LA's nationally that have had such hotels in operation and as a result of the notification were informed early May 2023 that the Dacorum bridging hotel would close on 4 August 2023. The Humanitarian Response team worked proactively with stakeholders including Home Office (HO), HCC and Voluntary Community Sector (VCS) to lead the successful exit and placement of the remaining 84 residents (across 20 households) into accommodation. The Humanitarian Response – Housing Solutions, Lead Officer was successful in securing resettlement accommodation placements for the households into the private rented sector (PRS) for 15 households, sheltered housing for 2 households and registered provider accommodation for 3 households. A further 2 households are being supported to access PRS with properties identified.

Support Provision

For households being directly resettled by the council into accommodation in the borough through the aforementioned schemes, prior to arrival, the team undertake activity to prepare the accommodation once handed over as completed from our Empty Homes team (if within Dacorum's own stock) or from the landlord – this will include ensuring that the property is furnished, cleaned and readied for in. Close attention is paid by the team to household composition to ensure appropriate decisions when furnishing the property – for example type of bedding and furniture used for children.

Prior to arrival the team liaise directly with HCC to submit requests for education placements for children of school age, this ensures that school uniforms can be obtained for children and introductory meetings are scheduled on behalf of the family.

The Humanitarian Response team have developed extensive relationships within the community over the life of the schemes. On the date of arrival for the new household, the team make arrangements for a meal to be prepared (typically native to the country of origin) for the evening of arrival, this is usually provided by the community or volunteers. Food provision is obtained in advance of arrival for initial days and is stored appropriately within the property – care and attention is given to ensuring that food is culturally appropriate and sourced from local providers. A cash allowance is also provided to cover essentials until welfare benefit claims are processed.

Travel cards are purchased to cover the first 3 months following arrival, enabling exploration of the local area, orientate themselves, attend appointments and seek employment opportunities – with the translated information packs issued by the team.

The assigned support officer will assist with the household in submitting applications for their Biometric Residency Permit - which is needed to confirm their resident status, usually this will be a period of limited leave to remain, before applying for indefinite leave to remain (in the case of Syrian refugees only). This is needed to apply for all welfare benefits and to set up bank accounts.

Support is given to undertake registrations for local health provision and to attend initial health screenings, with interpreter support as identified.

In the first days following arrival support is often intensive, with lots of new information – the team ensure that they take time to enable households to settle at their own pace before meeting to assess the individual needs of the household and registering children in school.

With the support of an interpreter, visits to new schools are undertaken. English for Speakers of Other Languages (ESOL) is a priority, it is co-ordinated by the service and currently facilitated by West Herts College, Community Action Dacorum and for our own local provision, we are able to also provide volunteer led topic based ESOL, this could be around conversational English, shopping, communicating with schools etc.

Following initial arrival and settling in period, a tailored support plan is developed for the household in collaboration with the resettlement case officer – this plan seeks to identify activities that are specific to the households needs to enable effective community integration and resettlement. In addition to this the service works closely to identify a programme of activities, initiatives and projects that support wider integration in partnership with VCS and other stakeholders including statutory providers.

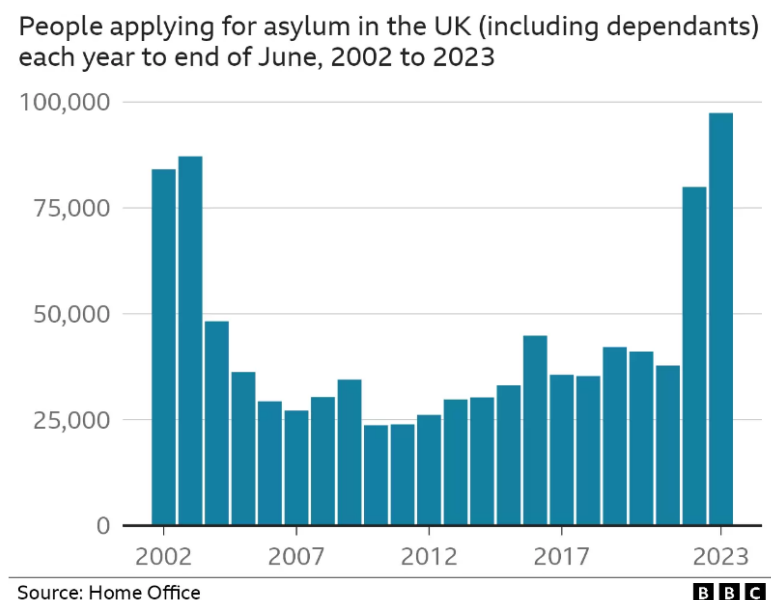
For the households supported via the VPRP programme resettlement and integration support is provided for a 5-year period, and for households supported via the ALES/ACRS schemes a 3-year period (this includes households accommodated by the council from bridging accommodation) this is in line with scheme requirements.

It is important to note that each cohort of refugees and asylum seekers are different, support before and post arrival may differ. For example Afghan households accommodated in bridging accommodation, have needed limited levels of support in respect of education and health needs, with support being focussed around activity such as access to further education and employment.

Asylum Seekers with a positive decision approaching Dacorum Borough Council will be assisted in line with homelessness legislation and will be supported into accommodation appropriate for their need, as is the case with households applying for housing assistance in the usual way.

Asylum

In recent times the UK has faced overwhelming asylum pressures, with government, rising small boat arrivals in the UK has seen unprecedented demands for interim housing pending determination of asylum claims. The below image, demonstrates the growth in asylum applications to the UK.



As a result of increasing pressures this has led to a lack of bed spaces within the HO accommodation portfolio, which has resulted in the increase use of hotels and procurement of accommodation within the PRS. Accommodation types for the asylum cohort are outlined below:

- Initial Asylum (IA) is short-term housing that can be full-board, half-board or self-catering. It is usually in a hostel-type environment – however in recent times, due to increasing pressures this has also included hotel accommodation. It is for asylum seekers who need accommodation urgently, before their support applications have been fully assessed and longer-term accommodation can be arranged.

- Dispersal Accommodation (DA) is long term dispersal accommodation for asylum seekers pending full determination of claim.
- Overflow Asylum Accommodation (ODA) is accommodation that is stood up when asylum centres are at capacity providing overflow relief.
- Spot booking accommodation is asylum accommodation that is stood up in the event of an emergency and sites are 'spot booked' by Home Office accommodation providers.

There are 3 IA sites being stood up across Hertfordshire, 3 of which are in Dacorum – currently at the time of writing are accommodating 586 residents across multiple nationalities. In April 2022, it was announced that to alleviate pressures all LA's nationally would become asylum dispersal areas, meaning that as households are granted asylum in the UK they will be dispersed through using an agreed allocation by each region, proportionate to the population size, which for the East Region is 5,200 bed spaces – the impact for Hertfordshire is illustrated below:

Hertfordshire	1,198,800	69	870	801	801
Broxbourne	99,000	24	72	48	48
Dacorum	155,100	0	113	113	113
East Hertfordshire	150,100	0	109	109	109
Hertsmere	107,800	2	78	76	76
North Hertfordshire	133,200	0	97	97	97
St Albans	148,200	6	108	102	102
Stevenage	89,500	12	65	53	53
Three Rivers	93,800	0	68	68	68
Watford	102,300	5	74	69	69
Welwyn Hatfield	119,900	20	87	67	67

The HO is aiming to achieve procurement of the above bed spaces by December 2023 through its accommodation provider Clearsprings Ready Homes (CRH). Where accommodation is identified in a LA area CRH are required to consult the district prior to recruitment, this process enables the authority to provide local intelligence to inform the procurement process. At the time of writing no progress has been made in achieving the allocation for Dacorum.

It is important to note that 113 bed spaces, is the maximum intended number of spaces to be procured in the borough at any one time. This means that as households receive their asylum determination and move out of dispersal accommodation a new household will replace them. Meaning the overall population numbers that move through the bed spaces in the borough will not be capped at 113. The service is liaising with Finance, HO and EELGA colleagues to help inform forecasting projections on the percentage of households likely to receive positive determinations, who may then go on to apply for housing assistance.

Local Authority Housing Fund (LAHF)

LA's were notified by Government of this [fund](#), which is intended to help council's fund housing provision for refugees who are unable to find settled accommodation through resettlement schemes. LA's were informed of indicative allocations made for their borough, based on a ranking of the number of individuals occupying bridging hotels in their area as at 31 March 2023 – in addition the ranking considered other factors in relation to housing pressures, which included:

- Private Rented Sector (PRS) rents in relation to income
- Unemployment rate
- The number of households in Temporary Accommodation (TA) per 1,000 households

- The number of families in nightly-paid and B&B TA
- The number of households on local authority waiting lists for social housing per 1,000 households.

This approach was used to ensure that the areas facing the greatest current and future housing pressures were prioritised in the funding allocation mechanism and their overall capacity to respond to specific pressures – which would be more limited in areas of high pressure or issues such as high cost and/or shortage of housing.

The council were invited to submit a validation form, confirming our agreement to deliver a minimum of 4 homes for resettlement and 1 home for temporary accommodation element, based on an indicative total grant allocation of £950,000. Homes must be delivered by March 2024 and match funded by the council. Of the homes being progressed through the project, three properties are long term void properties within our retained stock – which the council had been considering for disposal due to the costs associated with bringing homes back into use.

A project lead has been appointed to ensure delivery in line with requirements and the council will leverage the funding to acquire and refurbish suitable properties. It is projected that funding will cover 40% of property costs with the council funding the remaining amount via existing capital budget and Afghan grant funding allocation.

Funding

The resettlement scheme and asylum programme, carry different tranches of funding – which relate to:

- Overarching scheme delivery
- integration support
- Flexible funding
- Homeless prevention top up
- and numbers of households accommodated in asylum bed spaces.

LA's are required to submit claims and validation forms for each tranche of funding, in addition separate forms must be submitted via a dedicated portal for individual household funding. Monitoring of claims is a lengthy process, the team work collaboratively with Finance colleagues to ensure that claims are paid in a timely manner and in the event of discrepancies submit appropriate queries with HO claims teams.

Funding allocation is utilised to deliver scheme elements outlined, procurement and furnishing of property, preparation for household arrival and other associated costs – including funding of staffing resource, which has been forecast to March 2027.

The council's balance b/f from all schemes for 2022/23 was £562,405 and income for 2023/24 £1,311,325 (excluding LAHF).

Success

Due to the nature of the circumstances that many of our households have experienced, family dynamics and needs can often be extremely challenging – which as a result means that support provided is much more intensive. In such circumstances transitioning a household from arrival to integration has in some cases resulted in extensive support for a 3-5 year period, identifying interventions to address matters such as serious mental health, household domestic abuse and lack of confidence or poor self-esteem. Seeing households, gain invaluable support, gradual integration and increase independence over time is a huge success.

The delivery of the scheme activity is hugely rewarding and resettlement support provided is unique to each household. As a result the successes of the scheme are varied and include outcomes that many would take for granted, such as passing ESOL levels bringing households in line with UK students GCSE standard qualification, passing of a driving test and integration of children into new education settings.

Examples of recent scheme success include individuals achieving first choice university placement to pursue their chosen career, prevention of homelessness and gaining of accommodation in preferred area of choice or private sector, developing a new skill and taking part in volunteering.

In September 2023 the service has seen one resettled individual accepted onto an accountancy course with a local education provider, another individual has been successful in gaining employment with the council and will be working to support the work of the Humanitarian Response team.

Challenges

Aside from the complexities that arise from providing support to households with multiple disadvantages and have had to flee fear of persecution, war and terror in their home country, there are a number of other challenges that arise for the local authority linked to the delivery of activity – some of which are outlined below:

- Infrastructure demands – local voluntary and statutory services are directly impacted by increasing population flow from resettlement and asylum cohorts, as activity is often stood up in reactive response new population has not been forecast into local infrastructure planning for access to services such as health, education placement and delivery/funding of local services;
- PRS impacts – HO accommodation providers are procuring property in direct competition with LA's who often look to the PRS to prevent homelessness, which results in reduced availability and can inflate the market;
- Increased LA housing and homelessness pressures – diminished PRS access can drive up numbers of households that require housing assistance from LA's, which in turn could impact on the numbers and length of time that households spend in temporary accommodation. Households receiving positive asylum determinations following process are highly likely to seek assistance with housing from LA's, which could lengthen waiting times for new and existing households in need;
- Safeguarding concerns – vulnerable households and those with a history of persecution, or challenges integrating into a community are more likely to be subject to exploitation and modern slavery;
- Community cohesion – Factors such as cost of living crisis, difficulties for existing local residents to access services and media, can exacerbate frustrations and challenges within local communities – which could contribute to anti-social behaviour, race hate crime, resentment and rising complaints.

It is therefore important that LA's work on a place based approach to delivery of local services, including the integration of resettled and asylum seeking populations. LA's need to ensure collaborative working with key stakeholders, developing policies that meet the needs of different cohorts and that broader community impacts are well considered.

3 Options and alternatives considered

Alternative options have not been considered. It is necessary for the council to ensure it delivers upon its commitments in line with defined frameworks.

4 Consultation

Due to the nature of the activity and stakeholders impacted, the service works collaboratively to ensure effective community integration and delivery of the scheme requirements for relevant cohorts.

5 Financial and value for money implications:

Activity must be delivered in line with grant funding requirements, monitoring of grant funding allocations is undertaken by the budget holder in collaboration with Finance colleagues, ensuring that memorandum of understanding's, grant expenditure determination's and other verification documentation or data is submitted in accordance with guidance. The service proactively identifies opportunities to minimise impact on council and stakeholder resources, through effective use of funding allocated and efficiency of service delivery.

6 Legal Implications

There are no legal implications outlined within this report.

7 Risk implications:

Safeguarding of vulnerable adults and children is pivotal to the delivery of humanitarian response activity. As many households seeking asylum or being resettled into the UK are likely to be vulnerable as a result of their circumstances and persecution in their home country, this could give heightened risk to exploitation, modern slavery, and race or hate crime and radicalisation.

The service is proactive in ensuring that staff and stakeholders are supported to respond effectively to issues as outlined as above, undertaking regular training, awareness and information sessions to ensure they are able to detect issues arising and reporting, or undertaking other key actions as appropriate.

8 Equalities, Community Impact and Human Rights:

A Community Impact assessment has been completed with regard to the Civil Penalty and Enforcement policies.

9 Sustainability implications (including climate change, health and wellbeing, community safety)

There are no sustainability issues arising from the development of this policy.

10 Council infrastructure (including Health and Safety, HR/OD, assets and other resources)

Increasing refugee and asylum seeking population has direct impacts for council and key stakeholder infrastructure including (not limited to) housing, health, education, emergency services and other resources such as VCS. It is crucial therefore that the service continues to work in partnership to alleviate and limit impacts on resources, through effective use of funding – in addition to engagement in local, regional and national forums and strategic groups to influence decision making and responses to asylum and resettlement activity.

11 Conclusions:

This report provides members with insight into the work led by the Humanitarian Response Team within the Housing & Property directorate and the associated challenges, or activity that may arise as a result.

DBC LAHF 2 PROJECT

Project lead	Conscian Morgan
Project Start Date:	01/08/23
Scrolling Increment:	0

Task	Status	Assigned to
Initial Planning and Documentation		
Confirm assignment and responsibilities	On Track	DB/CM
Review MOU and sign MOU	Milestone	CM
Discuss key objectives and timelines	On Track	CM
Finalize Project Initiation Document	Milestone	CM
Prepare Community Impact Assessment	On Track	CM
Prepare Data Protection Assessment	On Track	CM
Develop Project Plan	On Track	CM
Identify Core Project Team	Low Risk	CM
Alignment to Corporate Plan	On Track	CM
Risk Register	On Track	CM
Internal Consultations	On Track	CM

Project Start Date:	01/08/23
Scrolling Increment:	0

Task	Status	Assigned to
Sign-Off	Milestone	DB
Financial Planning		
DLUHC BACS Remittance Advice for initial tranche of £285,000	Milestone	DLUHC
Prepare a financial plan to cover 60% of capital costs	On Track	CM
Confirm match funding from RTB buy- back budget and capital slippage	On Track	MB
Secure Afghan Grant	Low Risk	NB
Statement of grant usage for initial tranche	On Track	Finance
DLUHC BACS Remittance Advice for second tranche payment	Milestone	DLUHC
Statement of grant usage for second tranche (if applicable)	On Track	CM
Property Assessments and Planning		
RTB: Review Right To Buy - Buy Back Opportunities	On Track	CM
RTB: Conduct Red Book Valuations	Med Risk	CR
RTB: Present offline market value offers	Low Risk	CM
RTB: Approvals (HSLT / Cabinet)	High Risk	DW / CABINET
Determine refurbishment costs for shortlisted properties	Low Risk	LJ
Community safety checks	On Track	RD

Project Start Date:	01/08/23
Scrolling Increment:	0

Task	Status	Assigned to
Complete initial assessments around refurbishment costs, community safety, and accessibility	On Track	CM
Assess financial implications / Conduct a feasibility study for 7-10 chosen properties	On Track	CM
Make a final decision on which property to use for Temporary Accommodation	On Track	CM
Decide on property acquisition or refurbishment strategy	On Track	CM
Void Refurbishment Approvals	Milestone	HSLT
Property Acquisition and Refurbishment		
RTB: Conveyance	High Risk	LEGAL
RTB: Refurbishment - Bovingdon	On Track	TBC
RTB: Refurbishment - 2-bed	On Track	TBC
RTB: Refurbishment - 3-bed	On Track	TBC
RTB: Refurbishment - 4-bed	On Track	TBC
Commercial Void: Refurbishment	On Track	LJ
TA: Refurbishment - 3x Voids	Low Risk	TBC
Prepare the property for handover	On Track	CM
Property Allocation and Handover		
Shortlist eligible Afghan households and those needing temporary accommodation	On Track	MP

Project Start Date:	01/08/23
Scrolling Increment:	0

Task	Status	Assigned to
Match properties to eligible households	On Track	MP
Conduct final inspections and handover to Humanitarian Response Programme Manager	On Track	MP

Legend:

On track

Low risk

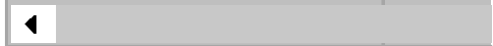
August

1	2	3	4	5	6	7	8	9
◀								
T	W	T	F	S	S	M	T	W

Progress	Start	End	Days
100%	01/08/23	10/08/23	10
100%	14/08/23	14/08/23	1
100%	14/08/23	21/09/23	39
100%	20/09/23	20/09/23	1
100%	18/09/23	19/09/23	2
100%	18/09/23	18/09/23	1
100%	11/09/23	21/09/23	11
80%	01/09/23	21/09/23	21
0%	27/09/23	27/09/23	1
0%	25/09/23	01/10/23	7
0%	21/09/23	20/10/23	30

August

1 2 3 4 5 6 7 8 9



T W T F S S M T W

Progress	Start	End	Days
0%	09/10/23	13/10/23	5
0%	09/10/23	13/10/23	5
0%	09/10/23	13/10/23	5
0%	16/10/23	20/10/23	5
0%	03/11/23	03/11/23	1
0%	30/10/23	28/12/23	60
0%	23/10/23	21/11/23	30
0%	15/01/24	14/03/24	60
0%	15/01/24	14/03/24	60
0%	15/01/24	14/03/24	60
0%	19/10/23	02/11/23	15
0%	23/10/23	21/12/23	60
0%	20/10/23	06/04/24	170
0%	13/10/23	11/11/23	30

August								
1	2	3	4	5	6	7	8	9
◀								
T	W	T	F	S	S	M	T	W

Progress	Start	End	Days
0%	13/11/23	31/03/24	140
0%	23/11/23	31/03/24	130

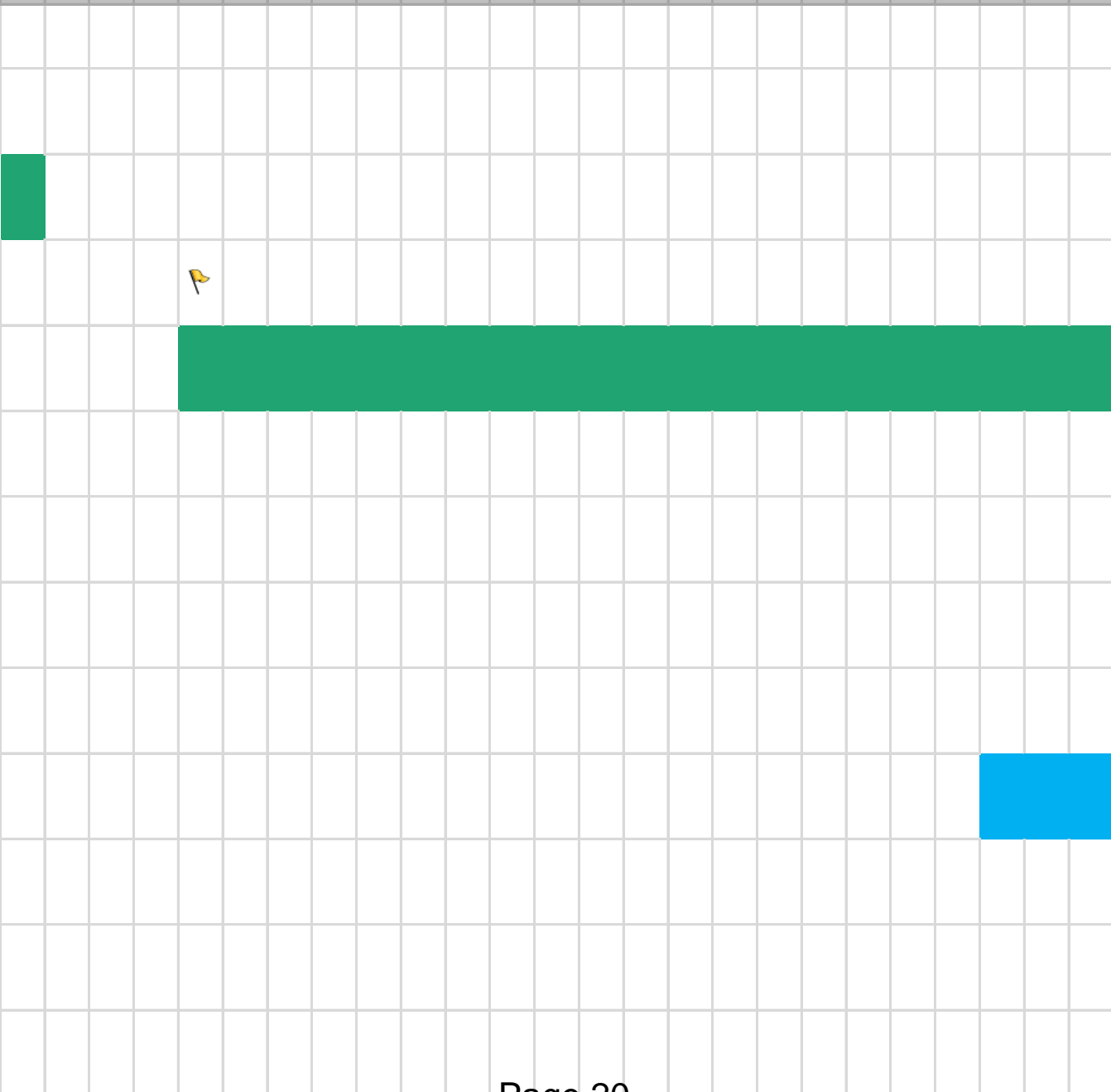
Med risk

High risk

Unassigned

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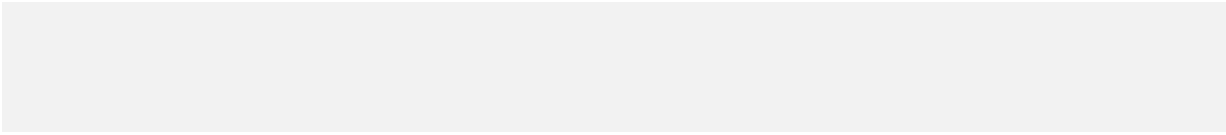
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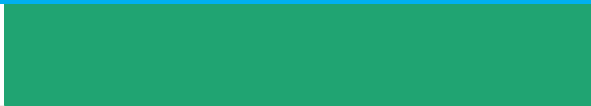


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Department for Levelling Up,
Housing & Communities

Emma Payne

*Director – Resettlement and
Humanitarian Directorate*

Penny Hobman

*Director – Homelessness and
Rough Sleeping Directorate*

**Department for Levelling Up,
Housing and Communities**

2 Marsham Street
London
SW1P 4DF

To Local Authority Chief Executives in England

12 June 2023

Dear Local Authority Chief Executive,

**HOMELESSNESS PREVENTION GRANT – 2023/2024 HOMES FOR UKRAINE
FUNDING TOP-UP TO SUPPORT GUESTS INTO SUSTAINABLE
ACCOMMODATION**

Thank you for your continuing work to support our Ukrainian guests and others at risk of homelessness across the UK.

We are pleased to update you on the allocation of the £150 million funding for 2023/24 to support Ukrainians into sustainable accommodation that was announced in December. This is in addition to the tariff and thank you payments provided to councils for each arrival in their area.

The purpose of the £150 million UK-wide funding is to help local authorities and the devolved administrations support Ukrainian guests as they move into their second year and to reduce the risk of homelessness. This includes, for example, supporting guests into independent living, supporting employment access, and facilitating ongoing sponsorship. Within England the funding will be administered via a top up to the Homelessness Prevention Grant (HPG) in line with the existing grant conditions. Local authorities are best placed to understand the support needed for local communities and can use this funding to support Ukrainians as well as other people at risk of homelessness.

As set out in December, the funding has been allocated to England, Wales, Scotland, and Northern Ireland on the basis of numbers of Ukrainian arrivals. As such, £109,397,777 will be allocated across English local authorities. To reflect broader pressures on local authorities alongside those arising from the Ukrainian cohort, in England, 66% of the funding will be allocated using the HPG formula, on the same basis as the core HPG allocation for 2023/24. The remaining 34% will be allocated based on the Homes for Ukraine arrival numbers reported for each LA as of 4 April 2023, as the closest date to the beginning of this financial year for which arrival numbers are published.

The details of [allocations to local authorities can be found on gov.uk](#), alongside a [technical note](#) setting out the allocation approach.

Conditions of funding

As a top-up to the existing Homelessness Prevention Grant, this grant is ringfenced for homelessness to target those most in need and to ensure local authorities are resourced to take action to prevent homelessness and continue to implement the Homelessness Reduction Act 2017.

The purpose of this specific top up is for you to maximise supporting the Ukrainian cohort into sustainable accommodation, for example through access to the private rental sector, employment support, facilitating ongoing sponsorship into guests' second year and other upstream support, in line with the flexibility that the HPG conditions afford. This funding may also be used to support with wider homelessness pressures. We expect to provide funding for 2023/24 in August. Reporting requirements will be in line with the existing HPG requirements.

We will be holding a webinar on Wednesday 14 June at 14:00 to discuss details of this announcement. A calendar invite will follow shortly. If you have any questions in the meantime, please don't hesitate to contact HomelessnessPolicy@levellingup.gov.uk.

We will also be providing an FAQ document on the £150m funding, as well as an overview fact sheet on all funding available to local authorities for humanitarian and resettlement routes.

Yours sincerely,



Emma Payne
Director – Resettlement and
Humanitarian Directorate



Penny Hobman
Director – Homelessness and
Rough Sleeping Directorate



Home Office

Funding Instruction for local authorities in the support of the Afghan Citizens Resettlement Scheme and Afghan Relocation and Assistance Policy

Afghan Relocations and Assistance Policy (ARAP) and Afghan Citizens Resettlement Scheme (ACRS) plus eligible British Nationals

INTEGRATION SUPPORT

Grant Reference Number: 392

Financial Year 2023-2024

**Resettlement Operations
Lunar House
Croydon
CR9 2BY**

Date of issue 23 May 2023

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Any enquiries regarding this publication should be sent to us at: [mailto:](mailto:ResettlementLAPaymentsTeam@homeoffice.gov.uk)

ResettlementLAPaymentsTeam@homeoffice.gov.uk

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TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

- 1.1. An “**Adult**” for the purpose of the English language provision means a Beneficiary who is 19-years of age or older, or who turns 19 within the first twelve (12) Months of arrival in the UK.
- 1.2. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.3. The “**Authority**” means the Secretary of State for the Home Department acting through the Home Office’s Resettlement Operations on behalf of the Crown.
- 1.4. A “**Beneficiary**” means: (i) those resettled under the Afghan Citizens Resettlement Scheme (ACRS) and their immediate dependants (including family members of British Nationals) under Pathway 1; and (ii) those relocated under the Afghan Relocation and Assistance Policy (ARAP) scheme and their immediate dependants; and (iii) eligible British Nationals, (iv) in addition the ACRS has been expanded to include those who have been recognised as Refugees by UNHCR and resettled to the UK under ACRS Pathway 2, and (v) those relocated under the ACRS Pathway 3.

