



Home Office

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

## **Financial Year 2021-2022**

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

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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 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; and (ii) those relocated under the Afghan Relocation and Assistance Policy (ARAP) scheme and their immediate dependants.
- 1.5.
- 1.6. A “**Community Sponsor**” (or “**Sponsor**”) means a group or organisation which:
  - 1.6.1. exists and works for the benefit of the community rather than private shareholders, and
  - 1.6.2. 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
  - 1.6.3. has been approved by the Authority to support Beneficiaries brought to the UK through the ACRS, and
  - 1.6.4. can claim Funding to support English Language Provision for Adult Beneficiaries as at Schedule 1 Part 6 and Void Costs at **Annex D**.
- 1.7. A “**Clause**” means the clauses in this Funding Instruction.
- 1.8. The “**Community Sponsorship Scheme**” means the programme developed by the Authority to enable a Community Sponsor to support Beneficiaries for a period of twenty-four (24) Months following the start of their support by a Community Sponsor.
- 1.9. “**Critical Success Factors**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.10. “**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.
- 1.11. 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.

- 1.12. **“Day”** means any calendar day Monday through Sunday (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. **“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 September 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.
- 1.15. **“ESOL”** means a formal ‘English for Speakers of Other Languages’, or other equivalent formal language skill support.
- 1.16. **“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.
- 1.17. 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.
- 1.18. **“Formal Language Training”** 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:
- 1.18.1. Their delivery is led by qualified tutors, and
- 1.18.2. They are appropriate to individual Beneficiary’s abilities as identified following a diagnostic assessment led by a qualified ESOL tutor, and
- 1.18.3. They follow agreed curricula.<sup>1</sup>
- 1.19. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.20. **“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 areas and the commencement of the provision of housing and support and in accordance with the terms and outcomes of this Instruction.
- 1.21. **“Informal Language Training”** 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

<sup>1</sup> Please also refer to [the Excellence Gateway](#) for further information on the ESOL national curriculum and Skills for Life Curriculum



range of people including volunteers. It can include confidence building, active citizenship and a whole host of leisure or community activities.

- 1.22. **“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.
- 1.23. **“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.
- 1.24. **“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.
- 1.25. 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 Beneficiaries.
- 1.30. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.31. **“The Schemes”**, for the purposes of this Funding Instruction, means the Afghan Citizens Resettlement Scheme (ACRS) and the Afghan Relocation and Assistance Policy (ARAP).
- 1.32. **“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
- 1.33. **“SMP”** means Strategic Migration Partnership.
- 1.34. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient;
- 1.35. 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 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 UK, 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.

### 3. SCOPE

- 3.1. Claims can be made under this instruction for Beneficiaries who have arrived in the UK under one of the following schemes:
- 3.1.1. The Afghan Citizens Resettlement Scheme (ACRS), which provides those put at risk by recent events in Afghanistan with a route to safety. This scheme will prioritise: (i) those who have assisted the UK efforts in Afghanistan and stood up for values such as democracy, women's rights and freedom of speech, rule of law (for example, judges, women's rights activists, academics, journalists); and (ii) vulnerable people, including women and girls at risk, and members of minority groups at risk (including ethnic and religious minorities and LGBT). This scheme will resettle up to 20,000 people at risk, with 5,000 in the first year. 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 Her 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 1 September 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 Beneficiaries brought to the UK through the ACRS for a period of two (2) years.
- 3.3. 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 UK as further described in this Instruction.
- 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 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 1 September 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 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. 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.

- 5.12. For Beneficiaries where a UNHCR Resettlement Registration Form (RRF) or any other related document created by the UNHCR is provided to the Recipient, this must be shared only with delivery partners on a strict need to know basis.
- 5.13. The RRF and related documents must not be shared with the Beneficiary, nor with any other party outside of appropriate delivery partners, without the specific agreement of UNHCR London office.
- 5.14. 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.
- 5.15. 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.
- 5.16. 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.
- 5.17. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 5.18. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in **Annex B**.
- 5.19. 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 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 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 C**)
  - Property Void Costs (**see Annex D**)
  - Support for children with identified educational needs
  - Social Care provision
  - Universal Credit nominal top-up (**see Schedule 1, Clause 1.6**)
  - Additional Housing Support Costs (**see Annex F**)
- 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 E.**

