



Home Office

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

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

Integration support

Financial Year 2022-2023

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

Date of issue 19 August 2022

Version 1.1



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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 (including family members of British Nationals) under Pathway 1; and (ii) those relocated under the Afghan Relocation and Assistance Policy (ARAP) scheme and their immediate dependants; and (iii) eligible British Nationals, (iv) in addition the ACRS has been expanded to include those who have been recognised as Refugees by UNHCR and resettled to the UK under ACRS Pathway 2, and (v) those relocated under the ACRS Pathway 3.

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

- 1.5. A “**British National**” means a person who holds one of the six types of British nationality. The six types are set out here: <https://www.gov.uk/types-of-british-nationality>.
- 1.6. A “**Case of Interest**” means a Beneficiary has:
 - Been arrested for an offence involving violence; weapons; terrorism/extremism; sexual offences (criminality).
 - Been subjected to a hate crime (hate crimes).
 - Had a PREVENT referral made regarding them (PREVENT referral).
 - Suffered a serious negative impact (or perceived they have) because of an act or omission by the Home Office and/or local authorities/delivery partners’ (perceived failing).
 - Been involved in any other incident which the media is aware of (potential media coverage).
- 1.7. A “**Community Sponsor**” (or “**Sponsor**”) means a group or organisation which:
 - 1.7.1. exists and works for the benefit of the community rather than private shareholders, and
 - 1.7.2. 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
 - 1.7.3. has been approved by the Authority to support those resettled to the UK under the ACRS or the UK Resettlement Scheme (UKRS), and
 - 1.7.4. can claim Funding to support English Language Provision for Adult Beneficiaries resettled under the ACRS as at Schedule 1 Part 6 and Void Costs at **Annex D**.

- 1.8. A “**Clause**” means the clauses in this Funding Instruction.
- 1.9. The “**Community Sponsorship Scheme**” means the programme developed by the Authority to enable a Community Sponsor to support those resettled to the UK under the ACRS or the UKRS for a period of twenty-four (24) Months following the start of their support by a Community Sponsor.
- 1.10. “**Critical Success Factors**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.11. “**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.
- 1.12. 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.
- 1.13. “**Day**” means any calendar day Monday through Sunday (inclusive).
- 1.14. “**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.
- 1.15. “**Eligible Expenditure**” means all costs, expenses, liabilities, and obligations that are related to, incurred by, or arise out of the delivery, activities, and operations of the Purpose by the Recipient during the funding period 01 April 2022 to 31 March 2023 and which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.16. “**Eligible British Nationals**” are those who:
- a) were evacuated from Afghanistan by UK military, other NATO countries or regional state during Operation PITTING
- OR**
- b) were assisted by HMG to leave Afghanistan after Operation PITTING, with this assistance commencing before 6 January 2022.
- [For the purpose of this funding instruction, assistance means eligibility was established by the FCDO for inclusion in Qatari Government charter flights from Kabul to Doha; or FCDO assistance to enable legal border facilitation from Afghanistan to a third country (such as submitting Note Verbales to host governments to seek permission for British Nationals to cross their borders).]*
- AND**
- c) entered bridging accommodation **OR** presented as homeless to a council.
- 1.17. “**ESOL**” means a formal ‘English for Speakers of Other Languages’, or other equivalent formal language skill support.
- 1.18. “**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.

- 1.19. 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.
- 1.20. **“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:
- 1.20.1. Their delivery is led by qualified tutors, and
 - 1.20.2. They are appropriate to individual Beneficiary’s abilities as identified following a diagnostic assessment led by a qualified ESOL tutor, and
 - 1.20.3. They follow agreed curricula.¹
- 1.21. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.22. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Beneficiaries for up to thirty-six (36) Months following their arrival into a local authority area and the commencement of the provision of housing and support and in accordance with the terms and outcomes of this Instruction.
- 1.23. **“Informal Language Training”** means language training provision that does not have any or all of the characteristics described in 1.18 for example, it can take place in any location, may or may not have a pre-set curriculum and will usually be provided in a structured or semi-structured way, delivered by a range of people including volunteers. It can include confidence building, active citizenship and a whole host of leisure or community activities.
- 1.24. **“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.
- 1.25. **“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.
- 1.26. **“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.
- 1.27. A **“Month”** means a calendar month.
- 1.28. **“MOVEit”** means the Authority’s online two-way file-sharing service that allows the sharing of Official and Official-Sensitive (IL2) data with other

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

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.

- 1.29. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.30. **“Personal Data”** has the meaning given to it in UK Data Protection Legislation.
- 1.31. 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.
- 1.32. **“Refugee”** means an eligible person who, regardless of their nationality has:
 - 1.32.1 been accepted as being in need by the Authority following referral by UN High Commissioner of Refugees (UNHCR), and
 - 1.32.2 arrived in the UK having been admitted to the Schemes,
 - 1.32.3 and has been resettled in England, Scotland, or Wales.
- 1.33. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.34. **“The Schemes”**, for the purposes of this Funding Instruction, means the Afghan Citizens Resettlement Scheme (ACRS) and the Afghan Relocation and Assistance Policy (ARAP), plus Eligible British Nationals.
- 1.35. **“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
- 1.36. **“SMP”** means Strategic Migration Partnership.
- 1.37. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.38. 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 Recipient’s area, including Educational costs (YEAR 1) – Schedule 1, Part 1,
 - 2.2.2. during the subsequent twenty-four (24) Months (YEARS 2 – 3) – Schedule 1, Part 2,
 - 2.2.3. on the Community Sponsorship Scheme (for ACRS Beneficiaries only) – Schedule 1, Part 3,

- 2.2.4. improve their English language skills in order to assist with integration and improve employability – Schedule 1, Part 4, and
 - 2.2.5. with childcare needs to attend Formal Language Training – Schedule 1, Part 5.
- 2.3. This Funding Instruction replaces any previously agreed terms and conditions between the Authority and the Recipients(s) to deliver support beneficiaries of the ARAP Scheme who arrived from 22 June 2021 onwards.