Beneficiary is defined as each adult, child and baby arriving in the UK.

- 1.5. “**Branding Manual**” means the HM Government of the United Kingdom of Great Britain and Northern Ireland’s Branding Manual ‘Funded by UK Government’¹ first published by the Cabinet Office in November 2022, including any subsequent updates from time-to-time;
- 1.6. A “**British National**” means a person who holds one of the six types of British nationality. The six types are set out here: <https://www.gov.uk/types-of-british-nationality>
- 1.7. A “**Case of Interest**” means a Beneficiary has:
- Been arrested for an offence involving violence; weapons; terrorism/extremism; sexual offences (criminality).
 - Been subjected to a hate crime (hate crimes).
 - Had a PREVENT referral made regarding them (PREVENT referral).
 - Suffered a serious negative impact (or perceived they have) because of an act or omission by the Home Office and/or local authorities/delivery partners’ (perceived failing).
 - Been involved in any other incident which the media is aware of (potential media coverage).
- 1.8. A “**Community Sponsor**” (or “**Sponsor**”) means a group or organisation which:
- 1.8.1. exists and works for the benefit of the community rather than private shareholders, and

¹ <https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>

- 1.8.2. is registered as either a charity (or from 2013 as a charitable incorporated organisation), or a community interest company, or is an individual or body falling within Section 10(2)(a) of the Charities Act 2011, and
- 1.8.3. has been approved by the Authority to support those resettled to the UK under the ACRS or the UK Resettlement Scheme (UKRS), and
- 1.8.4. can claim Funding to support English Language Provision for Adult Beneficiaries resettled under the ACRS as at Schedule 1 Part 6 and Void Costs at **Annex D**.
- 1.9. A “**Clause**” means the clauses in this Funding Instruction.
- 1.10. “**Commencement Date**” means the date on which the Funding Instruction comes into effect and from which Eligible Expenditure may be claimed, being the 01 April 2023.
- 1.11. The “**Community Sponsorship Scheme**” means the programme developed by the Authority to enable a Community Sponsor to support those resettled to the UK under the ACRS or the UKRS for a period of twenty-four (24) Months following the start of their support by a Community Sponsor.
- 1.12. “**Key Performance Indicators**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.13. “**Crown Body**” (or “**Crown**”) means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, ministers and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf.
- 1.14. “**Data Protection Legislation**” means (i) the UK GDPR, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, (iii) all applicable Law about the processing of Personal Data and privacy, and (iv) (to the extent that it applies) the EU GDPR.
- 1.15. The “**Data Sharing Protocol**” (or the “**DSP**”) means the set of principles detailed in **Annex B** which govern the processes and practicalities of information sharing between the Authority and the Recipient, and which the Recipient agrees to abide by and comply with.
- 1.16. “**Day**” means any calendar day Monday through Sunday (inclusive).
- 1.17. “**Delivery Partner**” means any Third-Party, who is not a Beneficiary, whether an organisation or an individual working with the Recipient, whether remunerated or not, in the delivery of this Funding Instruction for the provision of the Purpose.
- 1.18. “**Eligible Expenditure**” means all costs, expenses, liabilities, and obligations that are related to, incurred by, or arise out of the delivery, activities, and operations of the Purpose by the Recipient during the funding period 01 April 2023 to 31 March 2024 and which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.19. “**Eligible British Nationals**” are those who:

a) were evacuated from Afghanistan by UK military, other NATO countries or regional state during Operation PITTING

OR

b) were assisted by HMG to leave Afghanistan after Operation PITTING, with this assistance commencing before 6 January 2022.

[For the purpose of this funding instruction, assistance means eligibility was established by the FCDO for inclusion in Qatari Government charter flights from Kabul to Doha; or FCDO assistance to enable legal border facilitation from Afghanistan to a third country (such as submitting Note Verbales to host governments to seek permission for British Nationals to cross their borders).]

AND

c) entered bridging accommodation **OR** presented as homeless to a council.

- 1.20. **“ESOL”** means a formal ‘English for Speakers of Other Languages’, or other equivalent formal language skill support.
- 1.21. **“Exceptional Costs”** means additional expenses incurred by a Recipient in supporting a Beneficiary for which the Authority has a budget and may, on a case-by-case basis, agree to reimburse.
- 1.22. A **“File Share Area”** (or the **“FSA”**) means the designated area within MOVEit from where a Recipient can access files that the Authority has made available to share.
- 1.23. **“Find Your Own Accommodation”** or **“FYO A”** means where Beneficiaries are supported to find their own settled accommodation.
- 1.24. **“Formal Language Training”** means the provision of ESOL that, where possible, should lead to Beneficiaries attaining accredited qualifications from a provider regulated by an appropriate national body (i.e. OFQAL, SQA or Qualifications Wales). This also includes courses which do not themselves lead to an accredited qualification, but which help Beneficiaries to later access a course which does lead to an accredited qualification. For instance, non-regulated provision offered by providers at pre-entry level, for which there are no accredited qualifications. All formal language training must meet the following key characteristics:
- 1.24.1. Their delivery is led by qualified tutors, and
- 1.24.2. They are appropriate to individual Beneficiary’s abilities as identified following a diagnostic assessment led by a qualified ESOL tutor, and
- 1.24.3. They follow agreed curricula.²
- 1.25. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.26. The **“Funding Period”** means the period for which the Grant is provided from the Commencement Date to 31 March 2024.
- 1.27. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Beneficiaries for up to thirty-six (36) Months following their arrival into a local authority area and the

² Please also refer to [the Excellence Gateway](#) for further information on the ESOL national curriculum and Skills for Life Curriculum

commencement of the provision of housing and support and in accordance with the terms and outcomes of this Instruction.

- 1.28. **“Informal Language Training”** means language training provision that does not have any or all of the characteristics described in 1.24 for example, it can take place in any location, may or may not have a pre-set curriculum and will usually be provided in a structured or semi-structured way, delivered by a range of people including volunteers. It can include confidence building, active citizenship and a whole host of leisure or community activities.
- 1.29. **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (‘FOIA’), the Environmental Information Regulations 2004 (‘EIR’) and any subordinate or amended legislation made under these Acts from time to time together with any guidance or codes of practice issued by the relevant government department(s) concerning the legislation.
- 1.30. **“In Writing”** means modes of representing or reproducing words in visible form including but not limited to paper correspondence, email, display on screen and electronic transmission.
- 1.31. **“Law”** means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.
- 1.32. A **“Month”** means a calendar month.
- 1.33. **“MOVEit”** means the Authority’s online two-way file-sharing service that allows the sharing of Official and Official-Sensitive (IL2) data with other government departments, non-departmental public bodies, and external organisations, in a completely secure environment. Files including PDFs, all types of Office documents, images, and WinZip of up to 2GB in size may be shared.
- 1.34. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.35. **“Personal Data”** has the meaning given to it in UK Data Protection Legislation.
- 1.36. A **“Recipient”** means a participating local or regional authority to which the Authority has agreed to provide Funding under this Instruction as a contribution towards eligible expenditure incurred supporting Beneficiaries.
- 1.37. **“Refugee”** means an eligible person who, regardless of their nationality has:
- 1.37.1. been accepted as being in need by the Authority following referral by UN High Commissioner of Refugees (UNHCR), and
 - 1.37.2. arrived in the UK having been admitted to the Schemes,
 - 1.37.3. and has been resettled in England, Scotland, or Wales.
- 1.38. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.39. **“The Schemes”**, for the purposes of this Funding Instruction, means the Afghan Citizens Resettlement Scheme (ACRS) and the Afghan Relocation and Assistance Policy (ARAP), plus Eligible British Nationals.
- 1.40. **“Social Value”** means the Authority’s commitments to delivering Value for Money, environmental and social benefits, Net Zero by 2050, efficient use of resources, greater social inclusion, support for innovation, better risk management and improved supplier relationships. These principles are

underpinned by the obligations laid down in the Social Value Act 2012, the Modern Slavery Act 2015 and the Equality Act 2010;

- 1.41. **“Staff”** means any person employed or engaged by the Recipient and acting in connection with the operation of this Instruction including the Recipient’s owners, directors, members, trustees, employees, agents, suppliers, volunteers, and Delivery Partners (and their respective employees, agents, suppliers, and Delivery Partners) used in the delivery of the funded outcomes
- 1.42. **“SMP”** means Strategic Migration Partnership.
- 1.43. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.44. **Value for Money** means securing the optimum combination of cost, quality and effectiveness, including relevant Social Value criteria over the whole period of use; it does not mean minimising upfront prices i.e., the lowest or cheapest option.
- 1.45. A **“Working Day”** means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

2. THIS INSTRUCTION

- 2.1. This Instruction consists of fourteen (14) Articles, one (1) Schedule, and seven (7) Annexes and replaces any funding instructions previously issued by the Authority providing financial contributions towards Recipients’ costs incurred supporting Beneficiaries.
- 2.2. This Instruction provides Funding enabling a Recipient to support Beneficiaries:
 - 2.2.1. during the first twelve (12) Months following arrival in the Recipient’s area, including Educational costs (YEAR 1) – Schedule 1, Part 1,
 - 2.2.2. during the subsequent twenty-four (24) Months (YEARS 2 – 3) – Schedule 1, Part 2,
 - 2.2.3. on the Community Sponsorship Scheme (for ACRS Beneficiaries only) – Schedule 1, Part 3,
 - 2.2.4. improve their English language skills in order to assist with integration and improve employability – Schedule 1, Part 4, and
 - 2.2.5. with childcare needs to attend Formal Language Training – Schedule 1, Part 5.
- 2.3. This Funding Instruction replaces any previously agreed terms and conditions between the Authority and the Recipients(s) to deliver support beneficiaries of the ARAP Scheme who arrived from 22 June 2021 onwards.

3. SCOPE

- 3.1. Claims can be made under this instruction for Beneficiaries who have arrived in the UK under one of the schemes stated at paragraphs 3.1.1 and 3.1.2, plus Eligible British Nationals.
 - 3.1.1. The Afghan Citizens Resettlement Scheme (ACRS), which will prioritise those who have assisted the UK efforts in Afghanistan and stood up for values such as democracy, women’s rights and freedom of speech, the rule of law, and vulnerable people, including women

and girls at risk, and members of minority groups at risk. This scheme will resettle up to 20,000 people at risk. Spouses, partners, and dependent children under the age of 18 of identified eligible individuals will be eligible for the scheme. Other family members may be eligible in exceptional circumstances. Unaccompanied children may be offered resettlement under the ACRS where it is determined that resettlement to the UK is in their best interests, and they have been identified as eligible for the scheme. Unaccompanied children resettled under ACRS will (unless in exceptional circumstances) be treated in the same way as Unaccompanied Asylum-Seeking Children (UASC) for funding purposes, and local authorities who accept unaccompanied children under the Scheme will be reimbursed in accordance with the relevant year's UASC Funding Instruction not this Instruction.

3.1.2. The Afghan Relocations and Assistance Policy (ARAP), which went live on 1 April 2021, offers relocation or other assistance to those who served alongside our armed forces in Afghanistan and provided important support to His Majesty's Government defence and security mission there, predominantly those who were employed directly, or in certain special cases via contractors, and who are assessed to be at serious risk as a result of such work. It is available to people regardless of rank or role, or length of time served, and builds on the long-standing support already available. The policy provides for the principal applicant to bring their close family members (spouse and under 18 children) to the UK and significantly expands the eligibility criteria from the previous scheme. Other family members may be eligible in exceptional circumstances. **Claims under this instruction can only be made for Beneficiaries who started receiving support from a Recipient on or after 22 June 2021.**

3.2. To further support these commitments, the Community Sponsorship Scheme has been developed enabling Sponsors, instead of the Recipient, to provide comprehensive wrap-around support to those resettled to the UK under the ACRS for a period of two (2) years.

3.3. The Afghan Citizens Resettlement Scheme (Pathway 2) is run in partnership with the United Nations High Commission for Refugees (The 'UNHCR'). It demonstrates the UK's support for the UNHCR's global effort to relieve the humanitarian crisis through the provision of resettlement opportunities for vulnerable people into communities within the UK who:

3.3.1. have registered with the UNHCR; and

3.3.2. the UNHCR consider meet one of their resettlement submission categories ³.

3.4. The Afghan Citizens Resettlement Scheme (Pathway 3) is run in partnership with the Foreign Commonwealth and Development Office (FCDO). This pathway will relocate those at risk who supported the UK and international effort in Afghanistan, as well as those who are particularly vulnerable, such as women and girls at risk and minority groups. In the first year of this pathway, the government will offer ACRS places to the most at-risk British Council and GardaWorld contractors and Chevening Alumni. ^[OBJ]

³ See Annex B

- 3.5. The Recipient has made commitments to support the Schemes, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Beneficiaries for up to three (3) years after first arrival in the Recipient's area as further described in this Instruction.
- 3.6. Unless specifically stated otherwise, any Funding will be in respect of a Recipient's costs in fulfilment of its statutory duties, and anything otherwise agreed with the Authority.
- 3.7. Funding can be available for beneficiaries who are owed homelessness duties under the Housing Act 1996 and have been moved into settled accommodation via the scheme in discharge of those duties.
- 3.8. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and Schemes' evaluation purposes must be able to demonstrate that the Funding has been committed in supporting Beneficiaries and furthering the aims of the Schemes.

4. DURATION

- 4.1. This Instruction sets out the terms under which the Authority will make Funding available to the Recipient, in respect of expenditure incurred supporting Beneficiaries. Claims under this instruction can only be made for Beneficiaries who started receiving support from a Recipient on or after 01 April 2023 to 31 March 2024.
- 4.2. In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.

5. TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING

- 5.1. The Recipient acknowledges that grant funded arrangements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency, and accountability.
- 5.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 5.3. Nothing in this Article 5 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Article 5. Further, this Article 5 shall not apply to information which is required to be disclosed pursuant to any law or pursuant to an order of any court or statutory or regulatory body.
- 5.4. The Recipient and the Authority will comply at all times with its respective obligations under UK Data Protection Legislation.
- 5.5. The Recipient shall ensure that any personal information concerning any Beneficiary disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a third party in accordance with the provisions of UK Data Protection Legislation. In the event

of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:

- 5.5.1. have in place appropriate policies and procedures to recognise and maintain the Beneficiary's need for confidentiality; and
 - 5.5.2. ensure that without the consent of a Beneficiary, details of that individual Beneficiary are not released to any organisation not party to this Instruction.
- 5.6. The Recipient shall not use any information which they have obtained as a result of delivering the Schemes (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 5.7. On receipt of personal data from the Authority, the Recipient will become an independent controller of that data in that the Recipient, in delivering the Schemes, will, at any time determine the purpose and means of the processing of the personal data. In doing so they shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data, will be individually and separately responsible for its own compliance and with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 5.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any personal data breach to the Information Commissioner's Office within 72 hours of identifying the initial incident.
- 5.9. In the event of any unauthorised disclosure the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Recipient shall be bound by and will abide by the decision of the Authority.
- 5.10. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such unauthorised disclosure, including (but not confined to) any civil or criminal liability.
- 5.11. Prior to departure for the UK, ACRS Pathway 2 and Pathway 3 refugees will have signed a consent form confirming their willingness to share personal data with executive bodies and relevant delivery partners. The Authority will retain these forms and will allow inspection by the Recipient as requested.
- 5.12. The Authority also expects the Recipient to share relevant information on the delivery of the Schemes and on Beneficiaries with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of the Schemes which flows down the terms of the Data Sharing Protocol.
- 5.13. The UNHCR Resettlement Registration Form (RRF) or any other related document created by UNHCR about a Beneficiary (refugee), must only be shared with delivery partners on a need-to-know basis.

- 5.14. The RRF and related documents must not be shared with the Refugee concerned, nor with any other party outside of appropriate Delivery Partners, without the specific agreement of UNHCR London office.
- 5.15. All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund the Schemes must be referred to the Authority's press office for their advice and/or action.
- 5.16. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 5.17. The Recipient shall abide by the terms of the Data Sharing provisions set out in Annex C. The Recipient shall ensure that it has adequate provisions and effective controls in place to manage:
- 5.17.1. data and prevent Data Incidents.
 - 5.17.2. the processing of data shared between itself and any Delivery Partner and/or Beneficiary (and vice versa); and
 - 5.17.3. compliance with its obligations arising from the Data Protection Legislation.
- 5.18. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.
- 5.19. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 5.20. The Recipient shall ensure that it, and its Staff, comply with the Authority's data sharing protocols as described in **Annex C**.
- 5.21. The provisions of this Article 5 shall survive the conclusion of this Instruction, however that occurs.

6. FUNDING

Eligible Expenditure

- 6.1. Monies provided must not be used for any purpose other than achieving delivery of the Schemes outcomes detailed at Schedule 1 of this Instruction, nor is it permissible to vire any such funds elsewhere without prior written consent from the Authority.
- 6.2. Any funding issues resulting from a Beneficiary moving permanently from a participating local authority during the maximum thirty-six (36) Month term of the Funding are to be resolved between the Recipient and the relevant local authority.
- 6.3. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 6.4. The Funding may not be used to support or promote religious activity. This will not include activity designed to improve inter-faith relationships and/or working.

Overpayments

- 6.5. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, in order to avoid Overpayments.
- 6.6. In the event that an Overpayment is made, howsoever caused, the Authority must be notified as soon as reasonably practicable. In such instances, the Authority may require immediate reimbursement of the Overpayment or may adjust subsequent payment(s) accordingly.

Cessation of Funding

- 6.7. The Authority's responsibility for providing Funding under this Instruction will cease no later than the thirty-six (36) Month anniversary of the commencement of support to Beneficiaries under the Schemes and Funding is not claimable for any support provided beyond this anniversary.
- 6.8. Payments may also cease where the Beneficiary:
- 6.8.1. dies,
 - 6.8.2. leaves the Recipient's area to live in another UK local authority area,
 - 6.8.3. indicates that they no longer wish to receive support under the Schemes,
 - 6.8.4. indicates that they are leaving the UK permanently,
 - 6.8.5. applies for some other Immigration status within the UK, or
 - 6.8.6. otherwise leaves or becomes ineligible for the Schemes.
- 6.9. In the event of any such occurrence under Clause 6.8, the Recipient must notify the Authority without delay.
- 6.10. For the purposes of Clause 6.7, the thirty-six (36) Month period will commence on the date that the Beneficiary arrives with the Recipient, and the commencement of support, and will continue unbroken until the end of that thirty-six (36) Month period.
- 6.11. The Authority reserves the right to cease making payments through this Instruction if it has reasonable grounds to believe that the Beneficiary has sought to deceive the Authority, the relevant Recipient, or a partner agency in relation to their circumstances, including their inclusion on the Schemes or their activities whilst so involved.

Exceptional Costs

- 6.12. Payments may also be made to cover additional essential costs incurred by the Recipient above and beyond what could reasonably be regarded as normal expenditure and not available through other mainstream funding mechanisms. Funding from the Exceptional Costs budget may be used, amongst other things, to pay for:
- Property Adaptations (**see Annex D**)
 - Property Void Costs (**see Annex E**)
 - Support for children with identified educational needs
 - Social Care provision
 - Universal Credit nominal top-up (**see Schedule 1, Clause 1.12**)

- 6.13. Before incurring Exceptional Costs, a Recipient shall seek agreement in writing from the Authority's Afghan Schemes Payments Team or risk having the claim rejected. The Authority will use its reasonable judgement when assessing mitigations for claims where this has not been possible (**see Annex F**).
- 6.14. All applications will be assessed, and payments made, on a case-by-case basis:
- 6.14.1. There is no minimum or maximum amount that can be claimed.
- 6.14.2. Exceptional Costs cannot be claimed for support provided to a Beneficiary that would normally be funded through the per capita health or education funding or through welfare payments.
- 6.14.3. Recipients must submit evidence of Exceptional Cost expenditure incurred (e.g., copy invoices) along with an Exceptional Costs claim form, before claims will be considered for payment.
- 6.15. The Authority will periodically review the operation of the Exceptional Costs process and budget.

Additional Housing Support Costs

- 6.16. The Additional Housing Support Costs funding available in funding instructions for financial years 2021/22 and 2022/23 has now been closed to new claims. The Flexible Housing Fund can instead be claimed by local authorities supporting a household into settled accommodation. More information is available at "Schedule 1, Part 7 – Support into Settled Accommodation: Statement of Outcomes for Flexible Housing Funding".
- 6.17. Local authorities who submitted claims for Additional Housing Support Costs prior to 1 April 2023 will have their claims reviewed and administered if they meet the relevant criteria.
- 6.18. Where, prior to 1 April 2023, a local authority is supporting a household using Additional Housing Costs funding, they can continue to claim until year 3 of that household being in settled accommodation. The previous eligibility criteria will apply.

General

- 6.19. Unauthorised spends that exceed the maximum stated Funding levels at **Schedule 1, 1.39** will not be reimbursed by the Authority.
- 6.20. In all instances, Funding received is to be pooled and managed across all the Beneficiaries supported by the relevant Recipient.
- 6.21. The relevant Recipient will be the single point of contact for invoicing and payments.
- 6.22. Any payments made under this Instruction will also cover VAT or other duties paid by the Recipient to the extent that these are not otherwise recoverable by the Recipient.
- 6.23. Nothing in this Instruction shall be construed as providing or permitting the total relevant benefits to exceed the statutory limit (the 'benefit cap') prevailing at the time of payment.

7. DATA RECONCILIATION AND PAYMENTS

- 7.1. The Recipient shall complete applications for payment in the relevant form set out in Annex A, which includes details of each Beneficiary and the financial support applied for.
- 7.2. Specific instructions for the completion of Annex A are included in the LA funding Excel workbook, which will be supplied by the Authority. The form at Annex A should only be submitted via the Authority's secure data transfer portal, "MOVEIT DMZ", to ensure compliance with Data Protection Legislation.
- 7.3. Payments will be made within thirty (30) Days of receipt of a correctly completed claim.
- 7.4. The Annex A submitted for payment should be received by the Authority no later than three (3) Months after the close of the period to which the application relates; late returns may result in payment being delayed. The Recipient will have the opportunity to make representations if they believe that the level of Funding received is less than that to which they are entitled under the terms of this Instruction. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Afghan Schemes Payments Team within one (1) Month of the Annex A response being sent, following reconciliation against the Authority's records.
- 7.5. At the end of the period for which support is paid, final checks will be carried out to ensure that the payments already made accurately reflect the amounts to which the Recipient is entitled. Payments made as a result of applications are to be regarded as payments on account, which will be finalised when the final claim is confirmed by the Authority. The Recipient should note that the format of the claim spreadsheets **must not** be altered.
- 7.6. Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Afghan Schemes Payments Team within one (1) Month of a payment being made. Retrospective payments by the Authority for individuals not promptly included in the Annex A claim may be agreed only where exceptional circumstances can be shown.
- 7.7. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper, signed by a senior finance official. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new account or change of BACS payment details is as follows:

Supplier Details

1. Registered name of company
2. Trading name of company
3. Company registration number

Supplier Address Details

1. Registered Address
2. Credit Control/Finance Address

4. Vat registration number

Contact Details

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

Payment Details

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

- 7.8. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information. Such notification must be provided in writing, in a non-editable PDF format, and in accordance with the requirements of Clause 7.7.
- 7.9. The Recipient must record expenditure in their accounting records under generally accepted accounting standards in a way that the relevant costs can be simply extracted if required. Throughout the year, the Authority's Funding team will work with the Recipient to ensure the accuracy of claims, thereby reducing the need for audits at year-end.

8. MONITORING & EVALUATION

- 8.1. The Recipient should itself manage and administer the quality and level of delivery relating to the support it provides to Beneficiaries.
- 8.2. The Recipient shall monitor the delivery and success of the Schemes throughout the Funding period to ensure that the Purpose is being met and that this Instruction is being adhered to.
- 8.3. The Authority will require the Recipient to provide information and documentation regarding Beneficiaries for monitoring and evaluation purposes.
- 8.4. This will include the provision of individual level information on Beneficiaries for the evaluation of the Schemes. The evidence form should only be submitted via the Authority's secure data transfer portal, "MOVEIT DMZ", to ensure compliance with UK Data Protection Legislation.
- 8.5. The Recipient shall provide information requested to monitor progress against the Statement of Outcomes. Visits may be made from time to time by the Authority or its appointed representatives, including the National Audit Office. Whilst there is no requirement for submission of detailed costings, the Recipient must be able to provide the costs for individual cases and will, if required, be expected to justify, explain, and evidence costs.
- 8.6. In all cases, to assist with monitoring and evaluation of the Schemes, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

9. BREACH OF FUNDING CONDITIONS

- 9.1. Where a Recipient fails to comply with **any** of the conditions set out in this Instruction, or if any of the events mentioned in Clause 9.2 occur, then the Authority may reduce, suspend, or withhold payments, or require all or any part of the relevant payments to be repaid by the Recipient. In such circumstances, the Recipient must repay any amount required under Clause 9.1 within thirty (30) Days of receiving the demand for repayment.
- 9.2. The events referred to in Clause 9.1 are as follows:
- 9.2.1. The Recipient purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement in advance of the Authority, or
 - 9.2.2. Any information provided in the application for Funding (or in a claim for payment or Exceptional Costs) or in any subsequent supporting correspondence is found to be incorrect or incomplete to the extent the Authority considers to be material, or
 - 9.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

10. ACTIVITIES – GENERAL

Sub-contracting

- 10.1. When procuring works, goods, or services the Recipient must ensure that it complies with its statutory obligations, for example the Public Contracts Regulations 2015 in England, Northern Ireland, and Wales. In any event, the Recipient shall demonstrate value for money and shall act in a fair, open, and non-discriminatory manner in all purchases of goods and services to support the delivery of the Schemes.
- 10.2. Where the Recipient enters into a contract (or other form of agreement) with any third party for the provision of any part of the Schemes, the Recipient shall ensure that a term is included in the contract or agreement requiring the Recipient to pay all sums due within a specified period: this shall be as defined by the terms of that contract or agreement, but shall not exceed thirty (30) Days from the date of receipt of a validated invoice.
- 10.3. The Recipient must take all reasonable steps to ensure that anyone acting on its behalf shall not bring the Authority or the Schemes into disrepute; for instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Schemes.

Hours of Operation

- 10.4. The Recipient shall note that the Authority performs normal business during the hours of 09.00 to 17.00 on Working Days.
- 10.5. The Scheme shall be provided at a minimum on each Working Day. The Authority recognises that in the interests of efficiency the exact availability and timings of the various service elements will vary. It is envisaged that some out of hours provision will be required from the Recipient.
- 10.6. All premises used to deliver the Schemes elements should meet all regulatory requirements and be suitable for the purpose.

Complaints

- 10.7. The Recipient and/or its delivery partners shall develop, maintain, and implement procedures enabling Beneficiaries to complain about the support and assistance provided by the Recipient.