- 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. Payments may also be made in order to cover additional housing costs that have been necessarily incurred by the Recipient to fund accommodation for larger families being resettled in the current financial year through the Schemes. The funding is available where needed to house ARAP families, and for families brought to the UK as part of the evacuation, who are being resettled under the ACRS. The funding is **not available** to house ACRS families who are resettled to the UK after 31 August 2021, as local authorities will have more time to identify suitable and affordable accommodation
- 6.17. Although the total Funding amount will be available for up to 3 years from the tenancy start date, the majority of the total Funding amount is to be allocated in year one (£10m) with the total Funding amounts tapered down in year 2 (£5m) and year 3 (£2m). During this time Recipients are expected to support families to find employment and to be able to fund their own accommodation.
- 6.18. Payments are potentially available to cover exceptional costs in relation to:
- 6.18.1. Securing larger properties (3 bedrooms or more) at affordable rents within the private rented sector through the offer of 'top up' funding to cover any gap between the Local Housing Allowance (LHA) and the market rent for a property. The top-up funding could be paid by the Recipient as a lump sum at the outset to secure a property which will be then be let at an affordable rent for the period of the tenancy. Alternatively, the Recipient may provide top-up funding to assist with the rent for a period of time until the family finds work, or for up to 12 months (whichever is the sooner).
  - 6.18.2. Covering any shortfalls in Universal Credit payments which impact on a family's ability to cover their rent. Recipients may wish to secure additional housing support costs in order to secure tenancies for families in the knowledge that rental costs can be covered, up to LHA level, should the family be subject to the benefit cap for any period during the first 12 months of their tenancy.
  - 6.18.3. Additional exceptional housing costs may also be covered by prior agreement with the Authority. This might cover, for example, additional costs to secure a smaller size property with prior agreement where there are particular needs that would not otherwise be met.

- 6.19. Recipients may apply for Funding under more than one of the above three categories set out for one household. If a Recipient is applying for Funding under more than one category in respect of a household, the Recipient must demonstrate that there is no duplication.
- 6.20. Before incurring additional housing 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 E.**

### General

- 6.21. Unauthorised spends that exceed the maximum stated Funding levels will not be reimbursed by the Authority.
- 6.22. In all instances, Funding received is to be pooled and managed across all the Beneficiaries supported by the relevant Recipient.
- 6.23. The relevant Recipient will be the single point of contact for invoicing and payments.
- 6.24. 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.
- 6.25. 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
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 Beneficiaries.
- 8.2. The Authority will require the Recipient to provide information and documentation regarding Beneficiaries for monitoring and evaluation purposes. Further information on those requirements will be provided in due course.

## 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 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 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. Beneficiaries to complain about the support and assistance provided by the Recipient,
  - 10.7.2. Reporting and management of 'cases of interest'<sup>2</sup>. 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"<sup>3</sup> 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 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

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<sup>2</sup> The Authority will provide guidance on 'cases of interest' upon request

<sup>3</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

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

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 (DBS) 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.

10.10.5. Safeguarding responsibilities and obligations apply 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. CONTACT DETAILS

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

[Afghanschemepayments@homeoffice.gov.uk](mailto:Afghanschemepayments@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 Beneficiaries are registered with utility companies and ensure that arrangements for payments are put in place (no pre-pay coin or card meter accounts)<sup>4</sup>.
- 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 Transport arrangements to accommodation will vary depending on where and when Beneficiaries have arrived in the UK and the quarantine arrangement in place at the time. Where appropriate the Recipient will meet and greet arriving Beneficiaries 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.
- 1.6 The Recipient will ensure that Beneficiaries 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 Beneficiary(s). Included in the annual tariff there 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 being processed.

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<sup>4</sup> 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 Contact Team.