3. Scope

- 3.1. Claims can be made under this instruction for Beneficiaries who have arrived in the UK under one of the schemes stated at paragraphs 3.1.1 and 3.12, plus Eligible British Nationals.
- 3.1.1. The Afghan Citizens Resettlement Scheme (ACRS), which will prioritise those who have assisted the UK efforts in Afghanistan and stood up for values such as democracy, women’s rights and freedom of speech, the rule of law; and vulnerable people, including women and girls at risk, and members of minority groups at risk. This scheme will resettle up to 20,000 people at risk. Spouses, partners, and dependent children under the age of 18 of identified eligible individuals will be eligible for the scheme. Other family members may be eligible in exceptional circumstances. Unaccompanied children may be offered resettlement under the ACRS where it is determined that resettlement to the UK is in their best interests, and they have been identified as eligible for the scheme. Unaccompanied children resettled under ACRS will (unless in exceptional circumstances) be treated in the same way as Unaccompanied Asylum-Seeking Children (UASC) for funding purposes, and local authorities who accept unaccompanied children under the Scheme will be reimbursed in accordance with the relevant year’s UASC Funding Instruction not this Instruction.
- 3.1.2. The Afghan Relocations and Assistance Policy (ARAP), which went live on 1 April 2021, offers relocation or other assistance to those who served alongside our armed forces in Afghanistan and provided important support to 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 22 June 2021.**
- 3.2. To further support these commitments, the Community Sponsorship Scheme has been developed enabling Sponsors, instead of the Recipient, to provide

comprehensive wrap-around support to those resettled to the UK under the ACRS for a period of two (2) years.

- 3.3. The Afghan Citizens Resettlement Scheme (Pathway 2) is run in partnership with the United Nations High Commission for Refugees (The 'UNHCR'). It demonstrates the UK's support for the UNHCR's global effort to relieve the humanitarian crisis through the provision of resettlement opportunities for vulnerable people into communities with the UK who:
 - 3.3.1 have registered with the UNHCR; and
 - 3.3.2 the UNHCR consider meet one of their resettlement submission categories ²
- 3.4. The Recipient has made commitments to support the Schemes, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Beneficiaries for up to three (3) years after first arrival in the Recipient's area as further described in this Instruction.
- 3.5. 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.
- 3.6. Funding can be available to beneficiaries who are owed homelessness duties under the Housing Act 1996 and are being resettled via the scheme in discharge of those duties.
- 3.7. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and Schemes' evaluation purposes must be able to demonstrate that the Funding has been committed in supporting Beneficiaries and furthering the aims of the Schemes.

4. Duration

- 4.1. This Instruction sets out the terms under which the Authority will make Funding available to the Recipient, in respect of expenditure incurred supporting Beneficiaries. Claims under this instruction can only be made for Beneficiaries who started receiving support from a Recipient on or after 01 April 2022 to 31 March 2023.
- 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.

² See Annex B

- 5.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 5.3. Nothing in this Article 5 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Article 5. Further, this Article 5 shall not apply to information which is required to be disclosed pursuant to any law or pursuant to an order of any court or statutory or regulatory body.
- 5.4. The Recipient and the Authority will comply at all times with its respective obligations under UK Data Protection Legislation.
- 5.5. The Recipient shall ensure that any personal information concerning any Beneficiary disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a third party in accordance with the provisions of UK Data Protection Legislation. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:
 - 5.5.1. have in place appropriate policies and procedures to recognise and maintain the Beneficiary's need for confidentiality; and
 - 5.5.2. ensure that without the consent of a Beneficiary, details of that individual Beneficiary are not released to any organisation not party to this Instruction.
- 5.6. The Recipient shall not use any information which they have obtained as a result of delivering the Schemes (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 5.7. On receipt of personal data from the Authority, the Recipient will become an independent controller of that data in that the Recipient, in delivering the Schemes, will, at any time determine the purpose and means of the processing of the personal data. In doing so they shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data, will be individually and separately responsible for its own compliance and with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 5.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any personal data breach to the Information Commissioner's Office within 72 hours of identifying the initial incident.
- 5.9. In the event of any unauthorised disclosure the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Recipient shall be bound by and will abide by the decision of the Authority.
- 5.10. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such

unauthorised disclosure, including (but not confined to) any civil or criminal liability.