Staff Standards

- 10.8. At all times whilst delivering the Schemes the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government's "Code of Conduct for Recipients of Government General Grants"⁴ which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 10.9. The Recipient shall:
- 10.9.1. ensure that the recruitment, selection, and training of Staff, are consistent with the standards required for the performance of the outcomes,
 - 10.9.2. fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,
 - 10.9.3. ensure that Staff levels are appropriate at all times for the purposes of delivering the Schemes and ensure the security and well-being of all Beneficiaries, dependent children, and its Staff,
 - 10.9.4. take all reasonable steps to ensure that they and anyone acting on their behalf shall possess all the necessary qualifications, licences, permits, skills, and experiences to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient), and
 - 10.9.5. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by appropriate senior staff. All staff must be aware of these policies and of how to raise any concerns.
 - 10.9.6. that all applicants for employment in connection with the Schemes are obligated to declare on their application forms any previous criminal convictions subject always to the provisions of the Rehabilitation of Offenders Act 1974.
- 10.10. In addition, the Recipient shall ensure that all Staff:
- 10.10.1. employed or engaged have the right to work in the United Kingdom under applicable immigration law, and
 - 10.10.2. are suitable and of good character to provide support to Beneficiaries. Consideration must be given to eligibility for Disclosure and Barring Service (DBS2) checks. Where such checks reveal prior criminal convictions that might reasonably be regarded as relevant to the appropriateness of the individual to have unsupervised access, particularly to children under the age of 18, or where such checks are not possible because of identification issues, the Recipient shall follow its internal policy and carry out an

⁴ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

appropriate risk assessment before an offer of employment is made, and

- 10.10.3. who are likely to have unsupervised access to children under the age of 18 have been instructed in accordance with the relevant national child protection guidelines e.g. for people working in England, DfE’s Working Together to Safeguard Children, 2015, and Local Authority’s guidance and procedures, and
 - 10.10.4. providing immigration advice should be known to the Office of the Immigration Services Commissioner (OISC) in accordance with the regulatory scheme specified under Part 5 of the Immigration & Asylum Act 1999. The Recipient shall use all reasonable endeavours to ensure that Staff do not provide immigration advice or immigration services unless they are “qualified” or “exempt” as determined and certified by OISC.
 - 10.10.5. apply safeguarding responsibilities and obligations for as long as personnel, including volunteers, have formal involvement with the local authority in delivering resettlement and integration services to the Beneficiary.
- 10.11. The Recipient shall, on request, provide the Authority with details of all Staff delivering the Schemes.
 - 10.12. The Recipient shall, on request, provide the Authority with CVs and/or job descriptions for all Staff selected to work on the project.
 - 10.13. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
 - 10.14. The Recipient shall implement the Schemes in compliance with the provisions of UK Data Protection Legislation.

11. LIABILITY

- 11.1. The Authority accepts no liability to the Recipient or to any third party for any costs, claims, damage, or losses, however they are incurred, except to the extent that they are caused by the Authority’s negligence or misconduct.

12. DISPUTE RESOLUTION

- 12.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Instruction.
- 12.2. The Parties may settle any dispute using a dispute resolution process which they agree.
- 12.3. If the Parties are unable to resolve a dispute in line with the requirements of Clauses 12.1 or 12.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution (“CEDR”), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation, the Party shall give notice in writing (the ADR Notice) to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start no later than ten (10) Working Days after the date of the ADR Notice.

- 12.4. The performance of the obligations which the Recipient has under this Instruction will not cease or be delayed because a dispute has been referred to mediation under Clause 12.3 of this Instruction.

13. INTELLECTUAL PROPERTY RIGHTS (IPRS) AND BRANDING

- 13.1. The Parties shall retain exclusivity in their own Background IPRs.
- 13.2. Unless otherwise agreed In Writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly funded from the Grant for such purposes as the Authority shall deem appropriate.
- 13.3. Ownership of Third Party software or other IPR necessary to deliver the Purpose will remain with the Recipient or the relevant Third Party.
- 13.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trademarks on any of its products or services without the other Party's prior written consent.
- 13.5. The Recipient shall at all times during and following the end of the Funding Period:
- a. comply with requirements of the Branding Manual in relation to the Purpose; and
 - b. cease use of the *Funded by UK Government* logo on demand if directed to do so by the Authority
- 13.6. The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 13.7. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 13.8. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent schemes.

14. SOCIAL VALUE REQUIREMENTS

- 14.1. The Recipient shall be mindful of and take reasonable measures to ensure that all its activities in delivering the Purpose support the UK Government's commitment to Social Value by:
- 14.1.1 fighting climate change in compliance with the UK Government's "Greening Government Commitments"^[1] including the need to avoid

adverse impacts on the environment and contributing to the Net Zero by 2050 ambition

- conserving energy, water, wood, paper and other resources,
- reducing waste,
- reducing fuel emissions wherever possible,
- phasing out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, and
- having due regard to the use of recycled products, so long as they are not detrimental to the provision of the Purpose or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

14.1.2 tackling economic inequality through the creation of new businesses, new jobs and new skills, increasing supply chain resilience and capacity, quality apprenticeship schemes, ending the gender pay imbalance, prompt payment throughout its commercial arrangements, and ensuring opportunities for SMEs and Civil Society and those owned or led by protected characteristics, and

14.1.3 supporting equal opportunity and wellbeing by reducing the disability employment gap, tackling workforce inequality, improving health and wellbeing, and improving community integration, and

14.1.4 safe and secure supply chains free from modern slavery and human trafficking through inspection and audit, use of the Modern Slavery Assessment Tool, assessing and recording risks, and supply-chain mapping.

15. CONTACT DETAILS

For queries relating to this Instruction or the submission of payment applications, please email the Resettlement Local Authority Payments team at

ResettlementLAPaymentsTeam@homeoffice.gov.uk

SCHEDULE 1: POST-ARRIVAL RESETTLEMENT SUPPORT

1. PART 1 – YEAR 1 STATEMENT OF OUTCOMES

Provision of accommodation

- 1.1 The Recipient will arrange accommodation for those Beneficiaries they are supporting which:
- 1.1.1 meets local authority standards, and
 - 1.1.2 will be available on their arrival and/or relocation to the local authority area, and
 - 1.1.3 is affordable and sustainable.
- 1.2 The Recipient will ensure that the accommodation is furnished appropriately. The Funding should not be used to procure luxury items: This means that Funding received should be used for food storage, cooking, and washing facilities but should not include the provision of other white goods or brown goods, i.e., TVs, DVD players or any other electrical entertainment appliances. This shall not preclude the Recipient from providing Beneficiaries with additional luxury, white or brown goods through other sources of funding.
- 1.3 The Recipient shall ensure that the Beneficiary is registered with utility companies and ensure that arrangements for payments are put in place (no pre-pay coin or card meter accounts)⁵.
- 1.4 The Recipient will provide briefings on the accommodation and health and safety issues for all new arrivals including the provision of an emergency contact point.
- 1.5 Recipients can make use of the private rented sector and Ministry of Defence Service Family Accommodation for suitable offers of accommodation. Any expenditure incurred from the tariff for this purpose must meet similar thresholds of due diligence to ensure the effective use of public funds. Flexible use of the funding to enable private rented sector procurement may include but is not limited to:
- Deposits
 - Landlord incentives
 - Letting fees
 - Necessary furnishings
- 1.6 No funding will be available to local authorities above the amounts set out in the Tariff and existing Funding Instructions, but local authorities are encouraged to allocate this flexibly and as they see fit to make use of all accommodation options. Local authorities will be expected to deliver on all the

⁵ It is the Authority's preference that pre-pay coin or card meter accounts should not be used as these are generally more costly. Recipients seeking exceptions should liaise through the Authority's relevant Local Authority Engagement Team Strategic Regional lead

elements as set out in the Statement of Outcomes and are encouraged to proportion expenditure sensibly.

Find Your Own Accommodation

- 1.7 Where the Recipient supports Beneficiaries to find their own accommodation in the private rented sector (via the Find Your Own Accommodation pathway) they need to ensure that points 1.1 to 1.6 of this Schedule are met. There is an expectation for receiving local authorities to make reasonable efforts to ensure private rented accommodation found by Beneficiaries meets reasonable local authority standards, is safe, sustainable and in reasonable condition; and that all families looking for their own accommodation have sufficient guidance to enable them to consider the property's relevant standards.
- 1.8 The Recipient should engage with the bridging local authority (where applicable) to confirm what type of support will need to be provided to the Beneficiary. Local authorities should endeavour to follow the principles in the Find Your Own Accommodation Working Protocol circulated on 26 April 2023.
- 1.9 In the instances, mentioned in 1.1 and 1.8, the Recipient should agree to provide full integration support for 36 months to the Beneficiary to enable the Recipient to have access to this funding.

Initial Reception Arrangements

- 1.10 Transport arrangements to accommodation will vary depending on whether any Beneficiary is arriving directly from abroad or whether they are in a bridging hotel. Where appropriate the Recipient will meet and greet all Beneficiaries arriving from the relevant airport and escort them to their accommodation. In other circumstances, transport to their accommodation will be arranged by the Authority. When Beneficiaries arrive at their accommodation, they should be provided with a briefing on how to use the amenities.
- 1.11 The Recipient will ensure that all Beneficiaries are provided with a welcome pack of groceries on their arrival – the content of this pack should consider the culture and nationality of the Beneficiary(s).
- 1.12 Included in the annual tariff is provision for the Recipient to provide an initial cash allowance for each Beneficiary of £200 – this is to ensure they have sufficient funds to live on while their claim for benefits is processed. If any Beneficiary is already in receipt of mainstream benefits this initial cash allowance should not be provided. Where a Beneficiary is resettled in an area in which Universal Credit has been implemented, the Recipient may provide an additional one-off payment of up to £100 for each Refugee, if required. This should be claimed as an Exceptional Cost on the initial Annex A claim.

Casework Support

- 1.13 The Recipient should ensure that all Beneficiaries are provided with a dedicated source of advice and support to assist with registering for mainstream benefits and services, and signposting to other advice and information giving agencies. This support includes:
- 1.13.1 Assisting with the distribution of Biometric Residence Permits (BRP) cards following arrival. For any Beneficiary coming from overseas, the

Recipient shall distribute BRP cards. This will exclude those in bridging hotels who will already have their BRP cards.

- 1.13.2 Registering with local schools, or if Adults, English language, and literacy classes (see paragraphs 1.26 - 1.36 of this Schedule), or other appropriate training.
 - 1.13.3 Attending local Job Centre Plus appointments for benefit Assessments (where necessary),
 - 1.13.4 Registering with a local GP, and other healthcare providers in line with identified medical needs,
 - 1.13.5 Advice around and referral to appropriate mental health services and to specialist services as appropriate,
 - 1.13.6 Providing assistance with access to employment.
- 1.14 The Recipient shall develop an overarching (or framework) integration support plan and bespoke integration support plans for each family or individual/Beneficiary for the first twelve (12) Month period of their support to facilitate their integration and orientation into their new home/area. The plan should consider the varying needs of individuals within households and how to support these needs and the needs of individuals on the basis of their characteristics.
- 1.15 Throughout the period of resettlement support the Recipient shall ensure interpreting services are available. Any additional interpreting costs incurred, for example attendance at Job Centre Plus or Healthcare appointments, may be claimed as an Exceptional Cost, subject to the prior approval of the Authority.
- 1.16 The above outcomes will be provided through a combination of office-based appointments, drop-in sessions, outreach surgeries and home visits (virtual or in person).
- 1.17 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of the Schemes' delivery.
- 1.18 Where Beneficiaries are not accessing key services, including where needs based on protected characteristics may not be met or where Recipients are otherwise concerned about the welfare of Beneficiaries or their dependants, Recipients are asked to contact their regional contact officer.

Requirements for Beneficiaries with special needs/assessed community care needs

- 1.19 In order to facilitate a Recipient's need to make additional arrangements, such as property adaptations (see also **Annex D**), for each Beneficiary identified as potentially having special needs/community care needs, the Authority will ensure, as far as possible, that these needs are clearly identified and communicated to the Recipient a minimum of forty-two (42) Days prior to the arrival in the UK of each Beneficiary. Where Beneficiary are already residing in temporary accommodation in the UK, this information will be communicated to the Recipient as soon as practicable to enable necessary arrangements to be made.
- 1.20 Where special needs/community care needs are identified only after arrival, the Recipient will use best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.

- 1.21 Where sensitive issues (including safeguarding issues or incidents of domestic abuse, violence, or criminality) are identified by the Authority, the Authority will notify the Recipient immediately, and no longer than one (1) Day, after receipt of the information.⁶

Provision of Education for U18s

- 1.22 The Recipient has a statutory duty for ensuring educational places are available for children of school age.
- 1.23 To support the Recipient in achieving this obligation, the Authority will pay Funding in respect of any Beneficiary aged between 3 and 18 years (including those ACRS Beneficiaries brought in under the Community Sponsorship Scheme) to meet the:
- 1.23.1 provision of education in state-funded establishments; and
 - 1.23.2 Recipient's statutory obligations regarding the assessment of Special Educational Needs & Disabilities (SEND), in respect of which the costs of the assessment will also be met on a case-by-case basis.
- 1.24 The Recipient shall be responsible for ensuring that the appropriate level of funding is paid to places of education (including schools, academies, free schools, and Further Education colleges, as appropriate) who accept Beneficiaries from the relevant age groups.
- 1.25 Further additional payments may also be made in order to cover necessary Exceptional Costs of social care, where compelling circumstances exist. These will be assessed and made on a case-by-case basis.

English Language Provision for Adult Beneficiary

- 1.26 The purpose of language training is to ensure that each Adult Beneficiary is able to progress towards the level of proficiency needed to function in their everyday life; to promote integration; and to support those resettling in the UK to progress towards self-sufficiency, including accessing services or joining the workforce.
- 1.27 The Recipient shall undertake an assessment of each Adult Beneficiary's English language capability to determine their training needs; this assessment should take place at the earliest opportunity. The Adult Beneficiary should be made aware of their assessment level. The assessment should determine whether Formal Language Training is appropriate, and where Informal Language Training should be used to complement, or as a foundation for, Formal Language Training. As a minimum, Adult Beneficiaries should be able to access conversational practice to consolidate/complement their Formal Language Training.
- 1.28 If Formal Language Training is deemed appropriate according to their assessment, the Adult Beneficiary should be able to access a minimum of eight (8) hours per week within one (1) Month of arrival or, for those already in the UK, at the start of Recipient support. This should be provided to Adult Beneficiaries until they have reached Entry Level 3 or for at least twelve (12) months after the start of Recipient Support (whichever is the sooner).

⁶ Case of Interest procedure – further information can be obtained from Local Authority Engagement Team Strategic Regional lead.

- 1.29 Different Adult Beneficiaries will face different barriers to participating in Formal Language Training depending on their unique circumstances. There is, therefore, not a singular uniform activity that this Funding should be used for. Instead, the Recipient's use should be informed by the nature of existing local provision and by each Adult Beneficiary's specific circumstances and requirements. Possible activities include but should not be limited to:
- 1.29.1 Funding payments for mainstream Formal Language Training.
 - 1.29.2 Commissioning discrete Formal Language Training classes for Adult Beneficiaries or funding advanced levels of ESOL for those that have a higher level of English language proficiency.
 - 1.29.3 Supporting the delivery of the minimum eight (8) hours provision per week (Part 1, paragraph 1.28 of this Schedule 1).
 - 1.29.4 Language training or preparation for language proficiency tests supporting access to employment, further education, or higher education.
 - 1.29.5 Commissioning classes at the level which faces the greatest pressure in the area with the agreement that some of the Adult Beneficiaries attend – along with other students – and with the agreement that the additional capacity created allows Adult Beneficiaries at other levels to attend mainstream classes.
 - 1.29.6 Funding evening and weekend classes.
 - 1.29.7 Funding online resources and/or provision to complement face-to-face services, enabling Beneficiaries to access a variety of ESOL support that best meets their requirements.
- 1.30 The Funding is prioritised for participation in ESOL provision. However, if there is a lack of available provision, up to 25% of the Funding can be spent to increase ESOL infrastructure, and therefore future participation rates, where deemed absolutely necessary. ESOL infrastructure could include, for example, training ESOL teachers, buying equipment and resources and renting classroom space. The Recipient will be expected to report back on the proportion of spend on ESOL infrastructure.
- 1.31 For some Adult Beneficiaries, attending Formal Language Training will be more challenging than for others. For example, they might have caring responsibilities, a disability or find attending Formal Language Training difficult. In these instances, it is important that steps are taken to address these barriers so 25% of the ESOL infrastructure element of the Funding (as set out in para 1.30) can be used to support activities that help overcome accessibility barriers [childcare funding should be claimed separately, as described at Part 5].
- 1.32 The Recipient, however, should look to utilise other local or central funding sources or services, wherever possible.
- 1.33 In instances where Adult Beneficiaries arrive outside term time, making immediate access to Formal Language Training difficult, alternative Informal Language Training should instead initially be provided within one (1) month of arrival.
- 1.34 The provision of Informal Language Training is also a suitable alternative in instances where a Beneficiary is assessed as being at pre-entry ESOL level or finds a Formal Language Training environment a barrier to accessibility,

which cannot be resolved using the infrastructure funding set out in paragraph 1.30.

- 1.35 In such instances as set out at paragraphs 1.27 and 1.28, the Recipient should encourage the Adult Beneficiary to access Formal Language Training in the future. This is because Informal Language Training cannot provide accredited qualifications which are often necessary for accessing employment, further study, or training.
- 1.36 An additional amount of Funding is also available to Recipients, to increase Adult Beneficiary access to Language Training appropriate to their ability and needs. This is outlined in Part 4 of this Schedule 1. This is a single payment to be claimed within the first 12 months of arrival or, for those already in the UK, at the start of Recipient support.

Delayed and Cancelled Arrivals

- 1.37 In the event of a delayed arrival, the Recipient can claim void rent costs incurred until arrival. The Recipient should be aware that the tariff has been calculated to pay for a period of void costs. To reflect this, fifty-six (56) days void costs are already built into the tariff to enable Recipients to secure properties before beneficiaries arrive.
- 1.38 In the event of a cancelled arrival funding will be available for those incurring costs (e.g., for void rent costs and set up) for cancelled arrivals if the property/ies cannot be used for another beneficiary. The Authority will accept claims for void costs for the property/ies concerned. Void costs will be considered:
- From the date that you became liable for the rent or the date that the property was formally offered to the Authority (whichever later),
 - To the date the Authority email notifying you to release the property, or
 - In cases where you have already advised the Authority that you could no longer hold the property/ies, void costs will be considered to the date of that notification.

Funding and Claims Process

- 1.39 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure in delivering the outcomes described in Part 1 of this Schedule 1 (paragraphs 1.1 to 1.25, inclusive), on a standard per capita per annum rate for each Beneficiary as follows:

YEAR 1 UNIT COSTS⁷					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
	£	£	£	£	£
Local Authority Costs	10,500	10,500	10,500	10,500	10,500
Education	0	0	4,500	2,250	0
TOTALS	10,500	10,500	15,000	12,750	10,500

- 1.40 Payments will be based on the age of the Beneficiary on arrival in the Recipient's area.
- 1.41 Once these maxima have been reached, no further funding will be paid by the Authority to a Recipient save for any claims made in respect of Exceptional Costs (see Terms & Conditions, Clauses 6.12 and 6.13).
- 1.42 On the Day the Recipient commences the provision of support at set out in this Funding Instruction, the Recipient will be eligible to claim 40% of the total projected annual per capita amount for that person. The Recipient must make a claim on the relevant standard claim form (**Annex A**).
- 1.43 The remainder will be due in two equal instalments at the end of the fourth (4th) and eighth (8th) Months following the Beneficiary's arrival in the UK.
- 1.44 The per capita tariff includes an element for the Recipient to cover up to fifty-six (56) Days (i.e., eight weeks) of void costs. The process for claiming additional/exceptional void costs is explained in **Annex E**.
- 1.45 Funding received is to be pooled and managed across all those identified as supported by the relevant Recipient.
- 1.46 Additional funding to meet the Recipient's SEND responsibilities for any Beneficiary will be met by the Authority on a case-by-case basis as an Exceptional Cost.
- 1.47 Where compelling circumstances exist, the Recipient may request additional funding for educational purposes in respect of any Beneficiary who is 18 years or younger and who is in full-time education. Such requests will be considered on a case-by-case basis, as an Exceptional Cost, with the final decision on payment, duration, and rate (which may be adjusted from time to time) to be set by the Authority.
- 1.48 In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.

⁷ Payment values are valid only for the duration of this Funding Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

2. PART 2 – YEAR 2 TO 3 STATEMENT OF OUTCOMES

Year 2 – 3 Funding

- 2.1 Year 2 – 3 Funding is intended as a contribution towards a Recipient's costs incurred supporting a Beneficiary's continued participation in the Schemes.
- 2.2 To maximise flexibility, it will be for the Recipient to determine the best use of Funding claimed to support the Beneficiary on their journey towards integration and self-sufficiency. Support should be in line with the person-centred integration goals identified in the personalised integration support plan and should include (but not be limited to) ongoing integration into the communities into which a Beneficiary has been resettled; progress towards and into employment (which may include tailored employment support and sector specific formal or informal language training); social care costs for adults and children; or additional educational support. Support should be tailored and particularly consider how to best support the Beneficiary with particular barriers to integration as well as having due regard to protected characteristics.
- 2.3 The Recipient should be able to explain how they are supporting the Beneficiary and furthering the aims of the Schemes by documenting the type(s) of support provided. This should be done with reference to the individual's personal integration plan and goals.

Funding and Claims Process

- 2.4 The Recipient may claim Funding from the first anniversary (i.e., 12 Months) following the commencement of the provision of support under the Schemes, and for subsequent years until the end of the third year.
- 2.5 The key principles of the Funding are that it:
- 2.5.1 provides a per Beneficiary annualised tariff (see table 2.6),
 - 2.5.2 is not ringfenced,
 - 2.5.3 supports programme evaluation and reporting, and
 - 2.5.4 can be pooled across all Beneficiaries that a Recipient is supporting.
- 2.6 A maximum of two (2) annual flat rate payments may be claimed by a Recipient for each Beneficiary supported:

YEAR 2 TO 3 - UNIT COSTS ⁸		
Timeframe	13-24 months	25-36 months
Tariff	£6,000	£4,020

- 2.7 The Authority will only approve one claim per Beneficiary per annum.

⁸ Payment values are valid only for the duration of this Funding Instruction; future years are indicative and may, from time to time, be adjusted by the Authority

- 2.8 No further Funding will be paid by the Authority to a Recipient apart from for any claims made in respect of Exceptional Costs (see Terms & Conditions, Clauses 6.12 and 6.13).
- 2.9 All claims for Year 2 – 3 Funding must be submitted during the second financial quarter (i.e., from 1 July, but in all cases by 30 September) in the same year: late returns may result in payment requests being delayed or refused. Payment will only be made to recipients for all Beneficiaries who are resident in the local authority area on the date of 30 September. If the Beneficiary is not resident on that date, then payment will be refused. Once satisfied that a payment request has been correctly submitted, the Authority will endeavour to make payments of Funding due during the third quarter of the same financial year (i.e., from 1 October, but no later than 31 December).
- 2.10 Funding will be by means of a single annual payment to be claimed at the times as detailed in the following table:

YEARS 2-3 FUNDING – PAYMENT PROFILE FOR ACRS & ARAP ARRIVALS		
<u>Arrivals into the support of the Local Authority between</u>	<u>Claim funding for</u>	
	Year 2	Year 3
22/06/2021 to 21/06/2022	21/06/2023	21/06/2024
22/06/2022 to 21/06/2023	21/06/2024	21/06/2025

- 2.11 In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.

3. PART 3 –STATEMENT OF OUTCOMES FOR RECIPIENTS IN RELATION TO COMMUNITY SPONSORSHIP FOR ACRS BENEFICIARIES ONLY

- 3.1 A key aspect of the Community Sponsorship Scheme (the ‘Schemes’) is the requirement for each approved Sponsor to have the support of their relevant statutory authorities, including the Recipient.

Reimbursement for Education Costs

- 3.2 In accordance with their statutory duty, a Recipient shall be entitled to claim Funding towards educational costs incurred supporting children of school age up to the following maximum per capita rates:

UNIT COSTS (£GBP) FOR SCHEMES ⁹					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
YEAR 1					
Education	0	0	4,500	2,250	0

- 3.3 The Recipient shall be responsible for ensuring that the appropriate level of funding is paid to places of education (incl. schools, academies, free schools, and Further Education colleges, as appropriate) who accept Beneficiaries from the relevant age groups.
- 3.4 The Recipient may request additional funding for educational purposes in respect of all supported Beneficiaries who are 18 years or younger and who are in full-time education, where compelling circumstances exist. Such requests will be considered on a case-by-case basis, with the final decision on payment, duration, and rate (which may be adjusted from time to time) to be set by the Authority.

Reimbursement for other Support Costs during Years 1 and 2

- 3.5 If, for any reason, a Sponsor is unable to fulfil its obligations in delivering the Afghan Citizens Resettlement Scheme (ACRS), the Recipient will be required to step-in and provide the necessary support through:
- 3.5.1 The first twelve (12) Months (Year 1), including the provision of accommodation, casework support, education (incl. Language Training), and social care, as described in Part 1 of this Schedule, and
- 3.5.2 The second twelve (12) Months (Year 2), the provision of accommodation and any other support as the Recipient deems appropriate, as described in Part 2 of this Schedule.
- 3.6 Where a Sponsor becomes unable to fulfil their contractual obligations, or otherwise support those resettled under the ACRS and their immediate dependants, a Recipient may also be eligible to claim Funding for each person supported up to the following maximum standard per capita rates:

⁹ Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

UNIT COSTS (£GBP) FOR SCHEMES¹⁰					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
YEAR 1					
Resettlement Costs	10,500	10,500	10,500	10,500	10,500
YEAR 2					
Resettlement Costs	6,000	6,000	6,000	6,000	6,000

- 3.7 It is recognised that a Sponsor may already have fulfilled some of their obligations with respect to an individual or family's support requirements. It will, therefore, be for the Recipient to assess and determine each person's needs against the outcomes described in Part 1 and Part 2 of this Schedule 1.
- 3.8 The exact value of the Funding and timing of the payment will be determined on a case-by-case basis depending on the circumstances of each person for whom the Recipient is claiming.
- 3.9 Funding up to the maxima noted will be dependent on the length of time for which the Recipient is required to provide support for the individual or family. Typically, this will be:
- 3.9.1 More than six (6) Months – full value
- 3.9.2 Less than six (6) Months – 50% of the value
- Funding for Year 3**
- 3.10 A Recipient will be eligible to claim for contributions to costs under the relevant time periods described in Part 2 of this Schedule 1, to be determined on a case-by-case basis.

¹⁰ Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

4. PART 4 – ACCESS TO ESOL: STATEMENT OF OUTCOMES FOR ADDITIONAL FUNDING TO SUPPORT ENGLISH LANGUAGE PROVISION FOR ADULT BENEFICIARIES

Increasing Access to Language Training

- 4.1 As noted in Part 1, paragraph 1.30 of this Schedule 1, the additional Funding available is primarily intended to increase any Adult Beneficiary access to Formal Language Training appropriate to their ability and needs.
- 4.2 It can also be used to support Informal Language Training (Part 1, paragraph 1.27 of this Schedule 1).
- 4.3 In line with existing good practice guidance on resettlement, it is intended that this Funding be used in a way that promotes integration and the journey towards self-sufficiency.

Key Performance Indicators

- 4.4 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. These Critical Success Factors are:
 - 4.4.1 payments received,
 - 4.4.2 split of spend on participation and spend on non-participation (detailed in Part 1, paras 1.30 -1.31 of this Schedule)
- 4.5 In addition, Recipients should report on the following:
 - 4.5.1 To what extent has the Funding increased local capacity to deliver ESOL. Have there been any delivery barriers which this Funding has not been able to overcome?
 - 4.5.2 To what extent has the Funding improved access to ESOL. Have there been any accessibility barriers which this funding has not been able to overcome?
 - 4.5.3 To what extent has the funding helped improve Adult Beneficiaries' integration and progress towards self-sufficiency, including in the workplace?
- 4.6 The Recipient will be expected to report on these success measures through the annual End of Year monitoring process.

Funding and Claims Process

- 4.7 A per capita payment may be claimed for each Adult Beneficiary provided with language training by the Recipient at the following standard rate:

Unit Costs (£GBP) ¹¹ (see para 4.11 below)	
Adult Beneficiary (aged 19+ at the start of Recipient support)	£850 – claim when Recipient support commences

¹¹ Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority

Adult Beneficiary (aged 18+ at the start of Recipient support)	£850 – claim once Beneficiary attains 19 years
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- 4.8 Community Sponsors will claim these per capita payments for those identified as Beneficiary under the ACRS that they support.
- 4.9 A Recipient may ‘pool’ any Funding claimed, at a local or regional level, to maximise its ability to effectively identify individuals’ language training requirements, be responsive to these needs through the most appropriate delivery arrangements and range of providers within a local area.
- 4.10 Following a Beneficiary being assessed as eligible (Part 1, paragraph 1.27 of this Schedule 1) the Recipient will be able to submit a claim.
- 4.11 The Recipient must make a claim on the relevant standard claim form (Annex A) to receive payment. ESOL should be inserted in column O of the Annex and the standard tariff of £850 inserted in column P against each Beneficiary for whom the Funding is being claimed.
- 4.12 Claims for the £850 additional ESOL funding may be claimed for each Adult Beneficiary who, on the start of Recipient support, is 19 years+ or reaches the age of 19 years within the first 12 months of that support.
- 4.13 In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.