## Casework Support

- 1.7 The Recipient should ensure that 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:
- 1.7.1 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 1.18-1.28),
  - 1.7.3 Attending local Job Centre Plus appointments for benefit Assessments (where necessary),
  - 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 as appropriate,
  - 1.7.6 Providing assistance with access to employment.
- 1.8 The Recipient shall develop an overarching (or framework) integration support plan and bespoke integration support plans for each family or individual for the first twelve (12) Month period of their support to facilitate their integration and 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 Beneficiaries 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 C**), 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 Beneficiaries 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.
- 1.13 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 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 children of school age.
- 1.16 To support the Recipient in achieving this obligation, the Authority will pay Funding in respect of Beneficiaries aged between 3 and 18 years (including those ACRS Beneficiaries brought in under the Community Sponsorship Scheme) to meet the:
- 1.15.1 provision of education in state-funded establishments; and
  - 1.15.2 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 (including schools, academies, free schools and Further Education colleges, as appropriate) who accept Beneficiaries 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 Beneficiaries**

- 1.19 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.
- 1.20 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.
- 1.21 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, acceptance on to the Scheme. This should be provided to Adult Beneficiaries 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 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 considered limited to:

- 1.21.1 Funding payments for mainstream Formal Language Training.
  - 1.21.2 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.
  - 1.21.3 Supporting the delivery of the minimum eight (8) hours provision per week (Part 1, paragraph 1.20 of this Schedule 1).
  - 1.21.4 Language training supporting access to employment, further education or higher education.
  - 1.21.5 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.
  - 1.21.6 Funding evening and weekend classes.
  - 1.21.7 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.
- 1.23 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 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 the 25% ESOL infrastructure element of the Funding (as set out in para 1.22) 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 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.
- 1.27 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 1.22.

- 1.28 In such instances as set out at paragraphs 1.25 and 1.26, 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.
- 1.29 Funding to support Adult Beneficiaries' 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 1.28, inclusive), on a standard per capita per annum rate for each Beneficiary as follows:

YEAR 1 UNIT COSTS <sup>5</sup>					
	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
<b>TOTALS</b>	<b>10,500</b>	<b>10,500</b>	<b>15,000</b>	<b>12,750</b>	<b>10,500</b>

- 1.31 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).
- 1.32 Payments will be made based on the age of the Beneficiary on arrival in the UK.
- 1.33 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**).
- 1.34 The remainder will be due in two equal instalments at the end of the fourth (4<sup>th</sup>) and eighth (8<sup>th</sup>) Months following the Beneficiary'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 E**.
- 1.36 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.
- 1.37 Where compelling circumstances exist, the Recipient may request additional funding for educational purposes in respect of Beneficiaries who are 18 years or younger and who are in full-time education. Such requests will be

<sup>5</sup> 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.

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.

## 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 Beneficiaries 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.
- 2.3 The Recipient should be able to explain how they are supporting Beneficiaries 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 year 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 <sup>6</sup>		
Timeframe	13-24 months	25-36 months
Rate	£6,000	£4,020

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

<sup>6</sup> 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 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:

<b>YEARS 2-3 FUNDING – PAYMENT PROFILE FOR ACRS &amp; ARAP ARRIVALS</b>		
<b><u>Arrivals into the support of the Local Authority between</u></b>	<b><u>Claim funding for</u></b>	
	<b>Year 2</b>	<b>Year 3</b>
01/09/2021 to 31/08/2022	31/08/2023	31/08/2024

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

- 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 <sup>7</sup>					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
<b>YEAR 1</b>					
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 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 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 the Beneficiaries, a Recipient may also be eligible to claim

<sup>7</sup> 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.

Funding for each Beneficiary supported up to the following maximum standard per capita rates:

<b>UNIT COSTS (£GBP) FOR SCHEMES<sup>8</sup></b>					
	<b>Adult Benefit Claimant</b>	<b>Other Adults</b>	<b>Children 5-18</b>	<b>Children 3-4</b>	<b>Children U-3</b>
<b>YEAR 1</b>					
Resettlement Costs	10,500	10,500	10,500	10,500	10,500
<b>YEAR 2</b>					
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 a Beneficiary's support requirements. It will, therefore, be for the Recipient to assess and determine each Beneficiary'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 Beneficiary 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 Beneficiary. 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.

<sup>8</sup> 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 The Funding is primarily intended to increase Adult Beneficiaries' 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 1.26 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 1.22 -1.23 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:

<b>Unit Costs (£GBP)<sup>9</sup> (see para 4.11 below)</b>	
Adult Beneficiary (aged 19+ on the start of Recipient support)	£850 – claim when Recipient support commences
Adult Beneficiary (aged 18+ on the start of Recipient support)	£850 – claim once Beneficiary attains 19 years

<sup>9</sup> 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.