- 5.11. Prior to departure for the UK, ACRS Pathway 2 refugees will have signed a consent form confirming their willingness to share personal data with executive bodies and relevant delivery partners. The Authority will retain these forms and will allow inspection by the Recipient as requested.
- 5.12. The Authority also expects the Recipient to share relevant information on the delivery of the Schemes and on Beneficiaries with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of the Schemes which flows down the terms of the Data Sharing Protocol.
- 5.13. The UNHCR Resettlement Registration Form (RRF) or any other related document created by UNHCR about a Beneficiary (refugee), must only be shared with delivery partners on a need-to-know basis.
- 5.14. The RRF and related documents must not be shared with the refugee concerned, nor with any other party outside of appropriate delivery partners, without the specific agreement of UNHCR London office.
- 5.15. All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund the Schemes must be referred to the Authority's press office for their advice and/or action.
- 5.16. Where applicable, the Recipient and the Authority are required to comply with the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 5.17. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.
- 5.18. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 5.19. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in **Annex C**.
- 5.20. The provisions of this Article 5 shall survive the termination of this Instruction, however that occurs.

6. Funding

Eligible Expenditure

- 6.1. Monies provided must not be used for any purpose other than achieving delivery of the Schemes outcomes detailed 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 D**)
 - Property Void Costs (**see Annex E**)
 - Support for children with identified educational needs

- Social Care provision
- Universal Credit nominal top-up (**see Schedule 1, Clause 1.11**)
- Additional Housing Support Costs (**see Annex G**)

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

Additional Housing Support Costs

- 6.16. 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 through the ARAP and ACRS Schemes, as well as eligible British Nationals who were brought to the UK as part of the evacuation. The funding is **not available** to house ACRS families who are resettled to the UK after 31 August 2021 (i.e. who were not part of the evacuation). This decision was taken to ensure fairness given the policy justification was the mass evacuation, though we are keeping this under review.
- 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 2021-22 (£15m) with the total Funding amounts tapered down in 2022-23 (£7.5m) and 2023-24 (£3m). During this time Recipients are expected to support families to find employment with sufficient salary 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 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 employment with sufficient salary to remove entitlement to Universal Credit.
- 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.

- 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. After seeking feedback from local authorities, the streamlined process for checking eligibility for Additional Housing Support Costs Funding is contained within Annex G.

General

- 6.21. Unauthorised spends that exceed the maximum stated Funding levels at **Schedule 1, 1.31** 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.
- 8.3. This will include the provision of individual level information on Beneficiaries for the evaluation of the Schemes. The evidence form should only be submitted via the Authority's secure data transfer portal, "MOVEIT DMZ", to ensure compliance with UK Data Protection Legislation.
- 8.4. The Recipient shall provide information requested to monitor progress against the Statement of Outcomes. Visits may be made from time to time by the Authority or its appointed representatives, including the National Audit Office. Whilst there is no requirement for submission of detailed costings, the Recipient must be able to provide the costs for individual cases and will, if required, be expected to justify, explain, and evidence costs.
- 8.5. In all cases, to assist with monitoring and evaluation of the Schemes, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

9. Breach of funding conditions

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

10. Activities – general

Sub-contracting

- 10.1. When procuring works, goods, or services the Recipient must ensure that it complies with its statutory obligations, for example the Public Contracts Regulations 2015 in England, Northern Ireland, 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 Beneficiaries to complain about the support and assistance provided by the Recipient.

Staff Standards

- 10.8. At all times whilst delivering the Schemes the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government's "Code of Conduct for Recipients of Government General Grants"³ 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,

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

- 10.9.2. fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,
 - 10.9.3. ensure that Staff levels are appropriate at all times for the purposes of delivering the Schemes and ensure the security and well-being of all Beneficiaries, dependent children, and its Staff,
 - 10.9.4. take all reasonable steps to ensure that they and anyone acting on their behalf shall possess all the necessary qualifications, licences, permits, skills, and experiences to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient), and
 - 10.9.5. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by 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 (DBS2) checks. Where such checks reveal prior criminal convictions that might reasonably be regarded as relevant to the appropriateness of the individual to have unsupervised access, particularly to children under the age of 18, or where such checks are not possible because of identification issues, the Recipient shall follow its internal policy and carry out an appropriate risk assessment before an offer of employment is made, and
 - 10.10.3. who are likely to have unsupervised access to children under the age of 18 have been instructed in accordance with the relevant national child protection guidelines e.g. for people working in England, DfE's Working Together to Safeguard Children, 2015, and Local Authority's guidance and procedures, and
 - 10.10.4. providing immigration advice should be known to the Office of the Immigration Services Commissioner (OISC) in accordance with the regulatory scheme specified under Part 5 of the Immigration & Asylum Act 1999. The Recipient shall use all reasonable endeavours to ensure that Staff do not provide immigration advice or immigration services unless they are "qualified" or "exempt" as determined and certified by OISC.
 - 10.10.5. 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

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)⁴.
- 1.4 The Recipient will provide briefings on the accommodation and health and safety issues for all new arrivals including the provision of an emergency contact point.
- 1.5 Where the Recipient supports Beneficiaries, who are currently in bridging hotels, to find their own accommodation in the private rented sector they need to ensure that points 1.1 to 1.5 are met. There is an expectation for resettlement local authorities to make reasonable efforts to ensure private rented accommodation found by Beneficiaries is safe, and in reasonable condition; and that all families looking for their own accommodation have sufficient guidance to enable them to consider their relevant standards.
- 1.6 In the instance mentioned in 1.5, the Recipient should agree to provide full integration support for 36 months to the Beneficiaries to enable the Recipient to have access this funding. The Recipient may choose to support only the deposit and initial rent without providing further support, but this must come from other monies outside this funding.
- 1.7 Recipients can make use of the private rented sector and Ministry of Defence Service Family Accommodation for suitable offers of accommodation. Any