5. PART 5 – ACCESS TO ESOL: Statement of Outcome for funding proposals to address barriers to access, in particular childcare support

Outcomes

- 5.1 The Authority recognises that Refugees face barriers to participating in Formal Language Training including childcare and other caring responsibilities, the ability to combine employment with Formal provision and the need for transportation.
- 5.2 Delays in starting to learn English upon arrival make it more difficult for a Beneficiary (in particular, women with families) to integrate and become self-sufficient. Removing this barrier is a key to assisting any Beneficiary effectively settling into their new community.
- 5.3 The Authority is making Funding available to help Recipients, whether receiving authorities, Community Sponsors and/or regional co-ordination bodies (i.e., Strategic Migration Partnerships), across the UK to address this problem.
- 5.4 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure to overcoming barriers to enable the Beneficiary to participate in ESOL training.
- 5.4 Access to the Funding will require potential Recipients to submit proposals for projects using the application form which can be obtained from ESOLChildcare@homeoffice.gov.uk
- 5.6 Projects could provide:
- 5.6.1 traditional forms of childcare such as crèches or playgroups, or
 - 5.6.2 tailored childcare on the same site as ESOL classes, or
 - 5.6.3 innovative approaches such as providing family learning events to help adults learn English when they are unwilling or unable to leave their children. Family learning projects must meet the twin requirements of catering for children and providing language training to adults, or.
 - 5.6.4 mobile provision to bring lessons closer to learners unable to attend mainstream provision. This could be in greater proximity to Refugees' homes, childcare and other care providers, employment and/or in a location that is better connected to existing public transport routes, or.
 - 5.6.5 transport that is not already offered by the Department for Transport, local authorities or other funding streams.
- 5.7 This list at paragraph 5.6 is not exhaustive. Further guidance on Eligible and Ineligible expenditure can be provided by the Authority on request.

Funding and Claims

- 5.8 To ensure a fair distribution of funds, bids will be assessed by the Authority against criteria related to identification of need and outcomes. The Authority will communicate details of the bidding process to Local Authorities, SMPs and

Community Sponsorship groups at the start of the financial year. Further bids can be made on a quarterly basis during the financial year. Please be aware that once the maximum funding available has been allocated then no further funding will be available.

- 5.9 Details of the assessment criteria and how to bid for ESOL childcare can be obtained from ESOLChildcare@homeoffice.gov.uk

	Maximum UK-wide Funding available for Access to ESOL (Childcare) projects in 2023/24¹²
Access to ESOL childcare funding	ACRS - £600,000 ARAP - £600,000

Key Performance Indicators

- 5.10 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome.
- 5.11 Recipients should report on the following:
- 5.11.1 Total number of adults supported to access ESOL due to this funding.
 - 5.11.2 Lessons learned as to the effectiveness of the project, and any recommendations for further measures to increase ESOL participation.
- 5.12 The Recipient will be expected to report on these success measures through the annual End of Year monitoring process. The Authority may also request additional monitoring and evaluation information outside of this process, including for instance case studies illustrating how it has been beneficial on an individual basis.
- 5.13 If you have any questions about this funding stream, please contact: ESOLChildcare@homeoffice.gov.uk

¹² Payment values are valid only for the duration of this Memorandum; future years are indicative and may, from time to time, be adjusted by the Authority

6. PART 6 – COMMUNITY SPONSORSHIP ACCESS TO FUNDING

Reimbursement for Additional Funding to Support English Language Provision for Adult Beneficiaries under Afghan Citizens Resettlement Scheme (ACRS)

- 6.1 Community Sponsors can claim Additional Funding to support English Language provision for Adult Beneficiaries resettled under the ACRS as per Part 4, paras 4.7 to 4.13 of this Schedule.

UNIT COSTS (£GBP) FOR SCHEMES	
Adult Beneficiary (aged 19+ at the start of support by the Community Sponsor group)	£850 – claim when Community Sponsorship support commences
Adult Beneficiary (aged 18+ at the start of support by the Community Sponsor group)	£850 – claim when Community Sponsorship support commences

- 6.2 Claims for the £850 additional ESOL funding may be claimed for each Adult Beneficiary resettled under the ACRS who, on the start of Recipient support, is 19 years+ or reaches the age of 19 years within the first 12 months of that support.
- 6.3 Community Sponsors may also bid for the funding available for childcare to facilitate participating in Formal Language Training activity, as set at in Part 5 of this Schedule 1.

7. PART 7 – SUPPORT INTO SETTLED ACCOMMODATION: STATEMENT OF OUTCOMES FOR FLEXIBLE HOUSING FUNDING

Outcomes

- 7.1. This funding is available to help the Recipient (be that the bridging hotel Local Authority or the receiving Local Authority) move Beneficiaries into settled accommodation. This funding can be used flexibly, to move Beneficiaries from bridging hotels or temporary accommodation, into appropriate settled accommodation at the earliest opportunity.
- 7.2. The Recipient will be free to determine how best to utilise the Funding, but for monitoring and evaluation purposes must be able to demonstrate that the Funding has been used to support Beneficiaries to move into appropriate settled accommodation.
- 7.3. For the purposes of this funding, settled accommodation is defined as accommodation that meets local authority standards and is deemed suitable and sustainable. This may include, but is not limited to, PRS properties (identified through Find Your Own Accommodation), matched properties, Service Family Accommodation or Barratt properties.
- 7.4. Uses for this funding may include (but are not limited to):
 - 7.4.1. Support to access the private rented sector (for example via the Find Your Own Pathway), including (but not limited to):
 - Landlord incentives (such as upfront rent payments)
 - Support with rent guarantees
 - Deposits
 - Initial rent, or ongoing rental top-ups where required
 - Furnishings
 - 7.4.2. Funding may also be used to support the Beneficiary with advice and guidance on tenancy sustainment, for example providing information on how to set-up bills and property up-keep.
 - 7.4.3. Resource support which enables the sourcing, matching and/or management of properties for the Beneficiary, including on related schemes such as the Local Authority Housing Fund (LAHF) or Service Family Accommodation.
 - 7.4.4. Engagement with other organisations to help source appropriate settled accommodation.
 - 7.4.5. Capital spend to bring forward settled accommodation (including but not limited to):
 - Refurbishing and/or converting local authority-owned residential or non-residential buildings, including defunct sheltered accommodation.

- Acquiring, refurbishing and/or converting non-local authority owned residential or non-residential buildings, including bringing empty or dilapidated properties back into use.
- Acquiring new build properties ‘off-the-shelf’, including acquiring and converting shared ownership properties.
- Developing new properties, including through modern methods of construction (MMC).
- Match funding LAHF properties for Afghan families.
- Furnishings.

- 7.5. £7,100 of funding per Beneficiary is available to use flexibly as per the outcomes above.
- 7.6. Funding can be claimed once the Beneficiaries are confirmed as moving into settled accommodation from bridging or temporary accommodation and where a local authority is providing the Beneficiary with support in accessing this accommodation.
- 7.7. Funding, once claimed, will be paid in one lump sum.
- 7.8. Funding can only be claimed once per Beneficiary, irrespective of whether, for example, a Beneficiary moves between different local authorities. If multiple local authorities incur expenditure this should be resolved locally.
- 7.9. The Beneficiary must be in bridging or temporary accommodation as of 1 April 2023 for the local authority to claim this funding.
- 7.10. The key principles of the Funding are that it is:
- 7.10.1. Not ring fenced.
 - 7.10.2. Supports programme evaluation and reporting.
 - 7.10.3. The Authority will only approve one claim per Beneficiary; and
 - 7.10.4. No further funding will be paid by the Authority to the Recipient under Schedule1, Part 7 of this funding instruction

Funding and Claims Process

- 7.11. The Recipient may claim funding from the point at which the Beneficiary moves into settled accommodation.

Flexible Housing Funding available in 2023/24	
Beneficiary – resident in bridging accommodation at 1/4/2023	£7,100 per Beneficiary

- 7.12. The Recipient must make a claim on the specific “FLEXIBLE HOUSING FUND” Annex A to receive this single payment.
- 7.13. Guidance on how the Annex A should be included is included on the “Guidance Tab”.
- 7.14. Claims must be supported with evidence that the Beneficiary has been placed into settled accommodation, this may be in the form of a signed copy of the tenancy agreement or similar documentation.

- 7.15. Both the completed Annex A and the supporting information must be submitted using MOVEIT.
- 7.16. In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.

Monitoring and Evaluation

- 7.17. The Authority will require the Recipient to provide information regarding the use of this funding for monitoring and evaluation purposes to determine how it has been used to support Beneficiaries into settled housing.
- 7.18. Proof of spend is not required for funding to be released, only confirmation that the Beneficiary is confirmed as moving into settled accommodation to allow local authorities to access the funding as soon as possible.

ANNEX A – EXPENDITURE CLAIM PRO-FORMA

The following Annex A Excel spreadsheets, Additional Housing Support Costs claim form and Exceptional Costs claim form will be provided separately by the Afghan Schemes Payments Team.

- ACRS/ARAP Annex A – Year 1 initial claim
- ACRS/ARAP Annex A – Year 1 subsequent claims
- ACRS/ARAP Annex A – Year 2 claims
- Flexible Housing Funding – Annex A 2023/24
- ACRS/ARAP Exceptional Costs claim form – 2023/24

ANNEX B – UNHCR RESETTLEMENT SUBMISSION CATEGORIES

The Authority is responsible for identifying suitable Refugees for resettlement to the UK under the UK Resettlement Scheme in liaison with the United Nations High Commission for Refugees (UNHCR) based upon the following seven resettlement submission categories¹³:

- Legal and or Physical Protection Needs
- Survivors of Torture and/or Violence
- Medical Needs
- Women and Girls at Risk
- Family Reunification
- Children and Adolescents at Risk*
- Lack of Foreseeable Alternative Durable Solutions

*UNHCR's Categories of Children and Adolescents at Risk

- **Unaccompanied children (UAC):** are those children who have been separated from both parents and other relatives and are not being cared for by an adult who, by law or custom, is responsible for doing so.
- **Separated children (SC):** are those separated from both parents, or from their previous legal or customary primary care-giver, but not necessarily from other relatives. These may, therefore, include children accompanied by other adult family members.
- **Children without legal documentation:** This would include children without legal documentation to prove their legal identity, and who may be particularly vulnerable and considered for resettlement, including:
 1. children aged 0-4 years who lack evidence of their birth (no birth certificate, no birth notification passport or family booklet), and where one parent is not present (in particular, where the parent who has the right to pass nationality is not present), or
 2. children aged 12-17 who lack documentation to prove their age and who face other protection risks (child labour, child marriage, child recruitment, children detained or in conflict with the law) who are at particular risk because they lack proof of their status as children and are therefore unable to prove their right to age-specific child protections under the law.
- **Children with specific medical needs:** Child with serious medical condition is a person below the age of 18 that requires assistance, in terms of treatment or provision of nutritional and non-food items, in the country of asylum.
- **Children with disabilities:** A child with disability is a person below the age of 18 who has physical, mental, intellectual, or sensory impairments from birth, or

¹³ As defined in the UNHCR's Resettlement Handbook (<http://www.unhcr.org/46f7c0ee2.pdf>)

resulting from illness, infection, injury, or trauma. These may hinder full and effective participation in society on an equal basis with others.

- **Child carers:** The Child Carer category includes a person below the age of 18, who is not an unaccompanied child and who has assumed responsibility as head of household. This could include, for example, a child who still lives with his/her parents, but has taken on the role of caring for them (and possible siblings) due to the fact that the parents are ill, disabled, etc.
- **Children at risk of harmful traditional practices, including child marriage and female genital mutilation:** Person below the age of 18 years of age who is at risk of, or is a victim/ survivor of a harmful traditional practice. Every social grouping has specific traditional practices and beliefs, some of which are beneficial to all members while others are harmful to a specific group, such as women. Such harmful traditional practices include for instance, female genital mutilation, early marriage, dowry price, widow inheritance, female force feeding, witch hunting, female infanticide, son preference and its implications for the girl child. Depending on the circumstances, certain forms of male circumcision, scarring or tattooing fall also under this category.
- **Child labour:** Includes children engaged in:
 - (i) the worst forms of child labour: Person below the age of 18 who is engaged in the worst forms of child labour, which include all forms of slavery or practices similar slavery (such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict); the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances; the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties; work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children; and
 - (ii) other forms of child labour: Person below the age of 18 who is engaged in forms of child labour other than the worst forms, such as work that is likely to be hazardous or to interfere with his/her education, or to be harmful to his/her health or physical, mental, spiritual, moral, or social development. UNICEF defines child labour as work that exceeds a minimum number of hours, depending on the age of a child and on the type of work. Such work is considered harmful to the child: ages 5-11: at least one hour of economic labour or 28 hours of domestic labour per week; ages 12-14: at least 14 hours of economic labour or 28 hours of domestic labour per week; ages 15-17: at least 43 hours of economic or domestic work per week.
- **Children associated with armed forces or armed groups** are persons below the age of 18 who are or have been recruited into, or used by, an armed force or armed group in any capacity, including as fighter, cook, porter, messenger, spy, or for sexual purposes or forced marriage. It does not only refer to a child who is taking or has taken a direct part in hostilities.
- **Children in detention and/or in conflict with the law:** Person below the age of 18 who is, or has been, charged or convicted for an infringement of the law.

- ***Children at risk of refoulement¹⁴***: Person below the age of 18 who is at risk of being returned to the frontiers of territories where his/her life or freedom would be threatened, or where he/she is at risk of persecution for one of more grounds of the 1951 Refugee Convention, including interception, rejection at the frontier or indirect *refoulement*.
- ***Children at risk of not attending school***: Person below the age of 18 who is unable or unwilling to attend school or is at heightened risk of interruption or discontinuation of his/her education.
- ***Children survivors of (or at risk of) violence, abuse, or exploitation, including Sexual and Gender-Based Violence (SGBV)***: Person below 18 years of age, who is at risk of physical and/or psychological violence, abuse, neglect, or exploitation. The perpetrator may be any person, group, or institution, including both state and non-state actors.

¹⁴ Refoulement means the expulsion of persons who have the right to be recognised as refugees.

ANNEX C – DATA SHARING PROTOCOL (DSP)

1. AIMS AND OBJECTIVES OF THE DSP

- 1.1 The aim of this DSP is to provide a set of principles for information sharing.
- 1.2 This DSP sets out the rules that the Recipient must follow when handling information classified as “personal data” by UK Data Protection Legislation in force.

2. DATA PROTECTION LEGISLATION

- 2.1 The UK Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The UK Data Protection Legislation requires that all transfers of information fall within its six data protection principles. The Recipient, when processing personal data in connection with the Instruction, must comply with these principles of good practice.
- 2.2 Personal data must be processed in accordance with the following six data protection principles:
 - i. **Lawfulness:** processed lawfully, fairly and in a transparent manner in relation to individuals.
 - ii. **Fairness and Transparency:** collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.
 - iii. **Purpose limitation:** adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed.
 - iv. **Accuracy:** accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased, or rectified without delay.
 - v. **Storage limitation:** kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of individuals; and,
 - vi. **Integrity and confidentiality (Security):** processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

3. SECURITY

3.1 The Recipient and its Staff shall exercise care in the use of information that they acquire during their official role, and to protect information which is held by them in accordance with the UK Data Protection Legislation. Such measures include:

- not discussing information about a Beneficiary in public; and
- not disclosing information to parties who are not authorised to have access to the shared information.

3.2 In addition to the above, the Recipient must ensure that:

- personal data received is processed solely for the purposes of discharging their obligations for supporting the Beneficiary under this Instruction,
- all personal data received is stored securely,
- only people who have a genuine need to see the data will have access to it,
- information is only retained while there is a need to keep it, and destroyed in line with government guidelines,
- all reasonable efforts have been taken to warrant that the Recipient does not commit a personal data breach,
- any information losses, wrongful disclosures or personal data breaches originating from the Authority are reported to the Authority's Security team at HOSecurity-DataIncidents@homeoffice.gov.uk,
- they follow any information as provided by the Authority's Security Team and Data Protection Officer, who will provide direction on the appropriate steps to take e.g., notification of the Information Commissioner's Office (ICO) or dissemination of any information to the Beneficiary.
- The responsibility to notify the Authority is not withstanding the internal policies SMPs, and local authorities will have regarding reporting data breaches to the ICO in their role as data controller in accordance with Clause 5 of this funding instruction.

3.3 Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.4 The Authority will make available further information as to what constitutes a personal data breach upon request.

3.5 As public sector bodies the Authority and the Recipient are required to process personal data in line with His Majesty's Government Security Policy Framework ([Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/security-policy-framework-protecting-government-assets)) guidance issued by the Cabinet Office when handling, transferring, storing, accessing, or destroying information assets.

4. SUBJECT ACCESS REQUESTS

- 4.1 The Authority and the Recipient will answer any subject access or other requests made under the UK Data Protection Legislation that it receives for the data where it is the Controller for that data. In cases where such a request is received, both the Authority and the Recipient shall:
- consult the other before deciding whether or not to disclose the information;
 - allow the other a period of at least five (5) working days to respond to that consultation;
 - not disclose any personal data that would breach the principles of the UK Data Protection Legislation; and,
 - give proper consideration to any arguments from the other as to why data should not be disclosed, and where possible reach agreement before any disclosure is made.

5. DATA TO BE SHARED

- 5.1 The Authority will share a variety of documents with the Recipient providing information on the Beneficiary/s. The type of data will be dependent on how and under which route the Beneficiary arrived in the UK, and may include:
- 5.1.1 Family Questionnaire (where available)
 - 5.1.2. Temporary bridging hotel individual survey
- 5.2 The Authority will share with the Recipient the following documents for an ACRS Pathway 2 Refugee:
- 5.2.1 UNHCR Resettlement Registration Form (RRF)
 - 5.2.2 IOM Migration Health Assessment form (MHA)
 - 5.2.3 UNHCR Best Interest Assessments and Determinations
 - 5.2.4 IOM Pre departure Medical Screening Form (PDMS) and Pre-embarkation Certificate (PEC).
- 5.3 The above documents will contain the following personal information on a Refugee:

UNHCR Resettlement Registration Form (RRF)

- Biographic data for each Refugee including marital status, religion. Ethnic origin, contact details in host country;
- Education, skills, and employment summary;
- Known relatives of the principal applicant and spouse not included in the referral submission;
- Summary of the Basis of the Principal Applicant's Refugee Recognition¹⁵;
- Need for resettlement¹⁶;
- Specific needs assessment¹⁷;

¹⁵ Classed as special category data under UK Data Protection Legislation.

¹⁶ Classed as special category data under UK Data Protection Legislation.

¹⁷ Depending on the content, this could be classed a potentially special category data under UK Data Protection Legislation.

- The number of people within a family due to be resettled, age and gender or family members;
- The language spoken;
- Ability to communicate in English; and
- Any known specific cultural or social issues¹⁸.

MHA Form

- Consent from Refugee to conduct a medical examination;
- Consent from the Refugee to Medical Advisors to disclose any existing; medical conditions to the Authority necessary for the resettlement process¹⁹.

Best Interest Assessments and Determinations

- Information about any particular safeguarding circumstances and an assessment of the best interests of the individuals affected²⁰.

PDMS Form and PEC

- Biographic data for each refugee that requires this form;
- Medical information in relation to the Refugee including medical history, updates on treatments and medication, on-going care requirements.

6. STORAGE, RETENTION AND DESTRUCTION SCHEDULE

- 6.1 The Recipient will keep all personal information shared securely in accordance with the handling instructions associated with the information security classifications as well as its own data retention and destruction schedules.
- 6.2 Recipients will not retain the personal information for longer than is necessary for the purpose of resettlement activity as outlined in the funding instruction.
- 6.3 A regular review shall be conducted by the Recipient to assess the necessity of retaining the Beneficiary's personal data. Once the data is no longer relevant for those purposes it will be destroyed securely.

7. CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION

- 7.1 The Recipient shall provide the Authority with reasonable co-operation and assistance in relation to any complaint or request made in respect of any data shared under this data sharing arrangement, including providing the Authority with any other relevant information reasonably requested by the Authority.
- 7.2 Any operational issues or disputes that arise as a result of this DSP must be directed in the first instance to the Local Authority Engagement Team Strategic Regional leads.

¹⁸ Depending on the content, this could be classed a potentially special category data under UK Data Protection Legislation.

¹⁹ Classed as special category data under UK Data Protection Legislation.

²⁰ Depending on the content, this could be classed a potentially special category data under UK Data Protection Legislation.

8. STAFF RESPONSIBILITIES

- 8.1 Staff authorised to access a Beneficiary's personal data are personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 8.2 Staff should know how to obtain, use and share information they legitimately need to do their job.
- 8.3 Staff have an obligation to request proof of identity or takes steps to validate the authorisation of another before disclosing any information requested under this DSP.
- 8.4 Staff should uphold the general principles of confidentiality, follow the guidelines set out in this DSP and seek advice when necessary.
- 8.5 Staff should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal. Criminal proceedings might also be brought against that individual.

9. FREEDOM OF INFORMATION REQUESTS

- 9.1 Both the Authority and the Recipient will answer any requests made under the Freedom of Information Act 2000 that it receives for information that it holds solely as a result of, or about, this data sharing arrangement. In such cases where such a request is received, both the Authority and the Recipient shall:
 - Consult the other before deciding whether or not to disclose the information.
 - Allow the other a period of at least five (5) working days to respond to that consultation; and
 - Not disclose any personal data that would breach the principles of the UK Data Protection legislation.

10. METHOD OF TRANSFER OF A BENEFICIARY'S PERSONAL DATA

- 10.1 The Authority will use a secure process, known as MOVEit, to transfer the data which allows internal and external users to share files securely and shall provide the interaction between the parties.
- 10.2 The Recipient shall be given access to MOVEit over a web-based browser. Once this arrangement is operative, the Recipient shall, to the extent from time to time specified by the Authority, be required to use MOVEit for the purpose of its interface with the Authority under this Memorandum.
- 10.3 A list of authorised Staff should be available for inspection if requested by the Authority.

11. RESTRICTIONS ON USE OF THE SHARED INFORMATION

- 11.1 All information on a Beneficiary that has been shared by the Authority must only be used for the purposes defined in Section 3 of this DSP, unless obliged under statute or regulation or under the instructions of a court. Therefore, any further uses made of the personal data will not be lawful or covered by this DSP.
- 11.2 Restrictions may also apply to any further use of personal information, such as commercial sensitivity or prejudice to others caused by the information's release, and this should be considered when considering secondary use of personal information. In the event of any doubt arising, the matter shall be referred to the Authority whose decision – in all instances – shall be final.
- 11.3 A full record of any secondary disclosure(s) must be made if required by law or a court order on the Beneficiary's case file and must include the following information as a minimum:
- Date of disclosure;
 - Details of requesting organisation;
 - Reason for request;
 - What type(s) of data has been requested;
 - Details of authorising person;
 - Means of transfer (must be by secure); and
 - Justification of disclosure.
- 11.4 The restrictions on secondary disclosures as set out in paragraph 11.1 and 11.2 of this DSP apply equally to third party recipients based in the UK and third-party recipients based outside the UK such as international enforcement agencies.

12. AUDITS

- 12.1 The Recipient agrees that it may be audited at the request of the Authority to ensure that the personal data has been stored and/or deleted appropriately, and that they have conformed to the security protocols set out in this DSP.
- 12.2 The Authority confirms that no other information would be reviewed or audited for this purpose.

ANNEX D – PROPERTY ADAPTATIONS FOR BENEFICIARY(S)

1. 'In principle' approval would need to be sought from the Afghan Schemes' Payments Team in advance of any work being undertaken. Costs would be expected to be in line with average costs for each adaptation shown in the table below. The Schemes will also consider reasonable property adaptation reversal costs with approval sought from the Afghan Schemes Payments Team prior to any work.
2. Property adaptations for any Beneficiary who has mobility issues are divided into two categories:
 - a) minor adaptations which are included within the tariff rate, and
 - b) major adaptations which may be paid for from the Exceptional Cases fund.

Minor adaptations

3. These are works that do not need any structural changes to the property including:
 - grab rails
 - stair rails
 - lever taps
 - level access thresholds
 - half steps to doors
 - flashing/vibrating doorbells/smoke alarms, and
 - over bath showers.

These would be paid for from the standard tariff for each Beneficiary.

Major adaptations

4. These are works that do need structural changes to the property and can include:

Adaptation	Estimated average cost (£GBP)
Level access shower facilities	£3,500
Stairlifts	£1,500 (Straight) – £5,000 (Corners)
Ramps	£500 to £1,000
Changing the height of kitchen work surfaces	£2,000
Adapting the home for wheelchair use such as widening doorways	£600 - £800 per door
Ground floor bathroom/bedroom facilities	£2,000 to £3,000

These may be funded by the exceptional cases fund following an assessment by an occupational therapist or similarly qualified person. The maximum that can be spent on any property is £30,000 and should not include extensions.

If a grant is made available for adapting a Social or Private Rented property the landlord is required to make the property available for letting by the tenant for a period of five (5) years upon completion of the work, in line with the Disabled Facility Grant arrangements.

ANNEX E – VOID COSTS FOR *FOUR BEDROOM PROPERTIES

1. Local authorities are already able to use the Year One tariff (see Schedule 1, Part 1) to pay for a period of void costs. To reflect this, fifty-six (56) Days void costs ('voids') are already built into the tariff to enable Recipients to secure properties before Beneficiary families arrive.
2. The Authority understands the supply challenges associated with securing *four (4) or more bedroom properties. To support Recipients and Community Sponsors to secure these properties when they become available, the Authority has agreed to fund an additional twenty-eight (28) Days voids as an Exceptional Cost outside of the tariff. This will bring the total period of voids covered up to eighty-four (84) Days.

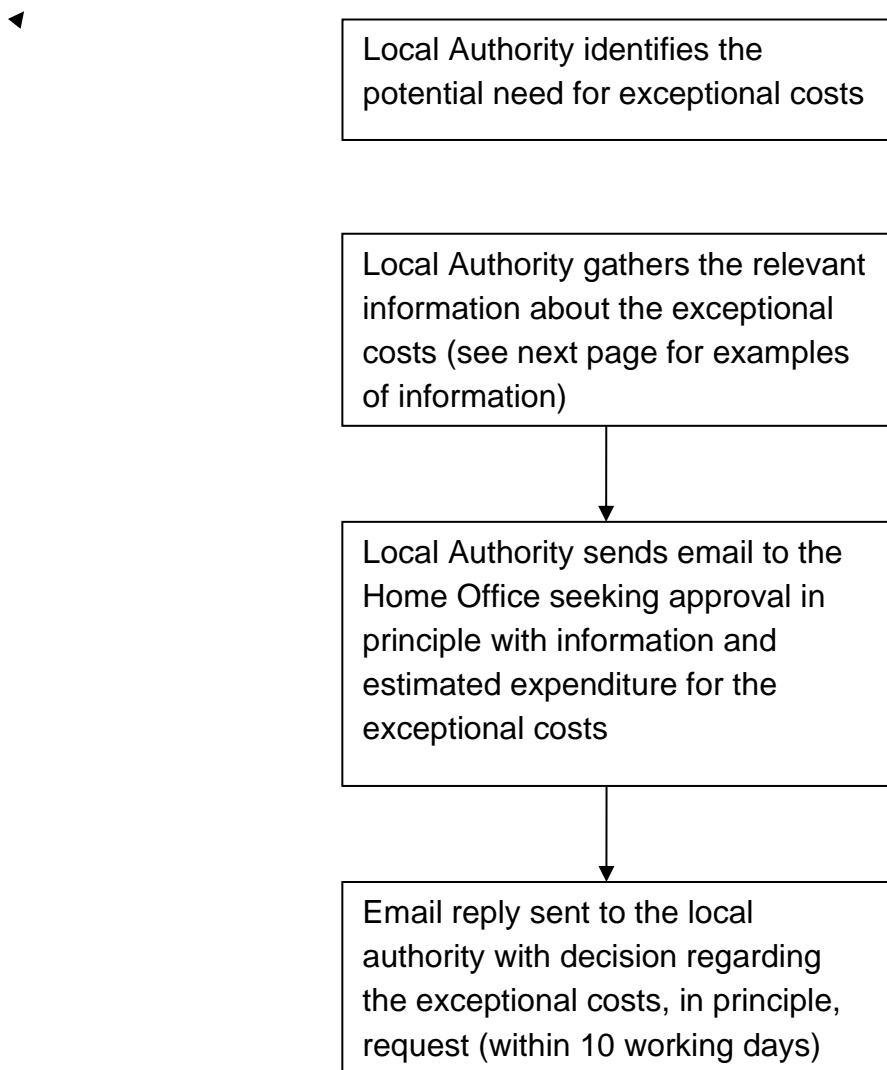
Criteria

3. Recipients are able to submit an Exceptional Costs claim to pay for up to an additional twenty-eight (28) Days voids for four (4) or more bedroom properties only.
4. All claims must be accompanied by evidence demonstrating excess voids were incurred over and above the tariff fifty-six (56) Days, up to a maximum of an additional twenty-eight (28) Days.
5. The Authority will also consider other voids in exceptional circumstances, such as non-arrival of a family after the property has been secured.
6. Recipients are asked to contact their regional contact officer to discuss if they believe exceptional circumstances apply.