- 4.8 Community Sponsors will claim these per capita payments for those Beneficiaries under the ACRS that 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, 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 1.19 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) 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 Beneficiary for whom the Funding is being claimed.
- 4.12 Claims for the £850 ESOL employability funding may be claimed for each Adult Beneficiary who, on the start of Recipient support, are 19 years+ or reach the age of 19 years within the first 12 months of that support.

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

### Outcomes

- 5.1 The Authority recognises that Beneficiaries 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 Beneficiaries (in particular, women with families) to integrate and become self-sufficient, with language skills and the ability to converse with other people paramount to unlocking opportunities. Removing this barrier is a key to assisting Beneficiaries to effectively settle 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 Beneficiaries 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](mailto: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.
- 5.7 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 Adult Beneficiaries supported by Community Sponsors may benefit from "Access to ESOL: Childcare Support Funding".

### Critical Success Factors

- 5.8 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. The Critical Success Factor is:
  - 5.8.1 Total number of individuals accessing ESOL as a result of this funding.
- 5.9 In addition, Recipients should report on the following:
  - 5.9.1 Number of ESOL classes attended which could not have been attended without access to childcare funding.
  - 5.9.2 Have there been any accessibility barriers related to childcare which this funding has not been able to overcome?

5.9.3 Any additional evidence of the benefits to those participating.

### Funding and Claims

5.10 In order to ensure a fair distribution of funds, the Authority may limit the amount of funding available based on the number of bids received and the degree to which they fulfil the assessment criteria.

5.11 Details of how to make claims for ESOL childcare can be obtained from [ESOLChildcare@homeoffice.gov.uk](mailto:ESOLChildcare@homeoffice.gov.uk)

	<b>Maximum UK-wide Funding available for Access to ESOL (Childcare) projects in 2021/22<sup>10</sup></b>
Access to ESOL childcare funding for ACRS Beneficiaries	£300,000
Access to ESOL childcare funding for ARAP Beneficiaries	£300,000

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](mailto:ESOLChildcare@homeoffice.gov.uk)

<sup>10</sup> 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 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 4.12 of this Schedule.

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

- 6.2 Claims for the £850 ESOL employability funding may be claimed for each Adult Beneficiary who, on the start of Recipient support, are 19 years+ or reach the age of 19 years within the first 12 months of that support.

# 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 Annex A – Year 1 initial claim
- ACRS Annex A – Year 1 subsequent claims
  
- ARAP Annex A – Year 1 initial claim
- ARAP Annex A – Year 1 subsequent claims
  
- ACRS Additional Housing Support Costs claim form
- ARAP Additional Housing Support Costs claim form
  
- Exceptional Costs claim form

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# ANNEX B – 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.<sup>1</sup>

## 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 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 Beneficiaries 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](mailto: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 Beneficiaries.
- 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 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.

## **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.

## **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 C – PROPERTY ADAPTATIONS FOR BENEFICIARIES

'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 above. The Schemes will consider reasonable property adaptation reversal costs – approval would need to be sought from the Afghan Schemes Payments Team prior to any work.

Property adaptations for Beneficiaries 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 Beneficiary.

## 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 £1,000
changing the height of kitchen work surfaces	£2,000
adapting your 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.

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## ANNEX D – 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 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.