⁴ It is the Authority's preference that pre-pay coin or card meter accounts should not be used as these are generally more costly. Recipients seeking exceptions should liaise through the Authority's relevant Local Authority Engagement Team Strategic Regional lead.

expenditure incurred from the tariff for this purpose must meet similar thresholds of due diligence to ensure the effective use of public funds. Flexible use of the funding to enable private rented sector procurement may include but is not limited to:

- Deposits
- Landlord incentives
- Letting fees
- Necessary furnishings

- 1.8 No funding will be available to local authorities above the amounts set out in the Tariff and existing Funding Instructions, but local authorities are encouraged to allocate this flexibly and as they see fit to make use of all accommodation options. Local authorities will be expected to deliver on all the elements as set out in the Statement of Outcomes and are encouraged to proportion expenditure sensibly.

Initial Reception Arrangements

- 1.9 Transport arrangements to accommodation will vary depending on whether Beneficiaries are arriving directly from abroad or whether they are in a bridging hotel. 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.
- 1.10 The Recipient will ensure that Beneficiaries are provided with a welcome pack of groceries on their arrival – the content of this pack should consider the culture and nationality of the Beneficiary(s).
- 1.11 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. If Beneficiaries are already in receipt of mainstream benefits this initial cash allowance should not be provided.

Casework Support

- 1.12 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:
- 1.12.1 Assisting with the distribution of Biometric Residence Permits (BRP) cards following arrival. For Beneficiaries' coming from overseas you will need to distribute BRP cards. Those in bridging hotels will already have their BRP cards
- 1.12.2 Registering with local schools, or if Adults, English language, and literacy classes (see paragraphs 1.16 - 1.30), or other appropriate training.
- 1.12.3 Attending local Job Centre Plus appointments for benefit Assessments (where necessary),
- 1.12.4 Registering with a local GP, and other healthcare providers in line with identified medical needs,

- 1.12.5 Advice around and referral to appropriate mental health services and to specialist services as appropriate,
- 1.12.6 Providing assistance with access to employment.
- 1.13 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. The plan should consider the varying needs of individuals within households and how to support these needs and the needs of individuals on the basis of their characteristics.
- 1.14 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.
- 1.15 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).
- 1.16 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of the Schemes' delivery.
- 1.17 Where Beneficiaries are not accessing key services, including where needs on the basis of protected characteristics may not be met or where Recipients are otherwise concerned about the welfare of Beneficiaries or their dependants, Recipients are asked to contact their regional contact officer.

Requirements for Beneficiaries with special needs/assessed community care needs

- 1.18 In order to facilitate a Recipient's need to make additional arrangements, such as property adaptations (see also **Annex D**), for each Beneficiary identified as potentially having special needs/community care needs the Authority will ensure, as far as possible, that these needs are clearly identified and communicated to the Recipient a minimum of forty-two (42) Days prior to the arrival in the UK of each Beneficiary. Where 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.
- 1.19 Where special needs/community care needs are identified only after arrival with the Recipient, you will use best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.
- 1.20 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.⁵

⁵ Case of Interest procedure – further information can be obtained from Local Authority Engagement Team Strategic Regional lead.

Provision of Education for U18s

- 1.21 The Recipient has a statutory duty for ensuring educational places are available for children of school age.
- 1.22 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:
- 1.22.1 provision of education in state-funded establishments; and
 - 1.22.2 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.
- 1.23 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.
- 1.24 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

- 1.25 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.
- 1.26 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.
- 1.27 If Formal Language Training is deemed appropriate according to their assessment, the Adult Beneficiary should be able to access a minimum of eight (8) hours per week within one (1) Month of arrival or, for those already in the UK, at the start of Recipient support. This should be provided to Adult Beneficiaries until they have reached Entry Level 3 or for at least twelve (12) months after the start of Recipient Support, (whichever is the sooner).
- 1.28 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:

- 1.28.1 Funding payments for mainstream Formal Language Training.
 - 1.28.2 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.
 - 1.28.3 Supporting the delivery of the minimum eight (8) hours provision per week (Part 1, paragraph 1.20 of this Schedule 1).
 - 1.28.4 Language training or preparation for language proficiency tests supporting access to employment, further education, or higher education.
 - 1.28.5 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.
 - 1.28.6 Funding evening and weekend classes.
 - 1.28.7 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.
- 1.29 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.
- 1.30 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 1.23) can be used to support activities that help overcome accessibility barriers [childcare funding should be claimed separately, as described at Part 5].
- 1.31 The Recipient, however, should look to utilise other local or central funding sources or services, wherever possible.
- 1.32 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.
- 1.33 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 1.23.
- 1.34 In such instances as set out at paragraphs 1.27 and 1.28, the Recipient should encourage the Adult Beneficiary to access Formal Language Training in the future. This is because Informal Language Training cannot provide

accredited qualifications which are often necessary for accessing employment, further study, or training.