ANNEX F – GUIDE TO CLAIMING EXCEPTIONAL COSTS

1. In most circumstances ‘In principle’ approval would need to be sought from the Resettlement LA Payments Team in advance of any work being undertaken. Where there is an urgency, please contact the Resettlement LA Payment Team lead.

Approval in principle



Delays may occur when the Home Office receives insufficient information to decide in principle.

Examples of supporting information

Property adaptations

- Information about the need for the adaptations e.g. OT assessment, other medical information.
- Estimate of cost of each adaptation – at least two estimates should be supplied, to demonstrate that the best value for money has been achieved.

Void costs

- Remember the tariff includes funding to cover the first 56 days for property rental.
- Reason for claiming additional void costs.
- Evidence of expenditure e.g. rent invoices.
- Evidence of the date that the property was acquired for resettlement.

SEND costs

- Information about the specific client needs, supported by Education, Care and Health Assessment (ECHA), Special Educational Needs Co-ordinator (SENCO) report or similar. Include details of what is being requested.
- Cost of dedicated teaching support.
- Advertisement for the teaching support.
- Details and estimated costs of any specialist equipment, providing estimates to show best value for money.

Social Care costs

- OT and medical assessments.
- Details and estimated costs of specialist care.
- Details and estimated costs of any specialist equipment, providing estimates to show best value for money.

Processing an exceptional cost claim

- Once expenditure has occurred, Local Authority may submit claim for pre-approved exceptional costs.

- Local Authority completes “Exceptional Costs” claim form.
- Claim submitted with the all the evidence of expenditure, either by email to ResettlementLAPaymentsTeam@homeoffice.gov.uk (if no personal information); or via MOVEit SRP Annex A account.

- Afghan Scheme Payments team checks all the information submitted by the Local Authority.
- If claim is complete, it will be approved for payment within 10 working days.

- Payment Advice sent to Local Authority

ANNEX G – RECORD OF CHANGES TO THESE FUNDING INSTRUCTIONS (TO PREVIOUS PUBLISHED VERSION)

Page/paragraph number	Details of change
Clause 1.5, page 5	Definition added: Branding Manual
Clause 1.40, page 8	Definition added: Social Value
Clause 13, pages 21	Added: Intellectual Property Rights and Branding
Clause 14, page 21-22	Added: Social Value Requirements
Schedule 1, Part 1, 1.8, page 24	Added under Find Your Own Accommodation; The Recipient should engage with the bridging local authority (where applicable) to confirm what type of support will need to be provided to the Beneficiary. Local authorities should endeavour to follow the principles in the Find Your Own Accommodation Working Protocol circulated on 26 April 2023.
Schedule 1, Part 1, 1.48, page 29	Added: In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.
Schedule 1, Part 2, 2.11, page 31	Added: In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.
Schedule 1, Part 4, 4.13, page 35	Added: In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.
Schedule 1, Part 7, 7.1-18, page 39-41	Added: Part 7 Covering Support Into Settled Accommodation: Statement Of Outcomes For Flexible Housing Funding



Home Office

Funding Instruction for Local Authorities: Asylum Dispersal Grant

Financial Year 2023-2024

Scheme Reference: 395

Asylum & Protection Transformation

Grant 3

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asylumdispersalgrant3@homeoffice.gov.uk

TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

- 1.1. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.2. “**Asylum Dispersal**” means the policy of dispersal of those seeking asylum accommodation in the UK introduced by the Immigration and Asylum Act 1999. The legislative intention was that by distribution across the country no one area would be overburdened by the obligation of supporting asylum seekers.
- 1.3. An “**Asylum Seeker**” means, a person who has entered into a legal process of refugee status determination.
- 1.4. The “**Authority**” means the Secretary of State for the Home Department acting through the Asylum & Protection Transformation Team on behalf of the Crown.
- 1.5. “**Branding Manual**” means the HM Government of the United Kingdom of Great Britain and Northern Ireland’s Branding Manual ‘Funded by UK Government’¹ first published by the Cabinet Office in November 2022, including any subsequent updates from time-to-time.
- 1.6. A “**Clause**” means the clauses in this Funding Instruction.
- 1.7. “**Commencement Date**” means the date on which the Funding Instruction comes into effect and from which Eligible Expenditure may be claimed, being the 01 April 2023.
- 1.8. “**Contingency Accommodation – Hotels**” means contingency accommodation in a hotel.
- 1.9. “**Contingency Accommodation – Other**” means contingency accommodation such as hostels, and former military accommodation This may include people (who may or may not be related) living at the same address and who share cooking facilities, bathrooms, or toilets, or living areas.
- 1.10. “**Crown Body**” (or “**Crown**”) means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, ministers and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf.
- 1.11. “**Data Protection Legislation**” means (i) the UK GDPR, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, (iii) all applicable Law about the processing of Personal Data and privacy, and (iv) (to the extent that it applies) the EU GDPR.

¹ [Branding Funded By UKG-.pdf \(civilservice.gov.uk\)](https://civilservice.gov.uk/branding-funded-by-ukg-.pdf)

- 1.12. **“Day”** means any calendar day Sunday through Saturday (inclusive).
- 1.13. **“Delivery Partner”** means any Third-Party whether an organisation or an individual working with the Recipient, whether remunerated or not, in the delivery of this Funding Instruction for the provision of the Purpose.
- 1.14. **“Dispersal Accommodation (DA)”** means primarily self-catering accommodation, provided under section 95 of the 1999 Immigration and Asylum Act. It consists of a mix of bed-sits, self-contained accommodation, and maisonettes to house single adults, couples and families and rooms in Houses of Multiple Occupation (HMOs) for adults. Supported persons are provided with specific facilities as standard, e.g. cooking facilities, kitchen utensils, bathing facilities, linen, basic furniture and refuse disposal. If the household contains young children, additional specific equipment is provided as required, e.g., stair gate, cot and sterilising equipment.
- 1.15. **“Eligible Expenditure”** means all costs, expenses, liabilities, and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient during the funding period 01 April 2023 to 31 March 2024 and which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.16. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Asylum Dispersal and in accordance with the terms and outcomes of this Instruction.
- 1.17. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.18. The **“Funding Period”** means the period for which the Grant is provided from the Commencement Date to 31 March 2024.
- 1.19. **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (‘FOIA’), the Environmental Information Regulations 2004 (‘EIR’) and any subordinate or amended legislation made under these Acts from time to time together with any guidance or codes of practice issued by the relevant government department(s) concerning the legislation.
- 1.20. **“Initial Accommodation (IA)”** means Initial Accommodation that is provided under s98 of the Immigration and Asylum Act 1999 and is provided whilst S95 eligibility is being decided. They are lodgings for people who have asked for asylum and would otherwise be destitute without the accommodation.
- 1.21. **“In Writing”** means modes of representing or reproducing words in visible form including but not limited to paper correspondence, email, display on screen and electronic transmission.
- 1.22. **“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.
- 1.23. A **“Month”** means a calendar month.
- 1.24. **“Overflow Dispersal Accommodation (ODA)”** means Contingent Accommodation as accommodation which is used as part of a Contingent Solution. A Contingent Solution is then defined as “an accommodation solution developed and proposed by the Provider, and accepted by the

Authority which is appropriate for housing destitute Asylum Seekers, in such scenarios that may from time to time arise where the region(s) have reached the Service User Volume Cap and there is a need for further accommodation for a period of time.

- 1.25. An “**Overpayment**” means Funding paid by the Authority to the Recipient in excess of the amount due.
- 1.26. “**Personal Data**” has the meaning given to it in UK Data Protection Legislation.
- 1.27. A “**Recipient**” means a participating local or regional authority to which the Authority has agreed to provide Funding under this Instruction as a contribution towards eligible expenditure incurred supporting Asylum Seekers.
- 1.28. “**Schedule**” means the Schedules attached to this Funding Instruction.
- 1.29. “**The Scheme**” means the Asylum Dispersal Scheme.
- 1.30. “**Staff**” means any person employed or engaged by the Recipient and acting in connection with the operation of this Instruction including the Recipient’s owners, directors, members, trustees, employees, agents, suppliers, volunteers and Delivery Partners (and their respective employees, agents, suppliers and Delivery Partners) used in the delivery of the funded outcomes
- 1.31. “**Third Party**” means any party whether person or organisation other than the Authority or the Recipient.
- 1.32. A “**Working Day**” means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

2. THIS INSTRUCTION

- 2.1. The Authority is exercising the power conferred to it by Section 110 of the Immigration and Asylum Act 1999 and Section 31 of the Local Government Act 2003 to make awards of grant funding.
- 2.2. This Instruction consists of (12) Clauses, one (1) Schedule, and two (2) Annexes and replaces any funding instructions previously issued by the Authority providing funding to support the Asylum Seeker Dispersal Scheme.

3. SCOPE AND DURATION

- 3.1. In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.
- 3.2. This instruction sets out the terms under which the Home Office will make funding available to local authorities in England, Wales, and Scotland during the financial year 01 April 2023 to 31 March 2024 and to assist with their costs of supporting requests for properties made under Asylum Seeker assumed dispersal.
- 3.3. The Recipient has made commitments to support the Scheme, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Asylum Seeker Dispersal.

- 3.4. Unless specifically stated otherwise, any Funding will be in respect of a Recipient's costs in fulfilment of its statutory duties and anything otherwise agreed with the Authority.
- 3.5. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and Schemes' evaluation purposes must be able to demonstrate that they have fulfilled the eligibility conditions in supporting Asylum Seeker Dispersal.

4. TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING

- 4.1. The Recipient acknowledges that grant funded arrangements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 4.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 4.3. Nothing in this Clause 4 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 4. Further, this Clause 4 shall not apply to information which is required to be disclosed pursuant to any law or pursuant to an order of any court or statutory or regulatory body.
- 4.4. The Recipient and the Authority will comply at all times with its respective obligations under UK Data Protection Legislation.
- 4.5. The Recipient shall ensure that any personal information concerning any Asylum Seeker disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a third party in accordance with the provisions of UK Data Protection Legislation. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:
 - 4.5.1. have in place appropriate policies and procedures to recognise and maintain the Asylum Seeker's need for confidentiality; and
 - 4.5.2. ensure that without the consent of an Asylum Seeker, details of that individual Asylum Seeker are not released to any organisation not party to this Instruction.
- 4.6. The Recipient shall not use any information which they have obtained as a result of delivering the Scheme (including, without limitation, any information relating to any Asylum Seeker) in any way which is inaccurate or misleading.
- 4.7. On receipt of personal data from the Authority, the Recipient will become an independent controller of that data in that the Recipient, in delivering the Schemes, will, at any time determine the purpose and means of the processing of the personal data. In doing so they shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data, will be individually and separately responsible for its own compliance and with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk,

including, as appropriate, the measures referred to in Clause 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Clause 32 of the GDPR.

- 4.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any personal data breach to the Information Commissioner's Office within 72 hours of identifying the initial incident.
- 4.9. In the event of any unauthorised disclosure the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Recipient shall be bound by and will abide by the decision of the Authority.
- 4.10. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such unauthorised disclosure, including (but not confined to) any civil or criminal liability.
- 4.11. The Authority also expects the Recipient to share relevant information on the delivery of the Scheme and on Asylum Seeker Dispersal with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of the Scheme.
- 4.12. All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund the Scheme must be referred to the Authority's press office for their advice and/or action.
- 4.13. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 4.14. The Recipient shall ensure that it has adequate provisions and effective controls in place to manage:
 1. data and prevent Data Incidents,
 2. the processing of data shared between itself and any Delivery Partner; and
 3. compliance with its obligations arising from the Data Protection Legislation.
- 4.15. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.
- 4.16. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 4.17. The provisions of this Clause 4 shall survive the termination of this Instruction, however that occurs.

5. FUNDING

Eligible Expenditure

- 5.1. Funding provided must not be used for any purpose other than achieving delivery of the outcomes detailed in this Instruction, nor is it permissible to move/transfer any such funds elsewhere without prior written consent from the Authority.
- 5.2. Any funding issues resulting from an Asylum Seeker moving from a participating local authority during the term of the Funding are to be resolved between the Recipient and the relevant local authority.
- 5.3. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 5.4. The Funding may not be used to support or promote religious activity. This will not include activity designed to improve inter faith relationships and/or working.

Overpayments

- 5.5. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, in order to avoid overpayments.
- 5.6. In the event that an overpayment is made, howsoever caused, the Authority must be notified as soon as reasonably practicable. In such instances, the Authority may require immediate reimbursement of the overpayment or may adjust subsequent payment(s) accordingly.

Cessation of Funding

- 5.7. The Authority reserves the right to cease making payments through this Instruction if it has reasonable grounds to believe that the Asylum Seeker has sought to deceive the Authority, the relevant Recipient or a partner agency in relation to their circumstances, including their inclusion on the Scheme or their activities whilst so involved.

General

- 5.8. Unauthorised spends that exceed the maximum stated Funding levels will not be reimbursed by the Authority.
- 5.9. The relevant Recipient will be the single point of contact for invoicing and payments.
- 5.10. Any payments made under this Instruction will also cover VAT or other duties paid by the Recipient to the extent that these are not otherwise recoverable by the Recipient.

6. DATA RECONCILIATION AND PAYMENTS

- 6.1. The Recipient will receive payment notifications in the form set out in Annex A, which includes numbers of Asylum Seekers accommodated and the financial support allocated.
- 6.2. The payment notification will set out the number of asylum seekers resident in an area at the time the report was run. The Recipient will have the opportunity to make representations if they believe that the level of Funding allocated is less than that or more than to which they are entitled under the terms of this

Instruction. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Dispersal Grants Team (asylumdispersalgrant3@homeoffice.gov.uk) within Thirty (30) days of the Annex A notification being sent, following reconciliation against the Authority's records.

- 6.3. At the end of the period for which support is paid, final checks will be carried out to ensure that the payments already made accurately reflect the amounts to which the Recipient is entitled.
- 6.4. Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Dispersal Grants Team (asylumdispersalgrant3@homeoffice.gov.uk) via the dispute process (Annex B) within Thirty (30) days of a payment being made.
- 6.5. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper, signed by a senior finance official. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new account or change of BACS payment details is as follows:

Supplier Details

1. Registered name of company
2. Trading name of company
3. Company registration number
4. Vat registration number

Supplier Address Details

1. Registered Address
2. Credit Control/Finance Address

Contact Details

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

Payment Details

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

- 6.6. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information. Such notification must be provided in writing, in PDF format, and in accordance with the requirements of Clause 6.5.
- 6.7. In line with Cabinet Office guidance and with respect to due diligence, site visits will be arranged with all Local Authorities where the recipient has been paid £100,000 or above.

7. MONITORING & EVALUATION

- 7.1. The Recipient should itself manage and administer the quality and level of delivery relating to the support it provides to Asylum Seekers.
- 7.2. The Recipient shall monitor the delivery and success of the Project throughout the Funding period to ensure that the Purpose is being met and that this Instruction is being adhered to.
- 7.3. In all cases, to assist with monitoring and evaluation of the Schemes, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

8. BREACH OF FUNDING CONDITIONS

- 8.1. Where a Recipient fails to comply with **any** of the conditions set out in this Instruction, or if any of the events mentioned in Clause 8.2 occur, then the Authority may reduce, suspend, or withhold payments, or require all or any part of the relevant payments to be repaid by the Recipient. In such circumstances, the Recipient must repay any amount required under this Clause 8.1 within ninety (90) Days of receiving the demand for repayment.
- 8.2. The events referred to in Clause 8.1 are as follows:
 - 8.2.1. The Recipient purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement in advance of the Authority, or
 - 8.2.2. Any information provided in the application for Funding (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material, or
 - 8.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

9. ACTIVITIES – GENERAL

Sub-contracting

- 9.1. When procuring works, goods or services the Recipient must ensure that it complies with its statutory obligations, for example the Public Contracts Regulations 2015 in England, Northern Ireland & Wales. In any event, the Recipient shall demonstrate value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services to support the delivery of the Scheme.
- 9.2. The Recipient must take all reasonable steps to ensure that anyone acting on its behalf shall not bring the Authority or the Scheme into disrepute; for instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Scheme.

Hours of Operation

- 9.3. The Recipient shall note that the Authority performs normal business during the hours of 09.00 to 17.00 on Working Days.

Staff Standards

- 9.4. At all times whilst delivering the Schemes the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government’s “Code of Conduct for Recipients of Government General Grants”² which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 9.5. The Recipient shall:
- 9.5.1. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by appropriately senior staff. All staff must be aware of these policies and of how to raise any concerns.
- 9.6. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
- 9.7. The Recipient shall implement the Schemes in compliance with the provisions of UK Data Protection Legislation.

10. LIABILITY

- 10.1. The Authority accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they are caused by the Authority’s negligence or misconduct.

11. DISPUTE RESOLUTION

- 11.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Instruction, in line with Annex B.
- 11.2. The Parties may settle any dispute using a dispute resolution process which they agree.
- 11.3. If the Parties are unable to resolve a dispute in line with the requirements of Clauses 11.1 or 11.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution (“CEDR”), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Party shall give notice in writing (the ADR Notice) to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start no later than ten (10) Working Days after the date of the ADR Notice.
- 11.4. The performance of the obligations which the Recipient has under this Instruction will not cease or be delayed because a dispute has been referred to mediation under Clause 11.3 of this Instruction.

² <https://www.gov.uk/government/publications/supplier-code-of-conduct>

12. CONTACT DETAILS

For queries relating to this Instruction or the submission of payment applications, please email the relevant Dispersal Grants Team at: Asylumdispersalgrant3@homeoffice.gov.uk.

SCHEDULE 1

1. PAYMENTS SCHEDULE

Introduction

A payment will be made to facilitate Local Authorities to support requests for properties made under Asylum Seeker Dispersal. The payment is to address concerns raised by Local Authorities in relation to pressure on local services associated with supporting Asylum Seekers.

This Asylum Dispersal Scheme will support Local Authorities through grant payments of £750 per asylum seeker in Home Office Supported Asylum Seeker accommodation as of 1st April 2023.

Payment Profile

Under this funding instruction the Authority will only make one Payment to the Recipient based on the eligibility criteria on 1st April 2023. No further funding will be paid by the Authority to a Recipient under this funding instruction. The Authority may opt to make further payments under further funding instructions but does not commit to do so within this instruction.

Payment: Ongoing Participation and Contribution

The Payment will be based on eligibility criteria on 1st April 2023. Eligibility will be based on number of occupied beds in Home Office Supported Asylum Seeker accommodation under the following categories, within the geographical bounds of the local authority:

- Dispersal Accommodation (DA)
- Overflow Dispersal Accommodation (ODA)
- Initial Accommodation (IA)
- Contingency Accommodation – Hotels
- Contingency Accommodation - Other

We will notify local authorities of their eligibility for the payment in June 2023. The payment will be made by 30th June 2023.

Payment will only be made for occupied beds in Home Office Supported Asylum Seeker accommodation within the geographical bounds of the local authority on 1st April 2023. If the Asylum Seeker is not a resident on that date or if Home Office Supported Asylum Seeker accommodation exists within an authority but is not occupied, then payment will not be made.

As per Clause 6.1, the Recipient will receive payment notifications in the form set out in Annex A, which includes the number of asylum seekers accommodated and the financial support allocated.

If a local authority has not received payment notification by 30th June 2023, they should email the Dispersal Grants Team at: Asylumdispersalgrant3@homeoffice.gov.uk

Payment details and timings are set out in Clauses 6.1 to 6.7.

ANNEX A – PAYMENT ALLOCATION

Annex A – Local Authority payment notification.

Annex A will be shared as a separate attachment.

ANNEX B – DISPUTED CLAIMS RESOLUTION

In this schedule, the following expressions shall have the meanings set out below:

Standard Dispute Timetable: the standard timetable for the resolution of Disputes set out below: All disputes need to be submitted no later than Thirty (30) days after payment.

Introduction

- 1.1 The Dispute Resolution Procedure shall start with the service of a Notice of Dispute.
- 1.2 The Notice of Dispute shall:
 - 1.2.1 set out the particulars of the Dispute in the form provided;
 - 1.2.2 elect the Dispute should be dealt with under the Dispute Timetable
- 1.3 Unless agreed otherwise in writing, the Grant Recipient shall continue to comply with their obligations under the Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.
- 1.4 The time periods set out in the Dispute Resolution Timetable shall apply to all Disputes unless the Parties agree in writing that an alternative timetable should apply in respect of a specific Dispute.
- 1.5 If at any point it becomes clear that an applicable deadline set out in the Dispute Resolution Timetable cannot be met or has passed, the Parties may agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying start of the subsequent stages set out in the Dispute Resolution Timetable by the period agreed in the extension.
- 1.6 The Parties shall use all reasonable endeavours to settle any Dispute between them in good faith and in accordance with the procedures set out in this Schedule.
- 1.7 In the first instance, the Authority and the Grant Recipient will use their respective reasonable endeavours to resolve all Disputes as soon as possible, at the levels and within the timescales below:

Owner	Expedited/Asylum figures Dispute Timetable
Project Manager; then	Within Twenty (20) Working Days
Programme Manager	Within Twenty (20) Working Days
Senior Responsible Officer	Within Ten (10) Working Days

To submit a dispute, please fill in Part 1 with the original Home Office Figures and Part 2 with the Local Authority figures and return the form with a covering email and supporting evidence to:

asylumdispersalgrant3@homeoffice.gov.uk

	Dispute Annex B		
Part 1:	Home Office Figures		
	Grant Recipient:	Grant Funded Workstream: Asylum Seeker Dispersal	
	Period 2023-2024	Total number of resident asylum seekers on the 1 April 2023 with the LA	Grant (£)
	Total Funding Received	-	£

	Dispute Annex B		Please indicate if it's an over payment or under payment.
Part 2:	Local Authority Figures		
	Grant Recipient:	Grant Funded Workstream: Asylum Seeker Dispersal	Delete as appropriate: Underpayment* Overpayment
	Period 2023-2024	Total number of resident asylum seekers on the 1 April 2023 with the LA	Grant (£)
	Total Funding Received	-	£
*If your dispute regards an underpayment, please provide the postcode.			

Please note, the numbers of supported asylum seekers residing in each Local Authority will vary on a daily basis. The Grant is based on data recorded at a specific point in time and for that reason queries relating to variances of fewer than 5 people will not be considered.



Home Office

Funding Instruction for local authorities in the support of the United Kingdom's Resettlement Schemes

Financial Year 2021-2022

Resettlement Operations

Lunar House

Croydon

CR9 2BY

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Any enquiries regarding this publication should be sent to us at:

ResettlementLAPaymentsTeam@homeoffice.gov.uk

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TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

- 1.1. An “**Adult**” for the purpose of the English language provision means a Refugee who is 19-years of age or older, or who turns 19 within the first twelve (12) Months of arrival in the UK.
- 1.2. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.3. The “**Authority**” means the Secretary of State for the Home Department acting through the Resettlement Operations on behalf of the Crown.
- 1.4. A “**Community Sponsor**” (or “**Sponsor**”) means a group or organisation which:
 - 1.4.1. exists and works for the benefit of the community rather than private shareholders, and
 - 1.4.2. is registered as either a charity (or from 2013 as a charitable incorporated organisation), or a community interest company, or is an individual or body falling within Section 10(2)(a) of the Charities Act 2011, and
 - 1.4.3. has been approved by the Authority to support Refugees brought to the UK through the Schemes, and
 - 1.4.4. can claim Funding to support English Language Provision for Adult Refugees as at Schedule 1 Part 6 and Void Costs at Annex E.
- 1.5. A “**Clause**” means the clauses in this Funding Instruction.
- 1.6. The “**Community Sponsorship Scheme**” means the programme developed by the Authority to enable a Community Sponsor to support Refugees for a period of twenty-four (24) Months following their arrival in the UK under The Schemes.
- 1.7. “**Critical Success Factors**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.8. “**Data Protection Legislation**” means (i) the General Data Protection Regulations (“UKGDPR”) including the Law Enforcement Directive and any applicable implementing Laws as amended from time to time, (ii) the Data Protection Act 2018 (“DPA 2018”) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy.
- 1.9. The “**Data Sharing Protocol**” (or the “**DSP**”) means the set of principles detailed in Annex C which govern the processes and practicalities of information sharing between the Authority and the Recipient, and which the Recipient agrees to abide by and comply with.
- 1.10. “**Day**” means any calendar day Monday through Sunday (inclusive).

- 1.11. **“Delivery Partner”** means any Third-Party whether an organisation or an individual working with the Recipient, whether remunerated or not, in the delivery of this Funding Instruction for the provision of the Purpose.
- 1.12. **“Eligible Expenditure”** means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient during the funding period 01 April 2021 to 31 March 2022 and which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.13. **“ESOL”**¹ means a formal ‘English for Speakers of Other Languages’, or other equivalent formal language skill support.
- 1.14. **“ESOL Regional Coordinator”** means a person employed to co-ordinate delivery of Language Training for eligible migrants brought into their SMP Region through the Schemes.
- 1.15. **“Exceptional Costs”** means additional expenses incurred by a Recipient in supporting a Refugee for which the Authority has a budget and may, on a case-by-case basis, agree to reimburse.
- 1.16. A **“File Share Area”** (or the **“FSA”**) means the designated area within MOVEit from where a Recipient can access files that the Authority has made available to share.
- 1.17. **“Formal Language Training”**² Formal Language Training” means the provision of ESOL that, where possible, should lead to Refugees attaining accredited qualifications from a provider regulated by an appropriate national body (i.e. OFQAL, SQA or Qualifications Wales). This also includes courses which do not themselves lead to an accredited qualification, but which help Refugees to later access a course which does lead to an accredited qualification. For instance, non-regulated provision offered by providers at pre-entry level, for which there are no accredited qualifications. All formal language training must meet the following key characteristics:
- 1.17.1. Their delivery is led by qualified tutors, and
- 1.17.2. They are appropriate to individual Refugee’s abilities as identified following a diagnostic assessment led by a qualified ESOL tutor, and
- 1.17.3. They follow agreed curricula³.
- 1.18. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.19. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Refugees for up to sixty (60) Months following their arrival in the UK and in accordance with the terms and outcomes of this Instruction.

¹ Please also refer to the Guidance on Commissioning ESOL for further information

² Please also refer to the Guidance on Commissioning ESOL for further information

³ Please also refer to [the Excellence Gateway](#) for further information on the ESOL national curriculum and Skills for Life Curriculum

- 1.20. **“Informal Language Training”**⁴ means language training provision that does not have any or all of the characteristics described in 1.17 for example, it can take place in any location, may or may not have a pre-set curriculum and will usually be provided in a structured or semi-structured way, delivered by a range of people including volunteers. It can include confidence building, active citizenship and a whole host of leisure or community activities.
- 1.21. **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) in force, and any applicable implementing Laws as amended from time to time.
- 1.22. **“In Writing”** means modes of representing or reproducing words in visible form including but not limited to paper correspondence, email, display on screen and electronic transmission.
- 1.23. **“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.
- 1.24. The **“Local Administrator”** means a senior member of the Recipient’s staff who will act as the single point of contact for authorising access to the Recipient’s designated FSA within MOVEit.
- 1.25. A **“Month”** means a calendar month.
- 1.26. **“MOVEit”** means the Authority’s online two-way file-sharing service that allows the sharing of Official and Official-Sensitive (IL2) data with other government departments, non-departmental public bodies and external organisations, in a completely secure environment. Files including PDFs, all types of Office documents, images and WinZip of up to 2GB in size may be shared.
- 1.27. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.28. **“Personal Data”** has the meaning given to it in UK Data Protection Legislation.
- 1.29. A **“Recipient”** means a participating local or regional authority to which the Authority has agreed to provide Funding under this Instruction as a contribution towards eligible expenditure incurred supporting Refugees.
- 1.30. **“Refugee”** means an eligible person who, regardless of their nationality, has
- 1.30.1. A been accepted as being in need of resettlement by the Authority following referral by the UN High Commissioner for Refugees (UNHCR),and
- 1.30.2. arrived in the UK having been admitted to the Schemes,
- 1.30.3. and has been resettled in England, Scotland or Wales.
- 1.31. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.32. **“The Schemes”** means any one of the UK government’s humanitarian relief programmes supporting Refugees where it has been determined that resettlement is in their best interests.