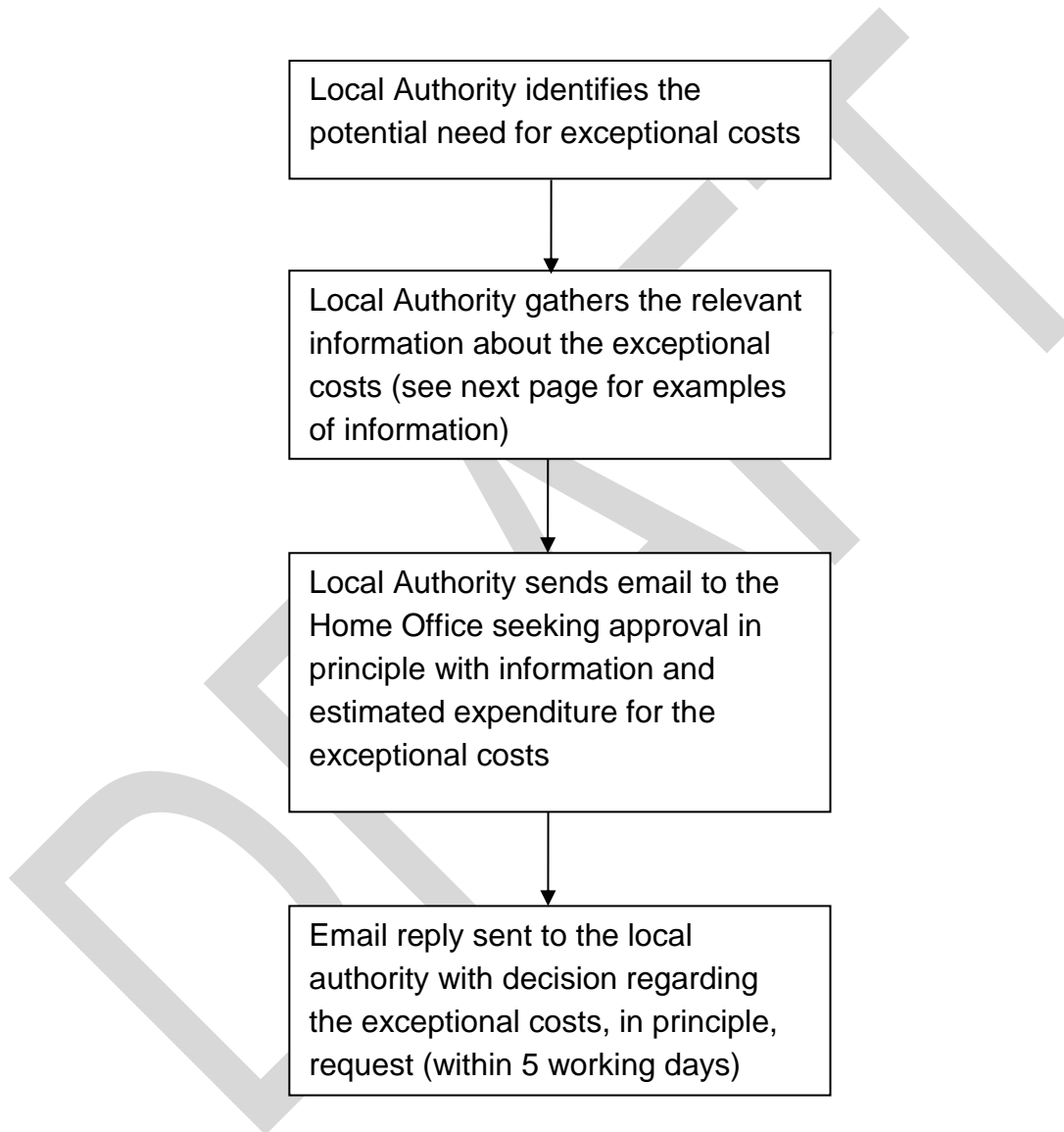
### Criteria

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) 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 E – GUIDE TO CLAIMING EXCEPTIONAL COSTS

In most circumstances 'In principle' approval would need to be sought from the Afghan Schemes Payments Team in advance of any work being undertaken. Where there is an urgency, please contact the Afghan Schemes 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 [Afghanschemepayments@homeoffice.gov.uk](mailto:Afghanschemepayments@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 F – GUIDE TO CLAIMING ADDITIONAL HOUSING SUPPORT COSTS

1. Funding is available towards additional housing costs that have been necessarily incurred by a Recipient to fund accommodation for larger families as set out below. Although the total funding amount will be available for up to 3 years from the tenancy start date, the majority is to be allocated in year one (£10m) with total funding amounts tapered down in year 2 (£5m) and year 3 (£2m). During this time local areas are expected to support families to find employment and to be able to fund their own accommodation.
2. The funding is available where needed to house ARAP families, and for families brought to the UK as part of the evacuation, who are being resettled under the ACRS. The funding is not available to house ACRS families who are resettled to the UK after 31 August 2021, as local authorities will have more time to identify suitable and affordable accommodation.
3. There are three potential payments available. Recipients may apply for funding under more than one category for one household. If a Recipient is applying for funding under more than one category in respect of a household, they must demonstrate that there is no duplication.