- 1.35 An additional amount of Funding is also available to Recipients, to increase Adult Beneficiaries' access to Language Training appropriate to their ability and needs. This is outlined in Part 4 of this Schedule 1. This is a single payment to be claimed within the first 12 months of arrival or, for those already in the UK, the start of Recipient support.

Delayed and Cancelled Arrivals

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

Funding and Claims Process

- 1.38 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 1.33, inclusive), on a standard per capita per annum rate for each Beneficiary as follows:

Year 1 unit costs ⁶					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
	£	£	£	£	£
Local Authority Costs	10,500	10,500	10,500	10,500	10,500
Education	0	0	4,500	2,250	0
Totals	10,500	10,500	15,000	12,750	10,500

- 1.39 Payments will be based on the age of the Beneficiary on arrival in the Recipient's area.

⁶ 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.

- 1.40 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).
- 1.41 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**).
- 1.42 The remainder will be due in two equal instalments at the end of the fourth (4th) and eighth (8th) Months following the Beneficiary's arrival in the UK.
- 1.43 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**.
- 1.44 Funding received is to be pooled and managed across all the Beneficiaries supported by the relevant Recipient.
- 1.45 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.
- 1.46 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 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. Support should be tailored and particularly consider how to best support Beneficiaries with particular barriers to integration as well as having due regard to protected characteristics.
- 2.3 The Recipient should be able to explain how they are supporting 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 years until the end of the third year.

- 2.5 The key principles of the Funding are that it:
- 2.5.1 provides a per Beneficiary annualised tariff (see table 2.6),
 - 2.5.2 is not ringfenced,
 - 2.5.3 supports programme evaluation and reporting, and
 - 2.5.4 can be pooled across all Beneficiaries that a Recipient is supporting.
- 2.6 A maximum of two (2) annual flat rate payments may be claimed by a Recipient for each Beneficiary supported:

Year 2 to 3 – Unit costs ⁷		
Timeframe	13-24 months	25-36 months
Tariff	£6,000	£4,020

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

Years 2-3 funding – Payment profile for ACRS & ARAP arrivals		
<u>Arrivals into the support of the Local Authority between</u>	<u>Claim funding for</u>	
	Year 2	Year 3
22/06/2021 to 21/06/2022	21/06/2023	21/06/2024
22/06/2022 to 21/06/2023	21/06/2024	21/06/2025

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

3. Part 3 – Statement of outcomes for recipients in relation to community sponsorship for ACRS beneficiaries only

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

Reimbursement for Education Costs

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

Unit costs (£GBP) for schemes ⁸					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
Year 1					
Education	0	0	4,500	2,250	0

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

Reimbursement for other Support Costs during Years 1 and 2

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

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

Unit costs (£GBP) for schemes ⁹					
	Adult Benefit Claimant	Other Adults	Children 5-18	Children 3-4	Children U-3
Year 1					
Resettlement Costs	10,500	10,500	10,500	10,500	10,500
Year 2					
Resettlement Costs	6,000	6,000	6,000	6,000	6,000

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

Funding for Year 3

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

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

4. Part 4 – Access to ESOL: Statement of outcomes for additional funding to support English language provision for adult beneficiaries

Increasing Access to Language Training

- 4.1 As noted in Part 1, paragraph 1.30 of this Schedule 1, the additional Funding available is primarily intended to increase 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:

Unit Costs (£GBP)¹⁰ (see para 4.11 below)	
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

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

- 4.8 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, 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) to receive payment. ESOL should be inserted in column O of the Annex and the standard tariff of £850 inserted in column P against each Beneficiary for whom the Funding is being claimed.
- 4.12 Claims for the £850 additional ESOL funding may be claimed for each Adult Beneficiary who, on the start of Recipient support, is 19 years+ or reaches the age of 19 years within the first 12 months of that support.

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, Community Sponsors and/or regional co-ordination bodies (i.e. Strategic Migration Partnerships), across the UK to address this problem.
- 5.4 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure to overcoming 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
- 5.6 Projects could provide:
 - 5.6.1 traditional forms of childcare such as crèches or playgroups, or
 - 5.6.2 tailored childcare on the same site as ESOL classes, or
 - 5.6.3 more innovative approaches such as providing family learning events to help adults learn English when they are unwilling or unable to leave their children. Family learning projects must meet the twin requirements of catering for children and providing language training for adults.
- 5.7 This list is not exhaustive. Further guidance on Eligible and Ineligible expenditure can be provided by the Home Office on request.