⁴ Please also refer to the Guidance on Commissioning ESOL for further information

- 1.33. **“Staff”** means any person employed or engaged by the Recipient and acting in connection with the operation of this Instruction including the Recipient’s owners, directors, members, trustees, employees, agents, suppliers, volunteers and Delivery Partners (and their respective employees, agents, suppliers and Delivery Partners) used in the delivery of the funded outcomes.
- 1.34. **“SMP”** means Strategic Migration Partner.
- 1.35. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.36. A **“Working Day”** means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

2. THIS INSTRUCTION

- 2.1. This Instruction consists of thirteen (13) Articles, one (1) Schedule, and seven (7) Annexes and replaces any funding instructions previously issued by the Authority providing financial contributions towards Recipients’ costs incurred supporting Refugees.
- 2.2. This Instruction provides Funding enabling a Recipient to support Refugees:
- 2.2.1. during the first twelve (12) Months following arrival in the UK, including Educational costs (YEAR 1) – Schedule 1, Part 1,
 - 2.2.2. during the subsequent forty-eight (48) Months (YEARS 2 – 5) – Schedule 1, Part 2,
 - 2.2.3. on the Community Sponsorship Scheme – Schedule 1, Part 3,
 - 2.2.4. improve their English language skills in order to assist with integration and improve employability – Schedule 1, Part 4, and
 - 2.2.5. with childcare needs to attend Formal Language Training – Schedule 1, Part 5.

3. SCOPE

- 3.1. Claims can be made under this instruction for refugees who have arrived in the UK under one of the following humanitarian resettlement schemes:
- 3.1.1. The UK Resettlement Scheme (UKRS) which started in March 2021. Its’ purpose is to resettle vulnerable refugees in need of protection from a range of regions of conflict and instability across the globe. Numbers resettled under it will be based on local authority capacity, and recovery from the COVID-19 pandemic. Unaccompanied children resettled under UKRS will (unless in exceptional circumstances) be treated in the same way as Unaccompanied Asylum-Seeking Children (UASC) for funding purposes, and local authorities who accept unaccompanied children under the Scheme will be reimbursed in accordance with the relevant year’s UASC Funding Instruction not this Instruction.

- 3.1.2. The Syrian Vulnerable Persons Resettlement Scheme (VPRS) which was launched in January 2014 and closed to new arrivals on 25 February 2021. VPRS provided sanctuary to those fleeing the Syrian conflict to neighbouring countries specifically Jordan, Iraq, Lebanon, Turkey and Egypt.
- 3.1.3. The Vulnerable Children's Resettlement Scheme (VCRS) which was launched in April 2016 and closed to new arrivals on 25 February 2021. VCRS was specifically designed to resettle vulnerable refugee children and their families from the Middle East and North Africa (MENA) region.
- 3.2. To further support these commitments, the Community Sponsorship Scheme has been developed enabling Sponsors to provide comprehensive wrap-around support to Refugees for a period of two (2) years, instead of the Recipient.
- 3.3. The Schemes' primary purpose is to resettle Refugees in a way that:
 - 3.3.1. Secures national security and public protection, and
 - 3.3.2. Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
 - 3.3.3. Delivers value for money for the UK tax payer.
- 3.4. The Schemes are run in partnership with the United Nations High Commission for Refugees (the 'UNHCR'). They demonstrate the UK's support for the UNHCR's global effort to relieve the humanitarian crisis through the provision of resettlement opportunities for vulnerable people into communities within the UK who:
 - 3.4.1. have registered with the UNHCR; and
 - 3.4.2. the UNHCR consider meet one of their resettlement submission categories⁵.
- 3.5. The Authority is responsible for identifying Refugees eligible for resettlement to the UK in liaison with the UNHCR.
- 3.6. The Recipient has made commitments to support the Schemes, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Refugees for up to five (5) years after first arrival in the UK as further described in this Instruction.
- 3.7. Unless specifically stated otherwise, any Funding will be in respect of a Recipient's costs in fulfilment of its statutory duties and anything otherwise agreed with the Authority.
- 3.8. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and Schemes' evaluation purposes must be able to demonstrate that the Funding has been committed in supporting Refugees and furthering the aims of the Schemes.

⁵ See Annex B

4. DURATION

- 4.1. This Instruction sets out the terms under which the Authority will make Funding available to the Recipient, in respect of expenditure incurred supporting Refugees brought to the UK under the Scheme during the period 1 April 2021 to 31 March 2022.
- 4.2. In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.

5. TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING

- 5.1. The Recipient acknowledges that grant funded arrangements issued by government departments may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 5.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 5.3. Nothing in this Article 5 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Article 5. Further, this Article 5 shall not apply to information which is required to be disclosed pursuant to any law or pursuant to an order of any court or statutory or regulatory body.
- 5.4. The Recipient and the Authority will comply at all times with its respective obligations under UK Data Protection Legislation.
- 5.5. The Recipient shall ensure that any personal information concerning any Refugee disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a third party in accordance with the provisions of UK Data Protection Legislation. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:
 - 5.5.1. have in place appropriate policies and procedures to recognise and maintain the Refugee's need for confidentiality; and
 - 5.5.2. ensure that without the consent of a Refugee, details of that individual Refugee are not released to any organisation not party to this Instruction.
- 5.6. The Recipient shall not use any information which they have obtained as a result of delivering the Schemes (including, without limitation, any information relating to any Refugee) in any way which is inaccurate or misleading.
- 5.7. On receipt of personal data from the Authority, the Recipient will become an independent controller of that data in that the Recipient, in delivering the Schemes, will, at any time determine the purpose and means of the processing of the personal data. In doing so they shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data, will be individually and separately responsible for its own

compliance and with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

- 5.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any personal data breach to the Information Commissioner's Office within 72 hours of identifying the initial incident.
- 5.9. In the event of any unauthorised disclosure the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Recipient shall be bound by and will abide by the decision of the Authority.
- 5.10. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such unauthorised disclosure, including (but not confined to) any civil or criminal liability.
- 5.11. Prior to departure for the UK, Refugees will have signed a consent form confirming their willingness to share personal data with executive bodies and relevant delivery partners. The Authority will retain these forms and will allow inspection by the Recipient as requested.
- 5.12. The Authority also expects the Recipient to share relevant information on the delivery of the Schemes and on Refugees with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of the Schemes which flows down the terms of the Data Sharing Protocol
- 5.13. The UNHCR Resettlement Registration Form (RRF) or any other related document created by the UNHCR about a refugee must be shared only with delivery partners on a strict need to know basis.
- 5.14. The RRF and related documents must not be shared with the refugee concerned, nor with any other party outside of appropriate delivery partners, without the specific agreement of UNHCR London office.
- 5.15. All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund the Schemes must be referred to the Authority's press office for their advice and/or action.
- 5.16. Where applicable, the Recipient and the Authority are required to comply with the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 5.17. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.
- 5.18. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.

- 5.19. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in Annex C.
- 5.20. The provisions of this Article 5 shall survive the termination of this Instruction, however that occurs.

6. FUNDING

Eligible Expenditure

- 6.1. Monies provided must not be used for any purpose other than achieving delivery of the Schemes outcomes detailed in this Instruction, nor is it permissible to vire any such funds elsewhere without prior written consent from the Authority.
- 6.2. Any funding issues resulting from a Refugee moving permanently from a participating local authority during the maximum sixty (60) Month term of the Funding are to be resolved between the Recipient and the relevant local authority.
- 6.3. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 6.4. The Funding may not be used to support or promote religious activity. This will not include activity designed to improve inter faith relationships and/or working.

Overpayments

- 6.5. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, in order to avoid Overpayments.
- 6.6. In the event that an Overpayment is made, howsoever caused, the Authority must be notified as soon as reasonably practicable. In such instances, the Authority may require immediate reimbursement of the Overpayment or may adjust subsequent payment(s) accordingly.

Cessation of Funding

- 6.7. The Authority's responsibility for providing Funding under this Instruction will cease no later than the sixty (60) Month anniversary of the Refugee's arrival in the UK under the Schemes and Funding is not claimable for any support provided beyond this anniversary.
- 6.8. Payments may also cease where the Refugee:
 - 6.8.1. dies,
 - 6.8.2. leaves the Recipient's area to live in another UK local authority area,
 - 6.8.3. indicates that they no longer wish to receive support under the Schemes,
 - 6.8.4. indicates that they are leaving the UK permanently,
 - 6.8.5. applies for some other Immigration status within the UK as advised by the Authority⁶, or

⁶ Excepting instances where a Refugee requests a change in immigration status in accordance with the 1 July 2017 [policy announcement](#).

6.8.6. otherwise leaves or becomes ineligible for the Schemes.

- 6.9. In the event of any such occurrence under Clause 6.8, the Recipient must notify the Authority without delay.
- 6.10. For the purposes of Clause 6.7, the sixty (60) Month period will commence on the date of the Refugee's first arrival in the UK under the Schemes and will continue unbroken until the end of that sixty (60) Month period.
- 6.11. The Authority reserves the right to cease making payments through this Instruction if it has reasonable grounds to believe that the Refugee has sought to deceive the Authority, the relevant Recipient or a partner agency in relation to their circumstances, including their inclusion on the Schemes or their activities whilst so involved.

Exceptional Costs

- 6.12. Payments may also be made in order to cover additional essential costs incurred by the Recipient above and beyond what could reasonably be regarded as normal expenditure and not available through other mainstream funding mechanisms. Funding from the Exceptional Costs budget may be used, amongst other things, to pay for:
- Property Adaptations (see Annex D)
 - Property Void Costs (see Annex E)
 - Support for children with identified educational needs
 - Social Care provision
 - Universal Credit nominal top-up (see Schedule 1, Clause 1.6)
- 6.13. Before incurring Exceptional Costs, a Recipient shall seek agreement in writing from the Authority's Resettlement Local Authority Payments Team or risk having the claim rejected. The Authority will use its reasonable judgement when assessing mitigations for claims where this has not been possible. **See Annex F.**
- 6.14. All applications will be assessed, and payments made, on a case-by-case basis:
- 6.14.1. There is no minimum or maximum amount that can be claimed.
- 6.14.2. Exceptional Costs cannot be claimed for support provided to a Refugee that would normally be funded through the per capita health or education funding or through welfare payments.
- 6.14.3. Recipients must submit evidence of Exceptional Cost expenditure incurred (e.g. copy invoices) along with an Exceptional Costs claim form, before claims will be considered for payment.
- 6.15. The Authority will periodically review the operation of the Exceptional Costs process and budget.

General

- 6.16. Unauthorised spends that exceed the maximum stated Funding levels will not be reimbursed by the Authority.
- 6.17. In all instances, Funding received is to be pooled and managed across all the Refugees supported by the relevant Recipient.
- 6.18. The relevant Recipient will be the single point of contact for invoicing and payments.

- 6.19. Any payments made under this Instruction will also cover VAT or other duties paid by the Recipient to the extent that these are not otherwise recoverable by the Recipient.
- 6.20. Nothing in this Instruction shall be construed as providing or permitting the total relevant benefits to exceed the statutory limit (the 'benefit cap') prevailing at the time of payment.

7. DATA RECONCILIATION AND PAYMENTS

- 7.1. The Recipient shall complete applications for payment in the form set out in Annex A, which includes details of each Refugee and the financial support applied for.
- 7.2. Specific instructions for the completion of Annex A are included in the LA funding Excel workbook, which will be supplied by the Authority. The Annex A should only be submitted via the Authority's secure data transfer portal, "MoveIT DMZ", to ensure compliance with Data Protection Legislation.
- 7.3. Payments will be made within thirty (30) Days of receipt of a correctly-completed claim.
- 7.4. The Annex A submitted for payment should be received by the Authority no later than three (3) Months after the close of the period to which the application relates; late returns may result in payment being delayed. The Recipient will have the opportunity to make representations if they believe that the level of Funding received is less than that to which they are entitled under the terms of this Instruction. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Resettlement Local Authority Payments Team within one (1) Month of the Annex A response being sent, following reconciliation against the Authority's records.
- 7.5. At the end of the period for which support is paid, final checks will be carried out to ensure that the payments already made accurately reflect the amounts to which the Recipient is entitled. Payments made as a result of applications are to be regarded as payments on account, which will be finalised when the final claim is confirmed by the Authority. The Recipient should note that the format of the claim spreadsheets **must not** be altered.
- 7.6. Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Resettlement Local Authority Payments Team within one (1) Month of a payment being made. Retrospective payments by the Authority for individuals not promptly included in the Annex A claim may be agreed only where exceptional circumstances can be shown.
- 7.7. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper, signed by a senior finance official. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new account or change of BACS payment details is as follows:

Supplier Details

1. Registered name of company
2. Trading name of company
3. Company registration number
4. Vat registration number

Supplier Address Details

1. Registered Address
2. Credit Control/Finance Address

Contact Details

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

Payment Details

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

7.8. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information. Such notification must be provided in writing, in PDF format, and in accordance with the requirements of Clause 7.7.

7.9. The Recipient must record expenditure in their accounting records under generally-accepted accounting standards in a way that the relevant costs can be simply extracted if required. Throughout the year, the Authority's Funding team will work with the Recipient to ensure the accuracy of claims, thereby reducing the need for audits at year-end.

8. MONITORING & EVALUATION

8.1. The Recipient should itself manage and administer the quality and level of delivery relating to the support it provides to Refugees.

8.2. The Authority will require the Recipient to provide information and documentation regarding Refugees for monitoring and evaluation purposes.

8.3. This will include the provision of individual level information on Refugees for the evaluation of the Schemes. The evidence form should only be submitted via the Authority's secure data transfer portal, "MoveIT DMZ", to ensure compliance with UK Data Protection Legislation.

8.4. The Recipient shall provide information requested to monitor the outcomes from the additional ESOL funding, as set out in a template reporting form which will be provided by the Authority. At a minimum, the Recipient should ensure it provides reports detailing progress against the Critical Success Factors outlined in Schedule 1. Visits may be made from time to time by the Authority or its appointed representatives, including the National Audit Office. Whilst there is no requirement for submission of detailed costings, the Recipient must be able to provide the costs for individual cases and will, if required, be expected to justify, explain and evidence costs.

- 8.5. In all cases, to assist with monitoring and evaluation of the Schemes, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

9. BREACH OF FUNDING CONDITIONS

- 9.1. Where a Recipient fails to comply with **any** of the conditions set out in this Instruction, or if any of the events mentioned in Clause 9.2 occur, then the Authority may reduce, suspend, or withhold payments, or require all or any part of the relevant payments to be repaid by the Recipient. In such circumstances, the Recipient must repay any amount required under this Clause 9.1 within thirty (30) Days of receiving the demand for repayment.
- 9.2. The events referred to in Clause 9.1 are as follows:
- 9.2.1. The Recipient purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement in advance of the Authority, or
- 9.2.2. Any information provided in the application for Funding (or in a claim for payment or Exceptional Costs) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material, or
- 9.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

10. ACTIVITIES – GENERAL

Sub-contracting

- 10.1. When procuring works, goods or services the Recipient must ensure that it complies with its statutory obligations, for example the Public Contracts Regulations 2015 in England, Northern Ireland & Wales. In any event, the Recipient shall demonstrate value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services to support the delivery of the Schemes.
- 10.2. Where the Recipient enters into a contract (or other form of agreement) with any third party for the provision of any part of the Schemes, the Recipient shall ensure that a term is included in the contract or agreement requiring the Recipient to pay all sums due within a specified period: this shall be as defined by the terms of that contract or agreement, but shall not exceed thirty (30) Days from the date of receipt of a validated invoice.
- 10.3. The Recipient must take all reasonable steps to ensure that anyone acting on its behalf shall not bring the Authority or the Schemes into disrepute; for instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Schemes.

Hours of Operation

- 10.4. The Recipient shall note that the Authority performs normal business during the hours of 09.00 to 17.00 on Working Days.
- 10.5. The Scheme shall be provided at a minimum on each Working Day. The Authority recognises that in the interests of efficiency the exact availability and timings of the various service elements will vary. It is envisaged that some out of hour's provision will be required from the Recipient.

- 10.6. All premises used to deliver the Schemes elements should meet all regulatory requirements and be suitable for the purpose.

Complaints

- 10.7. The Recipient and/or its delivery partners shall develop, maintain and implement procedures enabling:
- 10.7.1. Refugees to complain about the support and assistance provided by the Recipient,
- 10.7.2. Reporting and management of ‘cases of interest’⁷. The Authority must be advised of such incidents as soon as reasonably possible, but in any event by the end of the next Working Day.

Staff Standards

- 10.8. At all times whilst delivering the Schemes the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government’s “Supplier Code of Conduct”⁸ which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 10.9. The Recipient shall:
- 10.9.1. ensure that the recruitment, selection and training of Staff, are consistent with the standards required for the performance of the outcomes,
- 10.9.2. fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,
- 10.9.3. ensure that Staff levels are appropriate at all times for the purposes of the delivering the Schemes and ensure the security and well-being of all Refugees, dependent children and its Staff,
- 10.9.4. take all reasonable steps to ensure that they and anyone acting on their behalf shall possess all the necessary qualifications, licences, permits, skills and experiences to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient), and
- 10.9.5. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by appropriately senior staff. All staff must be aware of these policies and of how to raise any concerns.
- 10.9.6. that all applicants for employment in connection with the Schemes are obligated to declare on their application forms any previous criminal convictions subject always to the provisions of the Rehabilitation of Offenders Act 1974.
- 10.10. In addition, the Recipient shall ensure that all Staff:
- 10.10.1. employed or engaged have the right to work in the United Kingdom under applicable immigration law, and

⁷ The Authority will provide guidance on ‘cases of interest’ upon request

⁸ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- 10.10.2. are suitable and of good character to provide support to Refugees. Consideration must be given to eligibility for Disclosure and Barring Service (DBS2) checks. Where such checks reveal prior criminal convictions that might reasonably be regarded as relevant to the appropriateness of the individual to have unsupervised access, particularly to children under the age of 18, or where such checks are not possible because of identification issues, the Recipient shall follow its internal policy and carry out an appropriate risk assessment before an offer of employment is made, and
- 10.10.3. who are likely to have unsupervised access to children under the age of 18 have been instructed in accordance with the relevant national child protection guidelines e.g. for people working in England, DfE's Working Together to Safeguard Children, 2015, and Local Authority's guidance and procedures, and
- 10.10.4. providing immigration advice should be known to the Office of the Immigration Services Commissioner (OISC) in accordance with the regulatory scheme specified under Part 5 of the Immigration & Asylum Act 1999. The Recipient shall use all reasonable endeavours to ensure that Staff do not provide immigration advice or immigration services unless they are "qualified" or "exempt" as determined and certified by OISC.
- 10.11. The Recipient shall, on request, provide the Authority with details of all Staff delivering the Schemes.
- 10.12. The Recipient shall, on request, provide the Authority with CVs and/or job descriptions for all Staff selected to work on the project.
- 10.13. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
- 10.14. The Recipient shall implement the Schemes in compliance with the provisions of UK Data Protection Legislation.

11. LIABILITY

- 11.1. The Authority accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they are caused by the Authority's negligence or misconduct.

12. DISPUTE RESOLUTION

- 12.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Instruction.
- 12.2. The Parties may settle any dispute using a dispute resolution process which they agree.
- 12.3. If the Parties are unable to resolve a dispute in line with the requirements of Clauses 12.1 or 12.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution ("CEDR"), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Party shall give notice in writing (the ADR Notice) to the other Party, and that latter Party will choose whether or not to accede to mediation.

A copy of the ADR Notice should be sent to CEDR. The mediation will start no later than ten (10) Working Days after the date of the ADR Notice.

- 12.4. The performance of the obligations which the Recipient has under this Instruction will not cease or be delayed because a dispute has been referred to mediation under Clause 12.3 of this Instruction.

13. CONTACT DETAILS

For queries relating to this Instruction or the submission of payment applications, please email the relevant Resettlement Local Authority Payments team at:

ResettlementLAPaymentsTeam@homeoffice.gov.uk.

SCHEDULE 1

POST-ARRIVAL RESETTLEMENT SUPPORT

1. PART 1 – YEAR 1 STATEMENT OF OUTCOMES

Provision of accommodation:

- 1.1 The Recipient will arrange accommodation for arriving Refugees which:
 - 1.1.1 meets local authority standards, and
 - 1.1.2 will be available on their arrival, and
 - 1.1.3 is affordable and sustainable.
- 1.2 The Recipient will ensure that the accommodation is furnished appropriately. The Funding should not be used to procure luxury items: This means that Funding received should be used for food storage, cooking and washing facilities but should not include the provision of other white goods or brown goods, i.e. TVs, DVD players or any other electrical entertainment appliances. This shall not preclude the Recipient from providing Refugees with additional luxury, white or brown goods through other sources of funding.
- 1.3 The Recipient shall ensure that the Refugees are registered with utility companies and ensure that arrangements for payments are put in place (no pre-pay coin or card meter accounts)⁹.
- 1.4 The Recipient will provide briefings on the accommodation and health and safety issues for all new arrivals including the provision of an emergency contact point.

Initial Reception Arrangements

- 1.5 The Recipient will meet and greet arriving Refugees from the relevant airport and escort them to their accommodation, briefing them on how to use the amenities.
- 1.6 The Recipient will ensure that Refugees are provided with a welcome pack of groceries on their arrival – the content of this pack should take into account the culture and nationality of the Refugee(s). The Recipient will provide an initial cash allowance for each Refugee of £200 – this is to ensure they have sufficient funds to live on while their claim for benefits is being processed. Where a Refugee is resettled in an area in which Universal Credit has been implemented, the Recipient may provide an additional one-off payment of up to £100 for each Refugee, if required. This should be claimed as an Exceptional Cost on the initial Annex A claim.

⁹ It is the Authority's preference that pre-pay coin or card meter accounts should not be used as these are generally more costly for the Refugee. Recipients seeking exceptions should liaise through the Authority's relevant Local Authority Contact Team.

Casework Support

- 1.7 The Recipient should ensure that Refugees are provided with a dedicated source of advice and support to assist with registering for mainstream benefits and services, and signposting to other advice and information giving agencies – this support includes:
- 1.7.1 Assisting with the distribution of Biometric Residence Permits following arrival,
 - 1.7.2 Registering with local schools, or if Adults, English language and literacy classes (see paragraphs 1.21-1.28),
 - 1.7.3 Attending local Job Centre Plus appointments for benefit Assessments,
 - 1.7.4 Registering with a local GP, and other healthcare providers in line with identified medical needs,
 - 1.7.5 Advice around and referral to appropriate mental health services and to specialist services for victims of torture as appropriate,
 - 1.7.6 Providing assistance with access to employment.
- 1.8 The Recipient shall develop an overarching (or framework) support plan and bespoke support plans for each family or individual for the first twelve (12) Month period of their support to facilitate their orientation into their new home/area.
- 1.9 Throughout the period of resettlement support the Recipient shall ensure interpreting services are available. Any additional interpreting costs incurred, for example attendance at Job Centre Plus or Healthcare appointments, may be claimed as an Exceptional Cost, subject to the prior approval of the Authority.
- 1.10 The above outcomes will be provided through a combination of office-based appointments, drop in sessions, outreach surgeries and home visits (virtual or in person).
- 1.11 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of the Schemes' delivery.

Requirements for Refugees with special needs/assessed community care needs:

- 1.12 In order to facilitate a Recipient's need to make additional arrangements, such as property adaptations (see also Annex E), for each Refugee identified as potentially having special needs/community care needs the Authority will ensure, as far as possible, that these needs are clearly identified and communicated to the Recipient a minimum of forty-two (42) Days prior to the arrival in the UK of the each Refugee.
- 1.13 Where special needs/community care needs are identified only after arrival in the UK, the Recipient will use its best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.
- 1.14 Where sensitive issues (including safeguarding issues or incidents of domestic abuse, violence or criminality) are identified pre-arrival by the Authority, the Authority will notify the Recipient immediately, and not longer than one (1) Day, after its receipt of the information.

Provision of Education for U18s:

- 1.15 The Recipient has a statutory duty for ensuring educational places are available for of children of school age.
- 1.16 To support the Recipient in achieving this obligation, the Authority will pay Funding in respect of Refugees aged between 3 and 18 years (including those brought in under the Community Sponsorship Scheme) to meet the:
- 1.16.1 provision of education in state-funded establishments; and
 - 1.16.2 Recipient's statutory obligations regarding the assessment of Special Educational Needs & Disabilities (SEND), in respect of which the costs of the assessment will also be met on a case-by-case basis.
- 1.17 The Recipient shall be responsible for ensuring that the appropriate level of funding is paid to places of education (incl. schools, academies, free schools and Further Education colleges, as appropriate) who accept Refugees from the relevant age groups.
- 1.18 Further additional payments may also be made in order to cover necessary Exceptional Costs of social care, where compelling circumstances exist. These will be assessed and made on a case-by-case basis.

English Language Provision for Adult Refugees

- 1.19 The purpose of language training is: to ensure that each Adult Refugee is able to progress towards the level of proficiency needed to function in their everyday life; to promote integration; and to support refugees to progress towards self-sufficiency, including accessing services or joining the workforce if they are seeking employment.
- 1.20 The Recipient shall undertake an assessment of each Adult Refugee's English language capability to determine their training needs; this assessment should take place at the earliest opportunity. The Adult Refugee should be made aware of their assessment level. The assessment should determine whether Formal Language Training is appropriate, and where Informal Language Training should be used to complement, or as a foundation for, Formal Language Training. As a minimum, Adult Refugees should be able to access conversational practice to consolidate/complement their Formal Language Training.
- 1.21 If Formal Language Training is deemed appropriate according to their assessment, the Adult Refugee should be able to access a minimum of eight (8) hours per week within one (1) Month of arrival. This should be provided to Adult Refugees until they have reached Entry Level 3 or for at least twelve (12) months after their arrival in the UK, (whichever is the sooner).
- 1.22 Different Adult Refugees will face different barriers to participating in Formal Language Training depending on their unique circumstances. There is, therefore, not a singular uniform activity that this Funding should be used for. Instead, the Recipient's use should be informed by the nature of existing local provision and by each Adult Refugee's specific circumstances and requirements. Possible activities include but should not be considered limited to:
- 1.22.1 Funding payments for mainstream Formal Language Training.

1.22.2 Commissioning discrete Formal Language Training classes for Adult Refugees or funding advanced levels of ESOL for those that have a higher level of English language proficiency.

1.22.3 Supporting the delivery of the minimum eight (8) hours provision per week (Part 1, paragraph 1.21 of this Schedule 1).

1.22.4 Language training supporting access to employment, further education or higher education.

1.22.5 Commissioning classes at the level which faces the greatest pressure in the area with the agreement that some of the Adult Refugees attend – along with other students – and with the agreement that the additional capacity created allows Adult Refugees at other levels to attend mainstream classes.

1.22.6 Funding evening and weekend classes.

1.22.7 Funding online resources to complement face to face ESOL provision.

- 1.23 The Funding is prioritised for participation in ESOL provision. However, if there is a lack of available provision, up to 25% of the Funding can be spent to increase ESOL infrastructure, and therefore future participation rates, where deemed absolutely necessary. ESOL infrastructure could include, for example, training ESOL teachers, buying equipment and resources and renting classroom space. The Recipient will be expected to report back on the proportion of spend on ESOL infrastructure.
- 1.24 For some Adult Refugees, attending Formal Language Training will be more challenging than for others. For example, they might have caring responsibilities, a disability or find attending Formal Language Training difficult. In these instances, it is important that steps are taken to address these barriers so the 25% ESOL infrastructure element of the Funding (as set out in para 1.23) can be used to support activities that help overcome accessibility barriers [childcare funding should be claimed separately, as described at Part 5].
- 1.25 The Recipient, however, should look to utilise other local or central funding sources or services, wherever possible.
- 1.26 In instances where Adult Refugees arrive outside term time, making immediate access to Formal Language Training difficult, alternative Informal Language Training should instead initially be provided within one (1) month of arrival.
- 1.27 The provision of Informal Language Training is also a suitable alternative in instances where a Refugee is assessed as being at pre-entry ESOL level or finds a Formal Language Training environment a barrier to accessibility, which cannot be resolved using the infrastructure funding set out in (para 1.23).
- 1.28 In such instances as 1.26 and 1.27, the Recipient should encourage the Adult Refugee to access Formal Language Training in the future. This is because Informal Language Training cannot provide accredited qualifications which are often necessary for accessing employment, further study or training.