## **A. Payment to support with housing costs shortfall due to LHA/rental gap**

4. All properties secured for ARAP families should be within LHA or close to LHA limits so that tenancies are sustainable with or without the assistance of UC. In exceptional circumstances, funding is available to assist with securing larger properties in the private rented sector that are affordable for families, where there are no suitable properties available to let at LHA rental levels. Funding can cover one-off up-front payments to the landlord made in return for a rent reduction to within the LHA limit; or weekly ‘top up’ funding that is paid until the family are able to cover the full contractual rent without such support.
5. The following criteria will apply:
  - Funding is available to secure properties with 3 or more bedrooms in the private rented sector.
  - Tenancies secured using a one-off up-front payment should be for 2 or 3 years wherever possible, although, exceptionally, 12 months tenancies can be secured using this funding where that is the only option available.
  - Costs that can be recovered under this payment stream are to a maximum of £4,000 per household for tenancies inside London, and £3,000 per household for tenancies outside London; but should not exceed the amounts usually paid by the Recipient when securing properties for homeless households in the area.
  - Additional costs can be recovered where this is necessary to secure landlord agreement to extend a tenancy when the initial contract expires.



- Funding for weekly top-ups will be available for up to 12 months after support from the Recipient begins or until the household secures full time employment with sufficient salary to remove entitlement to UC, whichever is sooner.
- For each household placed, Recipients may receive funding for up-front payments or for weekly rental top ups, but not for both.
- The maximum amount that can be recovered, either as one-off payments or rental top-ups ,over the 3-year funding period is £6,000 inside London and £4,500 outside London.

6. Evidence of costs incurred required to support claim:

- For one-off up-front payments, invoice or receipt from landlord confirming payment to secure the tenancy.
- For rental top ups, evidence of contributions being made to the landlord AND evidence of UC assessment indicating household continues to be reliant on benefits whether or not they have obtained employment.

**B. Payment to support families reliant on Universal Credit (UC) limited by the benefit cap**

7. Recipients can claim funding towards shortfalls in universal credit where a household has their benefit capped. The funding is available where:

- The household has not secured sufficient paid employment to qualify for exemption from the benefit cap, and
- The Recipient has assisted the household to apply for any benefit cap exemption or grace period that might be available to them, and
- Due to the benefit cap, there is a shortfall between the amount that is required for the households combined living costs and rental payments within the universal credit award.

8. The following criteria will apply:

- The rent that will be considered when assessing shortfall funding will be the actual rent payable up to a maximum of Local Housing Allowance (LHA) entitlement.
- LHA is the amount available for the property size to which the family are entitled within UC regulations.
- The amount available for housing costs is the total available within the UC award and any other income after they have paid for other things like food and utilities.
- The funding will be available for the first 12 months of housing support, except where the local authority can demonstrate particular barrier(s) to the household gaining employment/benefit cap exemption.

Example (note: for illustrative purposes only and should not be relied upon for assessing likely costs):

Couple with 4 children age 2, 4, 9, 13 living outside London.

- A: UC standard and children allowance (£1,039) + child benefit standard (£273) = £1,312 pcm

- B: Housing costs for 4 bed property at LHA £1,093pcm
- C: Total benefit entitlement £2,405pcm (A+B)
- D: Benefit cap limit £1,667pcm
- UC benefit cap deduction (which amounts to the shortfall in benefit income available to cover combined housing and living costs) £738pcm (C-D)

9. Evidence of costs incurred required to support claim:

- Confirmation from DWP local partners that the household have yet to secure employment or exemption from the benefit cap.
- Copy of tenancy agreement confirming contractual rent payable.
- Copy of DWP UC assessment breakdown for the household.
- For funding beyond 12 months, statement co-signed by DWP to confirm the family has particular barriers to employment not covered by benefit cap exemptions; and that employment support is being provided.

10. The amount eligible for funding will be the whichever is the lowest of the benefit cap amount or housing costs amount within the UC assessment.

**C. Payment for exceptional costs outside the above criteria**

11. Recipients may submit requests for costs outside the above criteria to meet additional housing costs where there are exceptional needs or circumstances, not covered elsewhere in the funding arrangements. Before incurring Exceptional Costs, a Recipient shall seek agreement in writing from the Authority's Afghan Scheme 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 E**