Funding and Claims

- 5.8 To ensure a fair distribution of funds, bids will be assessed by the Authority against criteria related to identification of need, outcomes, and risk mitigation. A percentage of the requested funding will be awarded based on the outcome of this assessment. Further bids related to unforeseen circumstances or unexpected arrivals can be made during the financial year.
- 5.9 Details of the assessment criteria and how to bid for ESOL childcare can be obtained from ESOLChildcare@homeoffice.gov.uk

	Maximum UK-wide Funding available for Access to ESOL (Childcare) projects in 2022/23¹¹
Access to ESOL childcare funding	£1,800,000

Critical Success Factors

- 5.10 The Authority has designed a set of indicators to assess the effectiveness of the Funding in achieving its outcome. The Critical Success Factor is:
- 5.10.1 Total number of individuals accessing ESOL as a result of this funding.
- 5.11 In addition, Recipients should report on the following:
- 5.11.1 Number of ESOL classes attended which could not have been attended without access to childcare funding.
- 5.11.2 Have there been any accessibility barriers related to childcare which this funding has not been able to overcome?
- 5.11.3 Any additional evidence of the benefits to those participating.
- 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

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

6. Part 6 – Community sponsorship access to funding

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

- 6.1 Community Sponsors can claim Additional Funding to support English Language provision for Adult Beneficiaries resettled under the ACRS as per Part 4, paras 4.7 to 4.12 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 additional ESOL funding may be claimed for each Adult Beneficiary resettled under the ACRS who, on the start of Recipient support, is 19 years+ or reach the age of 19 years within the first 12 months of that support.
- 6.3 Community Sponsors may also bid for the funding available for childcare to facilitate participating in Formal Language Training activity, as set at in Part 5 of this Schedule 1.

Annex A – Expenditure claim pro-forma

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

- ACRS/ARAP Annex A – Year 1 initial claim
- ACRS/ARAP Annex A – Year 1 subsequent claims
- ACRS/ARAP Annex A – Year 2 claims

- Housing Costs Fund Checklist
- ACRS Additional Housing Support Costs claim form
- ARAP Additional Housing Support Costs claim form

- Exceptional Costs claim form

Annex B – UNHCR resettlement submission categories

The Authority is responsible for identifying suitable Refugees for resettlement to the UK under the UK Resettlement Scheme in liaison with the United Nations High Commission for Refugees (UNHCR) based upon the following seven resettlement submission categories¹²:

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

*UNHCR's Categories of Children and Adolescents at Risk

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

¹² As defined in the UNHCR's Resettlement Handbook (<http://www.unhcr.org/46f7c0ee2.pdf>)

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

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

- ***Children at risk of refoulement¹³***: Person below the age of 18 who is at risk of being returned to the frontiers of territories where his/her life or freedom would be threatened, or where he/she is at risk of persecution for one of more grounds of the 1951 Refugee Convention, including interception, rejection at the frontier or indirect *refoulement*.
- ***Children at risk of not attending school***: Person below the age of 18 who is unable or unwilling to attend school or is at heightened risk of interruption or discontinuation of his/her education.
- ***Children survivors of (or at risk of) violence, abuse, or exploitation, including Sexual and Gender-Based Violence (SGBV)***: Person below 18 years of age, who is at risk of physical and/or psychological violence, abuse, neglect, or exploitation. The perpetrator may be any person, group, or institution, including both state and non-state actors.

¹³ Refoulement means the expulsion of persons who have the right to be recognised as refugees.

Annex C – Data sharing protocol (DSP)

1. Aims and objectives of the DSP

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

2. Data protection legislation

- 2.1 The UK Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The UK Data Protection Legislation requires that all transfers of information fall within its six data protection principles. The Recipient, when processing personal data in connection with the Instruction, must comply with these principles of good practice.
- 2.2 Personal data must be processed in accordance with the following six data protection principles:
 - i. 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 during their official role, and to protect information which is held by them in accordance with the UK Data Protection Legislation. Such measures include:
- not discussing information about a Beneficiary in public; and
 - not disclosing information to parties who are not authorised to have access to the shared information.
- 3.2 In addition to the above, the Recipient must ensure that:
- personal data received is processed solely for the purposes of discharging their obligations for supporting 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
 - 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, and may include:

5.1.1 Family Questionnaire (where available)

5.1.2. Temporary bridging hotel individual survey

- 5.2 The Authority will share with the Recipient the following documents for an ACRS Pathway 2 Refugee:

5.2.1 UNHCR Resettlement Registration Form (RRF)

5.2.2 IOM Migration Health Assessment form (MHA)

5.2.3 UNHCR Best Interest Assessments and Determinations

5.2.4 ION Pre departure Medical Screening Form (PDMS) and Pre-Embarkation Certificate (PEC).

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

UNHCR Resettlement Registration Form (RRF)

- Biographic data for each Refugee including marital status, religion. Ethnic origin, contact details in host country;
- Education, skills, and employment summary;
- Known relatives of the principal applicant and spouse not included in referral submission;
- Summary of the Basis of the Principal Applicant's Refugee Recognition¹⁴;
- Need for resettlement¹⁵;

¹⁴ Classed as special category data under UK Data Protection Legislation.

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

- Specific needs assessment¹⁶;
- The number of people within a family due to be resettled, age and gender or family members;
- The language spoken;
- Ability to communicate in English; and
- Any known specific cultural or social issues¹⁷.

MHA Form

- Consent from Refugee to conduct a medical examination;
- Consent from the Refugee to Medical Advisors to disclose any existing; medical conditions to the Authority necessary for the resettlement process¹⁸.

Best Interest Assessments and Determinations

- Information about any particular safeguarding circumstances and an assessment of the best interests of the individuals affected¹⁹.

PDMS Form and PEC

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

6. Storage, retention and destruction schedule

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

7. Central points of contact for issues, disputes and resolution

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

¹⁶ Depending on the content, this could be classed a potentially special category data under UK Data Protection Legislation.

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

¹⁸ Classed as special category data under UK Data Protection Legislation.