- 1.29 Funding to support Adult Refugees' language training needs can be claimed through Part 4 of this Schedule 1 and this is a single payment to be claimed within the first 12 months of arrival.

Funding and Claims Process

- 1.30 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure delivering the outcomes described in Part 1 of this Schedule 1 (paragraphs 1.1 to 1.29, inclusive), on a standard per capita per annum rate for each Refugee as follows:

YEAR 1 UNIT COSTS ¹⁰					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
	£	£	£	£	£
Local Authority Costs	8,520	8,520	8,520	8,520	8,520
Education	0	0	4,500	2,250	0
TOTALS	8,520	8,520	13,020	10,770	8,520

- 1.31 Payments will be made based on the age of the Refugee on arrival in the UK.
- 1.32 Once these maxima have been reached, no further funding will be paid by the Authority to a Recipient save for any claims made in respect of Exceptional Costs (see Terms & Conditions, Clauses 6.12 and 6.13).
- 1.33 On the Day of a Refugee's arrival in the UK, the Recipient will be eligible to claim 40% of the total projected annual per capita amount for that person. The Recipient must make a claim on the standard claim form (Annex A).
- 1.34 The remainder will be due in two equal instalments at the end of the fourth (4th) and eighth (8th) Months following the Refugee's arrival in the UK.
- 1.35 The per capita tariff includes an element for the Recipient to cover up to fifty-six (56) Days (i.e. eight weeks) of void costs. The process for claiming additional / exceptional void costs is explained in Annex F.
- 1.36 Additional funding to meet the Recipient's SEND responsibilities for any Refugee will be met by the Authority on a case-by-case basis as an Exceptional Cost.
- 1.37 Where compelling circumstances exist, the Recipient may request additional funding for educational purposes in respect of Refugees who are 18 years or younger and who are in full-time education. Such requests will be considered on a case-by-case basis, as an Exceptional Cost, with the final decision on payment, duration and rate (which may be adjusted from time to time) to be set by the Authority.

¹⁰ Payment values are valid only for the duration of this Funding Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

2. PART 2 – YEAR 2 TO 5 STATEMENT OF OUTCOMES

Year 2 – 5 Funding

- 2.1 Year 2 – 5 Funding is intended as a contribution towards a Recipient's costs incurred supporting a Refugee's continued participation in the Schemes.
- 2.2 To maximise flexibility, it will be for the Recipient to determine the best use of Funding claimed to support Refugees on their journey towards integration and self-sufficiency. Support should include (but not be limited to) ongoing integration into the communities into which a Refugee has been resettled; progress towards and in to employment (which may include tailored employment support and sector specific formal or informal language training) social care costs for adults and children; or, additional educational support.
- 2.3 The Recipient should be able to explain how they are supporting Refugees and furthering the aims of the Schemes by documenting the type(s) of support provided.

Funding and Claims Process

- 2.4 The Recipient may claim Funding from the first anniversary (i.e. 12-Months) following a Refugee's arrival in the UK under the Schemes, and for each subsequent year until the end of the fifth year.
- 2.5 The key principles of the Funding are that it:
- 2.5.1 provides a per Refugee annualised tariff (see table 2.6),
 - 2.5.2 is not ringfenced,
 - 2.5.3 supports programme evaluation and reporting, and
 - 2.5.4 can be pooled across all Refugees a Recipient is supporting.
- 2.6 A maximum of four (4) annual flat rate payments may be claimed by a Recipient for each Refugee supported:

YEAR 2 TO 5 - UNIT COSTS ¹¹				
Timeframe	13-24 months	25-36 months	37-48 months	49-60 months
Rate	£5,000	£3,700	£2,300	£1,000

- 2.7 The Authority will only approve one claim per Refugee per annum.
- 2.8 No further Funding will be paid by the Authority to a Recipient apart from for any claims made in respect of Exceptional Costs (see Terms & Conditions, Clauses 6.12 and 6.13).
- 2.9 All claims for Year 2 – 5 Funding must be submitted during the second financial quarter (i.e. from 1 July, but in all cases by 30 September) in the same year: late returns may result in payment requests being delayed or refused. Payment will only be made to recipients for refugees who are resident in the local authority area on the date of 30 September. If the refugee is not resident on that date, then payment will be refused. Once satisfied that a payment request has been correctly submitted, the Authority will endeavour to make payments of Funding

¹¹ Payment values are valid only for the duration of this Funding Instruction; future years are indicative and may, from time to time, be adjusted by the Authority

due during the third quarter of the same financial year (i.e. from 1 October, but no later than 31 December).

- 2.10 Funding will be by means of a single annual payment to be claimed at the times as detailed in the following table:

YEARS 2-5 FUNDING – PAYMENT PROFILE FOR VPRS & VCRS ARRIVALS				
Arrivals between	Claim funding for			
	Year 2	Year 3	Year 4	Year 5
22/09/15 - 30/09/15	31/12/2016	30/09/2017	30/09/2018	30/09/2019
01/10/15 - 31/12/15	31/12/2016	30/09/2018	30/09/2019	30/09/2020
01/01/16 - 30/09/16	30/09/2017	30/09/2018	30/09/2019	30/09/2020
01/10/16 - 30/09/17	30/09/2018	30/09/2019	30/09/2020	30/09/2021
01/10/17 - 30/09/18	30/09/2019	30/09/2020	30/09/2021	30/09/2022
01/10/18 - 30/09/19	30/09/2020	30/09/2021	30/09/2022	30/09/2023
01/10/19 – 30/09/20	30/09/2021	30/09/2022	30/09/2023	30/09/2024
01/10/20 – 28/02/21	30/09/2022	30/09/2023	30/09/2024	30/09/2025

YEARS 2-5 FUNDING – PAYMENT PROFILE FOR UKRS ARRIVALS				
Arrivals between	Claim funding for			
	Year 2	Year 3	Year 4	Year 5
01/03/21 – 28/02/22	31/08/2023	31/08/2024	31/08/2025	31/08/2026

3. PART 3 –STATEMENT OF OUTCOMES FOR RECIPIENTS IN RELATION TO COMMUNITY SPONSORSHIP

- 3.1 A key aspect of the Community Sponsorship Scheme (the ‘Schemes’) is the requirement for each approved Sponsor to have the support of their relevant statutory authorities, including the Recipient.

Reimbursement for Education Costs

- 3.2 In accordance with their statutory duty, a Recipient shall be entitled to claim Funding towards educational costs incurred supporting children of school age up to the following maximum per capita rates:

UNIT COSTS (£GBP) FOR SCHEMES ¹²					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
YEAR 1					
Education	0	0	4,500	2,250	0

- 3.3 The Recipient shall be responsible for ensuring that the appropriate level of funding is paid to places of education (incl. schools, academies, free schools and Further Education colleges, as appropriate) who accept Refugees from the relevant age groups.
- 3.4 The Recipient may request additional funding for educational purposes in respect of supported Refugees who are 18 years or younger and who are in full-time education, where compelling circumstances exist. Such requests will be considered on a case-by-case basis, with the final decision on payment, duration and rate (which may be adjusted from time to time) to be set by the Authority.

Reimbursement for other Support Costs during Years 1 and 2

- 3.5 If, for any reason, a Sponsor is unable to fulfil its obligations in delivering the Schemes, the Recipient will be required to step-in and provide the necessary support through:
- 3.5.1 The first twelve (12) Months (Year 1), including the provision of accommodation, casework support, education (incl. Language Training), and social care, as described in Part 1 of this Schedule, and
- 3.5.2 The second twelve (12) Months (Year 2), the provision of accommodation and any other support as the Recipient deems appropriate, as described in Part 2 of this Schedule.
- 3.6 Where a Sponsor becomes unable to fulfil their contractual obligations, or otherwise support the Refugees, a Recipient may also be eligible to claim Funding for each Refugee supported up to the following maximum standard per capita rates:

¹² Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

UNIT COSTS (£GBP) FOR SCHEMES¹³					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
YEAR 1					
Resettlement Costs	8,520	8,520	8,520	8,520	8,520
YEAR 2					
Resettlement Costs	5,000	5,000	5,000	5,000	5,000

- 3.7 It is recognised that a Sponsor may already have fulfilled some of their obligations with respect to a Refugee's support requirements. It will, therefore, be for the Recipient to assess and determine each Refugee's needs against the outcomes described in Part 1 and Part 2 of this Schedule 1.
- 3.8 The exact value of the Funding and timing of the payment will be determined on a case by case basis depending on the circumstances of each Refugee for whom the Recipient is claiming.
- 3.9 Funding up to the maxima noted will be dependent on the length of time for which the Recipient is required to provide support for the Refugee. Typically, this will be:
- 3.9.1 More than six (6) Months – full value
- 3.9.2 Less than six (6) Months – 50% of the value

Funding for Years 3 to 5

- 3.10 A Recipient will be eligible to claim for contributions to costs under the relevant time periods described in Part 2 of this Schedule 1 to be determined on a case by case basis.

¹³ Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

4. PART 4 – ACCESS TO ESOL: STATEMENT OF OUTCOMES FOR ADDITIONAL FUNDING TO SUPPORT ENGLISH LANGUAGE PROVISION FOR ADULT REFUGEES

Increasing Access to Language Training

- 4.1 The Funding is primarily intended to increase Adult Refugees' access to Formal Language Training appropriate to their ability and needs.
- 4.2 It can also be used to support Informal Language Training (Part 1, paragraph 1.27 of this Schedule 1).
- 4.3 In line with existing good practice guidance on resettlement, it is intended that this Funding be used in a way that promotes integration and the journey towards self-sufficiency.

Critical Success Factors

- 4.4 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. These Critical Success Factors are:
- 4.4.1 payments received,
- 4.4.2 split of spend on participation and spend on non-participation (detailed in Part 1, paras 1.23 -1.24 of this Schedule)
- 4.5 In addition, Recipients should report on the following:
- 4.5.1 To what extent has the Funding increased local capacity to deliver ESOL? Have there been any delivery barriers which this Funding has not been able to overcome?
- 4.5.2 To what extent has the Funding improved access to ESOL? Have there been any accessibility barriers which this funding has not been able to overcome?
- 4.5.3 To what extent has the funding helped improve Adult Refugees' integration and progress towards self-sufficiency, including in the workplace?
- 4.6 The Recipient will be expected to report on these success measures through the annual End of Year monitoring process.

Funding and Claims Process

- 4.7 A per capita payment may be claimed for each Adult Refugee provided with language training by the Recipient at the following standard rate:

Unit Costs (£GBP) ¹⁴ (see para 4.11 below)	
Adult Refugee (aged 19+ on arrival)	£850 – claim on arrival
Adult Refugee (aged 18+ on arrival)	£850 – claim once refugee attains 19 years

- 4.8 Community Sponsors will claim these per capita payments for refugees they support.
- 4.9 A Recipient may 'pool' any Funding claimed, at a local or regional level, so as to maximise its ability to effectively identify individuals' language training requirements,

¹⁴ Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

be responsive to these needs through the most appropriate delivery arrangements and range of providers within a local area.

- 4.10 Following a Refugee being assessed as eligible (Part 1, paragraph 1.22 of this Schedule 1) the Recipient will be able to claim.
- 4.11 The Recipient must make a claim on the standard claim form (Annex A) in order to receive payment. ESOL should be inserted in column O of the Annex and the standard tariff of £850 inserted in column P against each Refugee for whom the Funding is being claimed.
- 4.12 Claims for the £850 ESOL employability funding may be claimed for each adult refugee who on arrival are 19 years + or reach the age of 19 years within the first 12 months of arrival in the UK.

5. PART 5 – ACCESS TO ESOL: STATEMENT OF OUTCOMES FOR CHILDCARE SUPPORT

Outcomes

- 5.1 The Authority recognises that Refugees face barriers to participating in Formal Language Training activity, in particular the provision of childcare.
- 5.2 Delays in starting to learn English upon arrival make it more difficult for Refugees (in particular, women with families) to integrate and become self-sufficient: Removing this barrier is a key to assisting Refugees effectively settling into their new community.
- 5.3 The Authority is making Funding available to help Recipients, whether receiving authorities and/or regional co-ordination bodies (i.e. Strategic Migration Partnerships), across the UK to address this problem.
- 5.4 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure to overcoming childcare barriers whilst Refugees participate in ESOL training.
- 5.5 Access to the Funding will require potential Recipients to submit project proposals intended to break down these barriers using the application form which can be obtained from ESOLChildcare@homeoffice.gov.uk
- 5.6 Projects could provide:
 - 5.6.1 traditional forms of childcare such as crèches or playgroups, or
 - 5.6.2 existing childcare providers with support to deliver English language training in addition to their existing services, or
 - 5.6.3 more innovative approaches such as providing family learning events to help adults learn English when they are unwilling or unable to leave their children. This does not include digital ESOL delivery. This list is not exhaustive. Further guidance on Eligible and Ineligible expenditure can be provided by the Home Office on request. Consideration should also be given to how Refugees supported by Community Sponsors may benefit from "Access to ESOL: Childcare Support Funding.

Funding and Claims

- 5.7 Depending on the number of bids submitted the Authority may limit the amount of funding available to each region to ensure a fair distribution of funds.
- 5.8 Details of how to make claims for ESOL childcare can be obtained from ESOLChildcare@homeoffice.gov.uk

	Maximum UK-wide Funding available for Access to ESOL (Childcare) projects¹⁵
Access to ESOL childcare funding	2021/22 £600,000

Critical Success Factors

- 5.9 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. The Critical Success Factor is:
- 5.9.1 Total number of individuals accessing ESOL as a result of this funding.
- 5.10 In addition, Recipients should report on the following:
- 5.10.1 Number of ESOL classes attended which could not have been attended without access to childcare funding.
- 5.10.2 Have there been any accessibility barriers related to childcare which this funding has not been able to overcome?
- 5.10.3 Any additional evidence of the benefits to those participating.
- 5.11 The Recipient will be expected to report on these success measures through the annual End of Year monitoring process. The Authority may also request additional monitoring and evaluation information outside of this process, including for instance case studies illustrating how it has been beneficial on an individual basis.
- 5.12 If you have any questions about this funding stream, please contact: ESOLChildcare@homeoffice.gov.uk

¹⁵ Payment values are valid only for the duration of this Memorandum; future years are indicative and may, from time to time, be adjusted by the Authority

6. PART 6 – COMMUNITY SPONSORSHIP ACCESS TO FUNDING

Reimbursement for Additional Funding to Support English Language Provision for Adult Refugees

- 6.1 Community Sponsors can claim Additional Funding to support English Language provision for Adult Refugees as per Part 4, paras 4.7 to 4.12 of this Schedule.

UNIT COSTS (£GBP) FOR SCHEMES	
Adult Refugee (aged 19+ on arrival)	£850 – claim on arrival
Adult Refugee (aged 18+ on arrival)	£850 – claim once refugee attains 19 years

ANNEX A – EXPENDITURE CLAIM PRO-FORMA

The following Annex A Excel spreadsheets and Exceptional Costs claim form will be provided separately by the Resettlement LA Payments Team.

- VPRS Annex A – Year 1 initial claim
- VPRS Annex A – Year 1 subsequent claims

- VCRS Annex A – Year 1 initial claim
- VCRS Annex A – Year 1 subsequent claims

- UKRS Annex A – Year 1 initial claim
- UKRS Annex A – Year 1 subsequent claims

- VPRS Annex A – Years 2 to 5

- VCRS Annex A – Years 2 to 5

- Exceptional Costs claim form

ANNEX B – UNHCR RESETTLEMENT SUBMISSION CATEGORIES

The Authority is responsible for identifying suitable Refugees for resettlement to the UK under the Vulnerable Persons Resettlement Scheme in liaison with the United Nations High Commission for Refugees (UNHCR) based upon the following seven resettlement submission categories¹⁶:

- Legal and or Physical Protection Needs
- Survivors of Torture and/or Violence
- Medical Needs
- Women and Girls at Risk
- Family Reunification
- Children and Adolescents at Risk*
- Lack of Foreseeable Alternative Durable Solutions

*UNHCR's Categories of Children and Adolescents at Risk

- **Unaccompanied children (UAC):** are those children who have been separated from both parents and other relatives and are not being cared for by an adult who, by law or custom, is responsible for doing so.
- **Separated children (SC):** are those separated from both parents, or from their previous legal or customary primary care-giver, but not necessarily from other relatives. These may, therefore, include children accompanied by other adult family members.
- **Children without legal documentation:** This would include children without legal documentation to prove their legal identity, and who may be particularly vulnerable and considered for resettlement, including:
 1. children aged 0-4 year who lack evidence of their birth (no birth certificate, no birth notification passport or family booklet), and where one parent is not present (in particular, where the parent who has the right to pass nationality is not present), or
 2. children aged 12-17 who lack documentation to prove their age and who face other protection risks (child labour, child marriage, child recruitment, children detained or in conflict with the law) who are at particular risk because they lack proof of their status as children and are therefore unable to prove their right to age-specific child protections under the law.
- **Children with specific medical needs:** Child with serious medical condition is a person below the age of 18 that requires assistance, in terms of treatment or provision of nutritional and non-food items, in the country of asylum.

¹⁶ As defined in the UNHCR's Resettlement Handbook (<http://www.unhcr.org/46f7c0ee2.pdf>)

- **Children with disabilities:** A child with disability is a person below the age of 18 who has physical, mental, intellectual or sensory impairments from birth, or resulting from illness, infection, injury or trauma. These may hinder full and effective participation in society on an equal basis with others.
- **Child carers:** The Child Carer category includes a person below the age of 18, who is not an unaccompanied child and who has assumed responsibility as head of household. This could include, for example, a child who still lives with his/her parents, but has taken on the role of caring for them (and possible siblings) due to the fact that the parents are ill, disabled, etc.
- **Children at risk of harmful traditional practices, including child marriage and female genital mutilation:** Person below the age of 18 years of age who is at risk of, or is a victim/ survivor of a harmful traditional practice. Every social grouping has specific traditional practices and beliefs, some of which are beneficial to all members while others are harmful to a specific group, such as women. Such harmful traditional practices include for instance, female genital mutilation, early marriage, dowry price, widow inheritance, female force feeding, witch hunting, female infanticide, son preference and its implications for the girl child. Depending on the circumstances, certain forms of male circumcision, scarring or tattooing fall also under this category.
- **Child labour:** Includes children engaged in:
 - (i) the worst forms of child labour: Person below the age of 18 who is engaged in the worst forms of child labour, which include all forms of slavery or practices similar slavery (such as the sale and trafficking of children, debt bondage and serfdom and forced or compulsory labour, including forced or compulsory recruitment of children for use in armed conflict); the use, procuring or offering of a child for prostitution, for the production of pornography or for pornographic performances; the use, procuring or offering of a child for illicit activities, in particular for the production and trafficking of drugs as defined in the relevant international treaties; work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children; and
 - (ii) other forms of child labour: Person below the age of 18 who is engaged in forms of child labour other than the worst forms, such as work that is likely to be hazardous or to interfere with his/her education, or to be harmful to his/her health or physical, mental, spiritual, moral or social development. UNICEF defines child labour as work that exceeds a minimum number of hours, depending on the age of a child and on the type of work. Such work is considered harmful to the child: ages 5-11: at least one hour of economic labour or 28 hours of domestic labour per week; ages 12-14: at least 14 hours of economic labour or 28 hours of domestic labour per week; ages 15-17: at least 43 hours of economic or domestic work per week.
- **Children associated with armed forces or armed groups:** are persons below the age of 18 who are or have been recruited into, or used by, an armed force or armed group in any capacity, including as fighter, cook, porter, messenger, spy, or for sexual purposes or forced marriage. It does not only refer to a child who is taking or has taken a direct part in hostilities.
- **Children in detention and/or in conflict with the law:** Person below the age of 18 who is, or has been, charged or convicted for an infringement of the law.

- ***Children at risk of refoulement¹⁷***: Person below the age of 18 who is at risk of being returned to the frontiers of territories where his/her life or freedom would be threatened, or where he/she is at risk of persecution for one of more grounds of the 1951 Refugee Convention, including interception, rejection at the frontier or indirect *refoulement*.
- ***Children at risk of not attending school***: Person below the age of 18 who is unable or unwilling to attend school or is at heightened risk of interruption or discontinuation of his/her education.
- ***Children survivors of (or at risk of) violence, abuse or exploitation, including Sexual and Gender-Based Violence (SGBV)***: Person below 18 years of age, who is at risk of physical and/or psychological violence, abuse, neglect or exploitation. The perpetrator may be any person, group or institution, including both state and non-state actors.

¹⁷ Refoulement means the expulsion of persons who have the right to be recognised as refugees.

ANNEX C – DATA SHARING PROTOCOL (DSP)

1. AIMS AND OBJECTIVES OF THE DSP

- 1.1 The aim of this DSP is to provide a set of principles for information sharing.
- 1.2 This DSP sets out the rules that the Recipient must follow when handling information classified as “personal data” by UK Data Protection Legislation in force.¹

2. DATA PROTECTION LEGISLATION

- 2.1 The UK Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The UK Data Protection Legislation requires that all transfers of information fall within its six data protection principles. The Recipient, when processing personal data in connection with the Instruction, must comply with these principles of good practice.
- 2.2 Personal data must be processed in accordance with the following six data protection principles:
 - (i) processed lawfully, fairly and in a transparent manner in relation to individuals;
 - (ii) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
 - (iii) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - (iv) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
 - (v) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of individuals; and,
 - (vi) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

3. SECURITY

3.1 The Recipient and its Staff shall exercise care in the use of information that they acquire in the course of their official role, and to protect information which is held by them in accordance with the UK Data Protection Legislation. Such measures include:

- not discussing information about a Refugee in public; and
- not disclosing information to parties who are not authorised to have access to the shared information.

3.2 In addition to the above, the Recipient must ensure that:

- personal data received is processed solely for the purposes of discharging their obligations for supporting Refugees under this Instruction,
- all personal data received is stored securely,
- only people who have a genuine need to see the data will have access to it,
- information is only retained while there is a need to keep it, and destroyed in line with government guidelines,
- all reasonable efforts have been taken to warrant that the Recipient does not commit a personal data breach
- any information losses, wrongful disclosures or personal data breaches originating from the Authority are reported to the Authority's Security team at HOSecurity-DataIncidents@homeoffice.gov.uk
- The Authorities, Security Team and Data Protection Officer will provide direction on the appropriate steps to take e.g. notification of the Information Commissioner's Office (ICO) or dissemination of any information to the Refugees.
- The responsibility to notify the HO is not withstanding the internal policies SMPs and local authorities will have regarding reporting data breaches to the ICO in their role as data controller in accordance with 5.6 above.
- Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.3 Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.4 The Authority will make available further information as to what constitutes a personal data breach upon request.

3.5 As public sector bodies the Authority and the Recipient are required to process personal data in line with Her Majesty's Government Security Policy

Framework (HMG SPF) guidance issued by the Cabinet Office when handling, transferring, storing, accessing or destroying information assets.

4. SUBJECT ACCESS REQUESTS

4.1 The Authority and the Recipient will answer any subject access or other requests made under the UK Data Protection Legislation that it receives for the data where it is the Controller for that data. In cases where such a request is received, both the Authority and the Recipient shall:

- consult the other before deciding whether or not to disclose the information;
- allow the other a period of at least five (5) working days to respond to that consultation;
- not disclose any personal data that would breach the principles of the UK Data Protection Legislation; and,
- give proper consideration to any arguments from the other as to why data should not be disclosed, and where possible reach agreement before any disclosure is made.

5. DATA TO BE SHARED

5.1 The Authority will share with the Recipient the following documents on a Refugee:

5.1.1 UNHCR Resettlement Registration Form (RRF)

5.1.2 IOM Migration Health Assessment form (MHA)

5.1.3 UNHCR Best Interest Assessments and Determinations

5.1.4 IOM Pre departure Medical Screening Form (PDMS) and Pre-Embarkation Certificate (PEC)

5.2 The above documents will contain the following personal information on a Refugee:

UNHCR Resettlement Registration Form (RRF)

- Biographic data for each Refugee including marital status, religion, ethnic origin, contact details in host country;
- Education, skills and employment summary;
- Known relatives of the principal applicant and spouse not included in referrals submission;
- Summary of the Basis of the Principal Applicant's Refugee Recognition²;
- Need for resettlement³;
- Specific needs assessment⁴;
- The number of people within a family due to be resettled, age and gender or family members;
- The language spoken;

- Ability to communicate in English; and
- Any known specific cultural or social issues⁵.

MHA Form

- Consent from Refugee to conduct a medical examination;
- Consent from the Refugee to Medical Advisors to disclose any existing medical conditions to the Authority necessary for the resettlement process⁶.

Best Interest Assessments and Determinations

- Information about any particular safeguarding circumstances and an assessment of the best interests of the individuals affected⁷.

PDMS Form and PEC

- Biographic data for each refugee that requires this form;
- Medical information in relation to the refugee including medical history, updates on treatments and medication, on-going care requirements.

²Classed as special category data under UK Data Protection Legislation.

³Classed as special category data under UK Data Protection Legislation.

⁴Depending on the content, this could be classed as potentially special category data under UK Data Protection Legislation.

⁵Depending on the content, this could be classed as potentially special category data under UK Data Protection Legislation.

⁶Classed as special category data under UK Data Protection Legislation.

⁷Depending on the content, this could be classed as potentially special category data under UK Data Protection Legislation.

6. STORAGE, RETENTION AND DESTRUCTION SCHEDULE

- 6.1 The Recipient will keep all personal information shared securely in accordance with the handling instructions associated with the information security classifications as well as its own data retention and destruction schedules.
- 6.2 Recipients will not retain the personal information for longer than is necessary for the purpose of resettlement activity as outlined in the funding instruction.
- 6.3 A regular review shall be conducted by the Recipient to assess the necessity of retaining the Refugee's personal data. Once the data is no longer relevant for those purposes it will be destroyed securely.

7. CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION

- 7.1 The Recipient shall provide the Authority with reasonable co-operation and assistance in relation to any complaint or request made in respect of any data shared under this data sharing arrangement, including providing the Authority with any other relevant information reasonably requested by the Authority.
- 7.2 Any operational issues or disputes that arise as a result of this DSP must be directed in the first instance to the Local Authority Engagement Team Strategic Regional leads.

8. STAFF RESPONSIBILITIES

- 8.1 Staff authorised to access a Refugee's personal data are personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 8.2 Staff should know how to obtain, use and share information they legitimately need to do their job.
- 8.3 Staff have an obligation to request proof of identity or takes steps to validate the authorisation of another before disclosing any information requested under this DSP.
- 8.4 Staff should uphold the general principles of confidentiality, follow the guide-lines set out in this DSP and seek advice when necessary.
- 8.5 Staff should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal. Criminal proceedings might also be brought against that individual.

9. FREEDOM OF INFORMATION REQUESTS

- 9.1 Both the Authority and the Recipient will answer any requests made under the Freedom of Information Act 2000 that it receives for information that it holds

solely as a result of, or about, this data sharing arrangement. In such cases where such a request is received, both the Authority and the Recipient shall:

- Consult the other before deciding whether or not to disclose the information;
- Allow the other a period of at least five (5) working days to respond to that consultation; and
- Not disclose any personal data that would breach the principles of the UK Data Protection legislation.

10. METHOD OF TRANSFER OF A REFUGEE'S PERSONAL DATA

- 10.1 The Authority will use a secure process, known as MOVEit, to transfer the data which allows internal and external users to share files securely and shall provide the interaction between the parties.
- 10.2 The Recipient shall be given access to MOVEit over a web-based browser. Once this arrangement is operative, the Recipient shall, to the extent from time to time specified by the Authority, be required to use MOVEit for the purpose of its interface with the Authority under this Memorandum.
- 10.3 A list of authorised Staff should be available for inspection if requested by the Authority.