¹⁹ Depending on the content, this could be classed a potentially special category data under UK Data Protection Legislation.

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 D – 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.

Annex E – Void costs for *four bedroom properties

1. Local authorities are already able to use the Year One tariff (see Schedule 1, Part 1) to pay for a period of void costs. To reflect this, fifty-six (56) Days void costs ('voids') are already built into the tariff to enable Recipients to secure properties before Beneficiary families arrive.
2. The Authority understands the supply challenges associated with securing *four (4) or more bedroom properties 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.

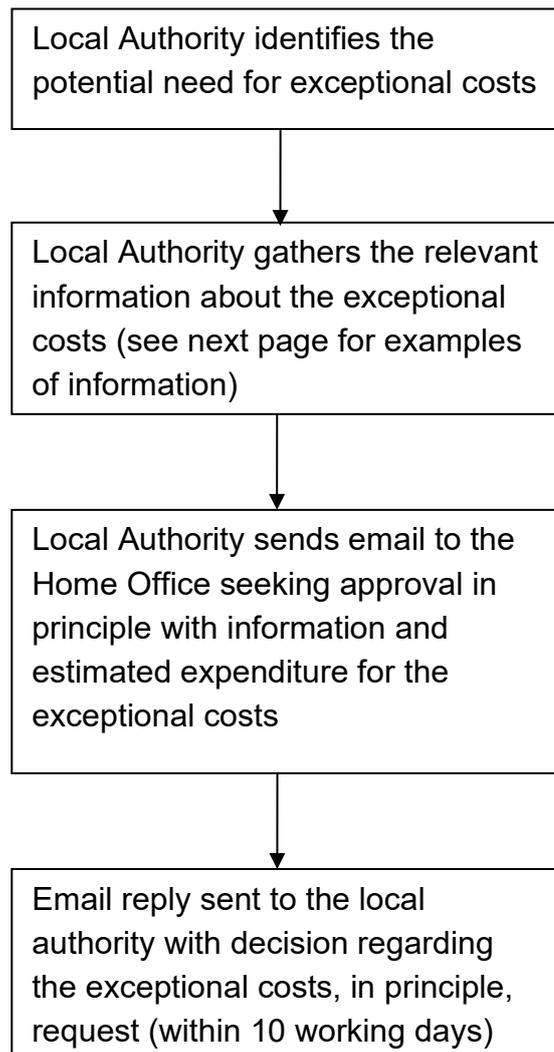
Criteria

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

Annex F – Guide to claiming exceptional costs

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 (if no personal information); or
- Via MOVEit SRP Annex A account.

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

- Payment Advice sent to local authority

Annex G – Guide to claiming additional housing 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 (£15m) with total funding amounts tapered down in year 2 (£7.5m) and year 3 (£3m). 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, for families brought to the UK as part of the evacuation, who are being resettled under the ACRS, and eligible British Nationals. The Government is providing this funding in recognition of the need arising from the evacuation to find a significant number of properties in a short space of time. The funding is not available to house ACRS families who were not part of the evacuation concluding on 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.
4. For all three potential payments the Recipient should consider the sustainability of the property for the family in the longer-term. Payments can be made to help the family pay the rent in the short term while they settle and secure employment, but the aim should be for the family to be able to pay the rent in full using income from employment and/or benefits as soon as possible.
5. The expectation is that most families will not require support from this funding beyond the first 12 months during which the tenancy is secured. However as set out above, there is provision for some continuation of funding in years 2 and 3 for households who are not yet able to pay their rent in full. Recipients should make an initial application for funding to secure the tenancy and sustain it for at least the first 12 months. If, by exception, further funding is required beyond the initial 12-month period, the Recipient may apply again, but should provide evidence (as set out below) that the household has been supported to try and secure employment and/or access all benefits to which they are entitled but still has an ongoing requirement to support the housing costs.
6. If an application for funding is approved, funding will be made available to the Recipient. The Recipient should make the agreed payment direct to the landlord and not to the household, this will mean the household's benefit entitlement is unaffected.
7. Many LA Housing and Homelessness teams will make payments similar to those set out below in order to support households who are homeless or at risk of homelessness. The Recipient is advised to seek assistance from the LA Housing

and/or Homelessness team if the Recipient is unfamiliar with engaging private sector landlords and making such arrangements.

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

8. All properties secured for Beneficiaries should be within Local Housing Allowance (LHA) or close to LHA limits so that tenancies are sustainable with or without the assistance of Universal Credit (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.
9. Where a one-off upfront payment is made, Recipients will ideally secure a 2 or 3-year tenancy at the outset by making an initial upfront payment up to the maximum amount for initial payment set out below. We recognise additional funding might be required to extend a tenancy in the second or third year if the Recipient was unable to secure a 2- or 3-year tenancy and the household has not secured employment. This is reflected in the differential amounts of funding set out in the criteria below.

10. The following criteria will apply to this part A:

- Funding is available to secure properties with 3 or more bedrooms in the private rented sector.
- For each household placed, Recipients may receive funding for **up-front payments** or for **weekly top ups**, but not both.

Upfront Payments

- Tenancies secured using a one-off up-front payment should be for 2 or 3 years wherever possible, although, exceptionally, a 12-month tenancy can be secured using this funding where that is the only option available.²⁰
- Additional Costs of further up-front payments can be recovered, within the maximum amounts set out below where this is necessary to secure landlord agreement to extend a tenancy when the initial contract expires.