11. RESTRICTIONS ON USE OF THE SHARED INFORMATION

- 11.1 All information on a Refugee that has been shared by the Authority must only be used for the purposes defined in Section 3 of this DSP, unless obliged under statute or regulation or under the instructions of a court. Therefore any further uses made of the personal data will not be lawful or covered by this DSP.
- 11.2 Restrictions may also apply to any further use of personal information, such as commercial sensitivity or prejudice to others caused by the information's release, and this should be considered when considering secondary use of personal information. In the event of any doubt arising, the matter shall be referred to the Authority whose decision – in all instances – shall be final.
- 11.3 A full record of any secondary disclosure(s) must be made if required by law or a court order on the Refugees case file and must include the following information as a minimum:
- Date of disclosure;
 - Details of requesting organisation;
 - Reason for request;
 - What type(s) of data has been requested;
 - Details of authorising person;
 - Means of transfer (must be by secure); and
 - Justification of disclosure.
- 11.4 The restrictions on secondary disclosures as set out in paragraph 11.1 and 11.2 of this DSP apply equally to third party recipients based in the UK and third-party recipients based outside the UK such as international enforcement agencies.

12. AUDITS

- 12.1 The Recipient agrees that it may be audited at the request of the Authority to ensure that the personal data has been stored and/or deleted appropriately, and that they have conformed to the security protocols set out in this DSP.
- 12.2 The Authority confirms that no other information would be reviewed or audited for this purpose.

ANNEX D – PROPERTY ADAPTATIONS FOR REFUGEES

'In principle' approval would need to be sought from the Resettlement Local Authority Payments Team in advance of any work being undertaken. Costs would be expected to be in line with average costs for each adaptation shown in the table above. The Schemes will consider reasonable property adaptation reversal costs – approval would need to be sought from the Resettlement Local Authority Payments Team prior to any work.

Property adaptations for Refugees who have mobility issues are divided into two categories:

- a) minor adaptations which are included within the tariff rate, and
- b) major adaptations which may be paid for from the Exceptional Cases fund.

Minor adaptations

These are works that do not need any structural changes to the property including:

- grab rails
- stair rails
- lever taps
- level access thresholds
- half steps to doors
- flashing/vibrating doorbells/smoke alarms, and
- over bath showers.

These would be paid for from the standard tariff for each Refugee.

Major adaptations

These are works that do need structural changes to the property and can include:

Adaptation	Estimated average cost (£GBP)
level access shower facilities	£3,500
Stairlifts	£1,500 (Straight) – £5,000 (Corners)
Ramps	£500 to £1000
changing the height of kitchen work surfaces	£2000
adapting your home for wheelchair use such as widening doorways	£600 - £800 per door
ground floor bathroom/bedroom facilities	£2000 to £3000

These may be funded by the exceptional cases fund following an assessment by an occupational therapist or similarly qualified person. The maximum that can be spent on any property is £30,000 and should not include extensions.

If a grant is made available for adapting a Social or Private Rented property the landlord is required to make the property available for letting by the tenant for a period of five (5) years upon completion of the work, in line with the Disabled Facility Grant arrangements.

ANNEX E – VOID COSTS FOR FOUR BEDROOM PROPERTIES

Local authorities are already able to use the Year One tariff (see Schedule 1, Part 1) to pay for a period of void costs. To reflect this, fifty-six (56) Days void costs ('voids') are already built into the tariff to enable Recipients to secure properties before Refugee families arrive.

The Authority understands the supply challenges associated with securing four (4) or more bedroom properties in particular. To support Recipients and Community Sponsors to secure these properties when they become available, the Authority has agreed to fund an additional twenty-eight (28) Days voids as an Exceptional Cost outside of the tariff. This will bring the total period of voids covered up to eighty-four (84) Days.

Criteria

Recipients are able to submit an Exceptional Costs claim to pay for up to an additional twenty-eight (28) Days voids for four (4) bedroom properties only.

Claims can be submitted for costs accrued from 1 April 2016. They must be accompanied by evidence demonstrating excess voids were incurred over and above the tariff fifty-six (56) Days, up to a maximum of an additional twenty-eight (28) Days.

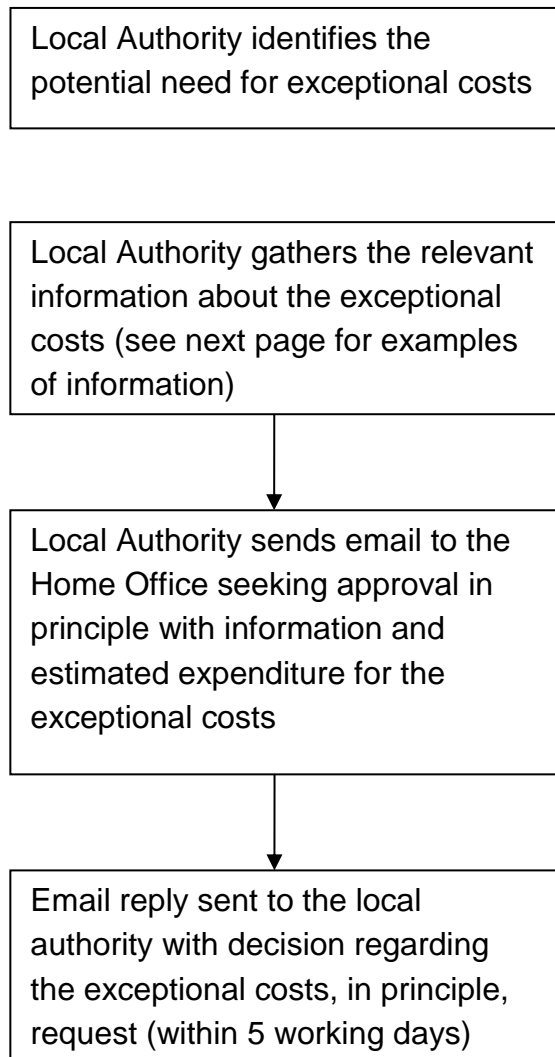
The Authority will also consider other voids in exceptional circumstances, such as non-arrival of a family after the property has been secured.

Recipients are asked to contact their regional contact officer to discuss if they believe exceptional circumstances apply.

ANNEX F – GUIDE TO CLAIMING EXCEPTIONAL COSTS

In most circumstances 'In principle' approval would need to be sought from the Resettlement Local Authority Payments Team in advance of any work being undertaken. Where there is an urgency, please contact the Resettlement Payment Team lead.

Approval in principle



Delays may occur when the Home Office receives insufficient information to decide in principle.

Examples of supporting information

Property adaptations

- Information about the need for the adaptations e.g. OT assessment, other medical information.
- Estimate of cost of each adaptation – at least two estimates should be supplied, to demonstrate that the best value for money has been achieved.

Void costs

- Remember the tariff includes funding to cover the first 56 days for property rental.
- Reason for claiming additional void costs.
- Evidence of expenditure e.g. rent invoices.
- Evidence of the date that the property was acquired for resettlement.

SEND costs

- Information about the specific client needs, supported by Education, Care and Health Assessment (ECHA), Special Educational Needs Co-ordinator (SENCO) report or similar. Include details of what is being requested.
- Cost of dedicated teaching support.
- Advertisement for the teaching support.
- Details and estimated costs of any specialist equipment, providing estimates to show best value for money.

Social Care costs

- OT and medical assessments.
- Details and estimated costs of specialist care.
- Details and estimated costs of any specialist equipment, providing estimates to show best value for money.

Processing an exceptional cost claim

- Once expenditure has occurred, local authority may submit claim for pre-approved exceptional costs.

- Local Authority completes “Exceptional Costs” claim form.
- Claim submitted with the all the evidence of expenditure, either by email to ResettlementLAPaymentsteam@homeoffice.gov.uk (if no personal information); or
- Via MOVEit SRP Annex A account.

- Resettlement Payments team checks all the information submitted by the local authority.
- If claim is complete, it will be approved for payment within 10 working days.

- Payment Advice sent to local authority

Annex G - Record of changes to these Funding Instruction (to previous published version)

Page/paragraph number	Details of change
Throughout the Funding Instruction	Deletion of “Beneficiaries” and replaced with “Refugees”
Front page	Date of issue
Page 5 Para 1.4	Addition of 1.4.4 “Can claim Funding to Support English Language Provision for Adult Refugees as at Schedule 1 Part 6 and Void costs at Annex E.”
Page 5 Para 1.6	Change to definition of “Community Sponsorship Scheme”
Page 5 Para 1.8	Addition of “UK” Deletion of “2016/17”
Page 6 Para 1.12	New definition of “Eligible Expenditure”
Page 7 Para 1.28	Addition of new definition “Personal Data”
Page 7 Para 1.30	Change of definition for “Refugee”
Page 7 Para 1.31	Deleted
Page 8 Para 1.33	New definition of “The Schemes”
Page 8 Para 1.34	New definition of “Staff”
Page 8 Para 1.35	New definition “Third Party” added
Page 9 Para 3.1	Re-written clause
Page 9 Para 3.1.1	New definition of “ Scope”
Page 9 Para 3.1.2	Re-written clause
Page 10 Para 3.1.3	Re-written clause
Page 10 Para 4.4	Re-written clause to remove “some of the most”



Page 10 Para 5.4	New clause
Page 10 Para 5.7	Re-written clause to include further information on Data Protection Legislation.
Page 17 Para 10.1	Re-written clause to remove “the regulation as transposed into national Law from the EU Directives on Public Procurement (2014) i.e.”
Page 25 Para 2.2	Re-written clause
Page 27 Para 2.10	Revision to Years 2 – 5 Funding Payment Profile for VPRS & VCRS arrivals.
Page 27 Para 2.10	Addition of table for Years 2 – 5 Payment Profile for UKRS arrivals
Page 28 Part 3	Change of title to “Statement of Outcomes for Recipients in relation to Community Sponsorship”
Page 31 Para 4.8	Addition of new clause
Page 31 Paras 5.5 & 5.10	Change of email address
Para 31 Para 5.6	Addition to clause “This does not include digital ESOL delivery. This list is not exhaustive. Further guidance on Eligible and Ineligible expenditure can be provided by the Home Office on request.”
Page 32 Part 6	Addition of new Part 6 “Community Sponsorship Access to Funding”
Page 33 Annex B	Deletion of reference to the Vulnerable Children’s Resettlement Scheme
Page 38 Annex C	Addition of “UK” to Data Protection Legislation references in this annex.

Page 38 Footnote	Deletion of footnote
Page 41 Para 7.2	Deletion of “Resettlement Programme” and replaced with “Local Authority Engagement Team...”
Page 47 second para	Insertion of “and Community Sponsors”



Overview and Scrutiny Committee

Report for:	Housing & Communities Overview and Scrutiny Committee
Title of report:	HTIP Progress Report – Sept 23
Date:	11 Oct 23
Report on behalf of:	Councillor Simy Dhyani, Portfolio Holder for Housing & Property Services
Part:	I
If Part II, reason:	N/A
Appendices:	Progress Report on HTIP – August 23
Background papers:	N/A
Glossary of acronyms and any other abbreviations used in this report:	HTIP Housing Transformation / Improvement Programme SQA Strategy, Quality & Assurance TPAS – ‘Tenant Participation and Advisory Service’ TSMs – Tenant Satisfaction Measures: New government performance measures for Housing

<p>Report Author / Responsible Officer</p> <p>Simon Walton, Head of SQA (Strategy, Quality & Assurance)</p> <p> </p> <p>Simon.walton@dacorum.gov.uk / 01442 228236 (ext.)</p>

Corporate Priorities	<ul style="list-style-type: none"> • Ensuring efficient, effective and modern service delivery <p><i>And the results of HTIP will then support:</i></p> <ul style="list-style-type: none"> • Providing good quality affordable homes, particularly for those most in need • Climate and ecological emergency – working to deliver net zero carbon • A clean, safe and enjoyable environment • Building strong and vibrant communities
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	<ul style="list-style-type: none"> • Ensuring economic growth and prosperity
Wards affected	All
Purpose of the report:	<ol style="list-style-type: none"> 1. To update the committee on background of HTIP 2. To demonstrate how the project will be taken forward to achieve its aims.
Recommendation (s) to the decision maker (s):	<ol style="list-style-type: none"> 1. To note the progress to date 2. To scrutinise the next steps 3. To Agree follow-up reports every 6 months, or at any significant milestone if sooner
Period for post policy/project review:	

1 Introduction/Background:

HTIP is a project to transform service delivery in the **housing and property services** directorate.

This became necessary due to the introduction of the Social Housing (Regulation) Act on the 20 July 23, which was intended to deliver “transformational change” for social housing residents. It set out measures to:

- Ensure social housing is safe.
- Make it easier to know how social landlords are performing, to increase transparency and accountability.
- Ensure swift and effective complaint resolution.
- Strengthen the consumer standards social landlords must meet and create a strong, proactive regime to enforce them.
- Empower residents to support them in engaging with and holding their landlords to account.
- Ensure good quality, decent homes and neighbourhoods.
- Support tenants to buy a home of their own.

The roles of the Regulator of Social Housing and the Housing Ombudsman are being strengthened to help deliver these measures.

The initial scope of HTIP included:

1. Decisions on how best to run services
2. Identifying the required customer experience
3. Agreeing effective business processes
4. Reviewing the supporting technology / data
5. Implementing solutions to sustain the improvements across all teams

It was key that we understood the current service offer and a ‘root and branch’ review was undertaken.

Staff set out to understand their service performance, create a gap analysis against best practice and to form associated improvement plans. We split the project into broad areas of Housing Operations, the Target Operating Model, Contract & Commissioning, Compliance, Asset Management, Strategic Housing and Safe Communities. Each of these has its own action plan and each is “In Progress – on track”. This is the mechanism to manage and monitor the progress of HTIP, although the plans are ‘live’ documents and are being amended to the changing needs of the programme as agreed by HSLT.

HTIP is likely to last for another 12 – 18 months or until the implementation plan has been agreed. A decision will need to be taken at the appropriate time on the benefits of external support helping us during the implementation phase.

The Committee will recall a paper received in the summer 2023, on Asset Management procurement which is a key driver of HTIP and the customer offer. This is being fed into the business plan refresh for 24/25 and the medium and long-term financial plans.

A TPAS smart review of our current methods of resident engagement is underway and the results of that will be fed into the HTIP process at the end of Oct / early Nov 23.

2 Key Issues:

The work of HTIP continues to be progressed within each team, ensuring DBC staff can learn from the process to sustainably embed the resulting changes. There is now a greater understanding of what is required, particularly with the work around the target operating model, where there is now a preferred solution that is being consulted upon with CMT.

The broad themes around performance, the tenants' voice and service improvements will be centralised. This will help join up the work in a more efficient and intelligent way, enabling benchmarking of data and sector comparisons.

The tenants' voice will be heard through feeding back on the Tenant Satisfaction Measures (TSM) results, satisfaction surveys and complaints. This business intelligence will help prioritise the work of HTIP.

This triangulation of performance / satisfaction and improvements will offer some additional oversight to ensure the improvements are working and that we are doing more of what matters most to the residents.

In summary, the focus of this work is to:

- Transform the service
- Deliver excellent resident centred services
- Ensure regulatory compliance
- Becoming a learning organisation; embracing change/lessons learned and pro-actively using data and insight to deliver excellent services
- Reduce Operational / Regulatory / Reputational risk
- Meet the requirements of the White Paper

3 Emerging Findings

A number of HTIP findings are being prioritised to support the business plan and the medium term financial plan. To help ensure sustainable funding streams support the aims of the Council, key actions will be prioritised, including:

- Review of Supporting People Charges & Service Charges
- Consideration of applying rent tolerances

HTIP has provided a clearer idea of the necessary service improvements. The next stage is to agree how best to deliver this across the teams efficiently and look at the systems needed to support this.

There is an emerging requirement to ensure staff can better leverage their time and knowledge by being able to communicate at scale with residents on operational matters, and collect data and insight.

4 Consultation

There is clear need to ensure the communication between staff and other stakeholders remains on track to deliver the actions successfully and to make sure that staff buy in to the changes and services for residents are modernised and improved.

We are working on an agreed communication plan.

5 Financial and value for money implications:

The proposed target operating model is likely to be cost neutral over time, but deliver improved services. Consideration will be given to short-term resource requirements whilst delivering the new ways of working. Other associated costs related to HTIP are being built into the medium term financial plan.

6 Legal Implications

Any associated changes to staff duties will be managed closely by Human Resources. The impact will be limited due to the current number of interim and fixed-term positions within the directorate.

The changes and associated scrutiny during HTIP will reduce the possibility of legal challenge.

7 Risk implications:

The focus of HTIP is reducing the risk associated with Regulatory investigation, legal challenge and reputational damage. It has therefore been included in the risk register as a mitigating action.

8 Equalities, Community Impact and Human Rights:

Community Impact Assessment reviewed/carried out and annexed - n/a

Human Rights – n/a

Although not applicable at this stage, the outcomes of improved service delivery will deliver future change and each new initiatives will require consideration at an appropriate time.

9 Sustainability implications (including climate change, health and wellbeing, community safety)

This review aims to improve our service offer.

10 Conclusions:

- HTIP is progressing well.
- Actions are on track and there are some tangible improvements.
However:
 - Improvements in performance are still necessary now, which will lead into increased satisfaction with residents.
 - Interim improvements are planned to support the longer-term improvements HTIP will deliver
 - Regular updates will be brought to this committee every six months or at key milestones to ensure success



HOUSING & COMMUNITY

www.dacorum.gov.uk

Overview and Scrutiny Committee

Report for:	Housing & Community Overview and Scrutiny Committee
Title of report:	Repairs and Maintenance Contract Recommission Task and Finish Group
Date:	11 th October 2023
Report on behalf of:	Councillor Simy Dhyani, Portfolio Holder for Housing
Part:	I
If Part II, reason:	N/A
Appendices:	None
Background papers:	None
Glossary of acronyms and any other abbreviations used in this report:	Total Asset Management (TAM) Osborne Property Services Limited (OPSL) Repairs and Maintenance (R&M)

Report Author / Responsible Officer

Mark Pinnell, Assistant Director, Property (Interim)



Mark.Pinnell@dacorum.gov.uk / 01442 228731 (ext. 2731)

Corporate Priorities	A clean, safe and enjoyable environment Building strong and vibrant communities Ensuring economic growth and prosperity Providing good quality affordable homes, in particular for those most in need Ensuring efficient, effective and modern service delivery Climate and ecological emergency
Wards affected	All Borough wards.
Purpose of the report:	1. To receive authorisation to set up Task and Finish group supporting the recommission of the Repairs and Maintenance Contract.
Recommendation (s) to the decision maker (s):	1. To support the setting up of a Task and Finish Group to support the recommission of the Repairs and Maintenance Contract
Period for post policy/project review:	The project will be regularly reported to Members through scrutiny committees as the commissioning and procurement process progresses at least every 6 months.

1. Introduction:

1.1 Dacorum Borough Council (The Council) has a retained stock of approximately 10,200 homes and cares for circa 47,000 residents.

To fulfil landlord responsibilities, the Council requires service provision to undertake services in the following areas:

- Responsive repairs
- Capital delivery
- Cyclical servicing and inspections
- Compliance

The Council's Total Asset Management (TAM) contract with Osborne Property Services (OPSL) provides the majority of these services and associated functions. General functions are detailed in Table 1.

Table 1

Asset Management	Responsive Repairs	Capital Delivery	Compliance
<ul style="list-style-type: none"> • Strategic business planning • Data systems – capture and storage 	<ul style="list-style-type: none"> • Contact Centre • Responsive staff management • Fleet management 	<ul style="list-style-type: none"> • Commissioning • Procurement • Contract management • Technical staff 	<ul style="list-style-type: none"> • Service delivery • Monitoring and reporting • CDM Regs • Procurement Regs

<ul style="list-style-type: none"> • Data analysis • Stock condition information • Work phasing and delivery planning • Resident engagement and performance 	<ul style="list-style-type: none"> • Supply management • Repairs analysis • Preventative maintenance • Cyclical work 		
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The TAM contract commenced in July 2014 for a 10-year period with an estimated total spend of £235m. The Council recently extended the contract for a further 12 months until 30th June 2025 (with the option for a further 12 months through to June 2026) to allow for a comprehensive procurement process to be carried out prior to award of the next Repairs and Maintenance (R&M) Contract.

The Council are currently reviewing all of the above, to identify what the best delivery model is for the future R&M contracts. The Council are also looking at incorporating the maintenance of commercial properties in addition to housing assets as part of the new R&M contracts.

2 Task and Finish Group

- 2.1 As part of the recommission exercise it is proposed that a Task and Finish group be formed. The purpose of the group would be to review and challenge the proposed overarching strategy, methodology, approach and other key areas of focus.
- 2.2 It is envisaged that the group would highlight strengths and weaknesses, challenge contentious issues and identify opportunities and solutions. The Task and Finish Group would be set up in accordance with the provisions of the Council's constitution. Details of the programme of meetings will be finalised in consultation with the Portfolio Holder and the TAM Programme Group.
- 2.3 Paragraph 6.2 (page 42) of the Dacorum Constitution sets out that the The Chairman or Vice Chairman of an Overview and Scrutiny Committee can request the setting up of a Task and Finish Group to assist the Committee in the carrying out of its specific functions. The procedure for appointing Task and Finish Groups is set out in the Task and Finish Groups Procedure Rules (Part 4 of this Constitution).
- 2.4 Paragraph 2.5 (page 219) sets out that all Task and Finish Groups set up at the request of an Overview and Scrutiny Committee shall consist of at least six members. Comply with the political balance rules in section 15 of the Local Government and Housing Act 1985 and elect their own Chairman. Task and Finish Groups are informal bodies and shall have no decision making powers. There is no requirement to have formal agendas or minutes of meetings, although for the purposes of transparency it is recognised a summary note of meetings is advisable.
- 2.5 In reference to point 2.4 of this report it is recommended that 6 members are nominated consisting of 3 Liberal Democrats, 2 Conservative, and 1 Labour member. If the proposed task and finish group is agreed Group Leaders will be asked for nominations.

3 Options and alternatives considered

- 3.1 Not to have a task and finish group – this is not recommended as task and finish groups can be a valuable opportunity to support a key piece of work such as this recommission.
- 3.2 To set a Task and Finish Group up later in the process - it is recommended to have a Task and Finish Group set up at this stage as we need to progress at pace to ensure sufficient time is given for the re-procurement process, mobilisation of the new contract and demobilisation of the existing contract.

4 Consultation

4.1 Setting up a Task and Finish Group will contribute to the awareness of process and keep members informed regarding the next steps of the recommission process.

5 Financial and value for money implications:

5.1 None arising from this report

6 Legal Implications

6.1 None arising from this report

7 Risk implications:

7.1 None arising from this report

8 Equalities, Community Impact and Human Rights:

8.1 None

9 Sustainability implications

9.1 None

10 Council infrastructure

10.1 None

11 Conclusions:

11.1 In conclusion the committee is invited to support the setting up of a task and Finish Group to support the recommission of the Repairs and Maintenance Contract.

Housing & Community OSC Work Programme 2023/2024

OSC Chairs Meeting to discuss the forward plan:

12:00-13:00 – 26th Sept Via Teams

14:00-15:00 - 19 Oct via Teams

10:00-11:00 – 21st Nov via Team

14:00-15:00 – 24 Jan via Teams

Meeting Date	Report Deadline	Items	Contact Details	Background information
Wed 11 Oct 23	Friday 29 Sept 23	Action Points (from previous meeting)		<i>To review and scrutinise quarterly performance</i>
		Humanitarian Assistance	Natasha Beresford – Assistant Director Housing Operations and Safer Communities Natasha.beresford@dacorum.gov.uk	<i>To review and scrutinise quarterly performance</i>
		HTIP Progress Report	Simon Walton Simon.walton@dacorum.gov.uk Interim Head of Strategy, Quality and Assurance	
		Repairs and Maintenance Contract Recommission Task and Finish Group	Mark Pinnell – Assistant Director Property and Place Mark.pinnell@dacorum.gov.uk	

Wed 8 Nov 23	Friday 27th Oct 23	Action Points (from previous meeting)		<i>To review and scrutinise quarterly performance</i>
		Q2 Quarterly Budget Monitoring Report	Fiona Jump – Head of Financial Services Fiona.jump@dacorum.gov.uk	<i>To review and scrutinise quarterly performance</i>
		Q2 People and Communities Quarterly Reports	Natasha Beresford – Assistant Director Housing Operations and Safer Communities Natasha.beresford@dacorum.gov.uk	<i>To review and scrutinise quarterly performance</i>
		Q2 Housing (Property, Strategic & Delivery, Operations) & Safe Communities Reports	David Barrett – Assistant Director – Strategic Housing and Delivery David.barrett@dacorum.gov.uk Mark Pinnell – Assistant Director Property and Place Mark.pinnell@dacorum.gov.uk Natasha Beresford – Assistant Director Housing Operations and Safer Communities Natasha.beresford@dacorum.gov.uk	<i>To review and scrutinise quarterly performance</i>
		VCS Activity Report	Assistant Director - Place, Communities and Enterprise Diane.Southam@dacorum.gov.uk	

Wed 6 Dec 2023	24 Nov 2023	Action Points (from previous meeting)		To review and scrutinise quarterly performance
		**** Joint Budget**** <i>Ideally no further items to be added</i>		To review and scrutinise quarterly performance
		Strategy Housing (New)	David Barrett – Assistant Director – Strategic Housing and Delivery David.barrett@dacorum.gov.uk	To review and scrutinise quarterly performance
		Repairs & Maintenance Procurement Strategy	Mark Pinnell – Assistant Director Property and Place Mark.pinnell@dacorum.gov.uk	To review and scrutinise quarterly performance
		HRA Business Plan Refresh (Includes Draft Interim Asset Mgt Strategy and Rent Policy)	Mark Pinnell – Assistant Director Property and Place Mark.pinnell@dacorum.gov.uk	To review and scrutinise quarterly performance
		Fire Safety Legislation: Responsible Person and Duty Holder	Mark Pinnell – Assistant Director Property and Place Mark.pinnell@dacorum.gov.uk	
Wed 17 Jan 2024	Friday 5th Jan 2024			
		Action Points (from	Kayley Johnston	To review

		previous meeting)		<i>and scrutinise quarterly performance</i>
Wed 7 Feb 2024	Friday 26 January 2024	Action Points (from previous meeting)		<i>To review and scrutinise quarterly performance</i>
		Joint Budget <i>Ideally no further items to be added</i>		<i>To review and scrutinise quarterly performance</i>
Wed 13 March 2024	Friday 1 March 2024	Action Points (from previous meeting)		<i>To review and scrutinise quarterly performance</i>
		Q3 Quarterly Budget Monitoring Report	Fiona Jump – Head of Financial Services Fiona.jump@dacorum.gov.uk	<i>To review and scrutinise quarterly performance</i>
		Q3 People and Communities Quarterly Reports	Natasha Beresford – Assistant Director Housing Operations and Safer Communities Natasha.beresford@dacorum.gov.uk	<i>To review and scrutinise quarterly performance</i>
		Q3 Housing (Property, Strategic & Delivery, Operations) & Safe Communities Reports	David Barrett – Assistant Director – Strategic Housing and Delivery David.barrett@dacorum.gov.uk Mark Pinnell – Assistant Director Property and Place Mark.pinnell@dacorum.gov.uk	<i>To review and scrutinise quarterly performance</i>

		v.uk Natasha Beresford – Assistant Director Housing Operations and Safer Communities Natasha.beresford@dacorum.gov.uk	
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Public place protection order Revision -. Date tbc

Old Town Hall Review – Diane – TBC

Adventure Playground Review - Diane – TBC

Sports Strategy - Diane – TBC

Cultural Strategy - Diane – TBC

Leisure Contract Management – Diane - TBC

VCS Activity Report – Diane - TBC

VCS Commissioning – Diane – TBC

Rent Policy Update – Oliver Jackson – TBC

Housing and Community OSC

Actions arising – 2023

Date of meeting	Action point	Responsible for action	Date action completed	Update on action point
<p><u>19/07/23</u> <u>HC/048/23</u></p>	<p>To take to the Membership Development Steering Group the need for a session on the whole points system.</p>	<p>N Beresford</p>		<p>Actioned Planned for 26/10</p>
<p><u>13/09/23</u> <u>HC/52/23</u></p>	<p>Member development – a visit to the adventure playgroup to view the activities that are happening.</p>	<p>D Southam</p>		