Weekly top ups

- Funding for weekly top-ups will be available until the household secures employment with sufficient salary to remove entitlement to Universal Credit.
- Where a weekly top up is made, 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.

²⁰ The requirement for a fixed duration does not apply in Scotland where tenancies secured using this funding should be private residential tenancies which are ongoing, in line with Scottish tenancy legislation.

Maximum amounts

- Costs that can be recovered for an initial one-off upfront payment 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.
- The maximum amount that can be recovered, either as one-off payments or rental top-up, over the 3-year funding period is £6,000 inside London and £4,500 outside London.

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

A local authority has identified a 3-bedroom property suitable for a family of 6 outside London, but the rent is in excess of the Local Housing Allowance (LHA) rate and the landlord is not willing to let the property at LHA level. The monthly rent is £800 per calendar month (pcm) and the LHA is £680, leaving a shortfall of £120 pcm. The landlord is willing to offer a two-year tenancy recognising the need to provide a settled home.

Option 1: One-Off Top Up

The LA offers to provide a top up payment to the landlord in return for a two-year tenancy at LHA level.

- Difference between property rent and LHA = £120 pcm
- For a two-year tenancy the LA offers a one-off payment of $24 \times £120 = £2880$

After 2 years the landlord proposes a rent increase to £810 pcm, which is the market rent that can be achieved for this property. The family are settled and in employment but on a low income and claiming Universal Credit. The LA assessment is that they cannot afford a rent above £680 pcm and offers the landlord a payment to extend the tenancy for a further year whilst the family try to increase their income or look for alternative housing.

- Difference between property rent and LHA = £130 pcm
- For a one-year tenancy the shortfall is $12 \times £130 = £1560$
- Total funding over 3 years is £4440 (£2,880+£1,560) and within the maximum available over the 3 years for properties outside London and therefore can be covered in full by the fund.

Option 2: Weekly Top-Ups

A local authority has identified a 4-bedroom property suitable for a family outside London where the rent is £50 pcm above LHA rate. The LA agrees with the landlord that the property will be let on the contractual rent and commits to cover the shortfall of rent between the LHA and contractual amount until the family have secured employment with sufficient salary to remove their entitlement to Universal Credit. When securing the property, the LA has satisfied itself the rent is at a level that is affordable for working families in the area who are not in receipt of Universal Credit to assist with housing and other costs.

11. Evidence of costs incurred required to support claim:

Couple with 4 children aged 2, 6, 9, 13 living outside London.

- A: UC standard allowance (£526) and children allowance (£779) + child benefit (£282) = £1,587 pcm
- B: Housing costs for 4 bed property at LHA £875pcm
- C: Total benefit entitlement £2,462pcm (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) £795pcm (C-D)

14. Evidence of costs incurred required to support claim:

- 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.

15. 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

16. 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. Such circumstances should be genuinely exceptional and not simply a request for costs that exceed the maximum amounts set in parts A and B above.

17. 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 F.**

Process for checking eligibility for Additional Housing Support Costs Funding

18. The Authority has developed a checklist at Annex H to assist Recipients in checking a property will be eligible for the Additional Housing Support Costs Funding at the rent level agreed with the landlord before submitting a property offer. Where the Recipient has accurately completed Part A of the checklist and satisfied themselves that any shortfall between the LHA and rent is within the maximum amounts in Part A of this fund, the Recipients can be assured that the requested funding will be provided from the fund.

19. If the Recipient is unfamiliar with the terminology or calculations required in the checklist, we recommend seeking advice from the LA housing or homelessness team who are likely to be familiar with the terms and calculations required. If the Recipient remains unsure if the property is eligible for the additional funding, they may forward the checklist to the Authority Afghan Payments Team for verification,

although the Recipient should note this may delay the process and is therefore advised to seek support of local housing colleagues in the first instance.

20. Part B of the checklist does not need to be completed at the point the Recipient makes a property offer. The Recipient will not be able to complete Part B of the checklist until a family has been matched to the property and benefit entitlement is known, to help the Recipient calculate how much of any benefit cap shortfall can be claimed. The housing costs element of a benefit cap shortfall will be covered in full by the funding for at least the first 12 months. There are no conditions on the property size for this element of the fund.
21. A completed checklist must be submitted alongside any claims for the Additional Housing Support Costs Funding. This will assist the Authority's Afghan Payments Team in verifying and processing claims. Failure to provide a completed checklist will delay payment of such claims.
22. All claims under the Additional Housing Support Costs funding should be claimed in arrears and supported with evidence of expenditure.

Annex H – Check lists for additional housing support claims

1. This document is intended to support local authorities (LAs) understand how the Additional Housing Support Costs Fund can be used to secure properties suitable for Afghan families and individuals via the resettlement schemes and be submitted as evidence alongside a claim for the Additional Housing Support Costs Fund. The Additional Housing Support Costs Fund provides additional funding to ensure housing offers are affordable and sustainable.
2. A completed checklist must be submitted alongside any claim for the Additional Housing Support Costs Funding. Refer to **Annex G** for full details of the funding and process for making claims.
3. The Additional Housing Support Costs Fund is only available for households being resettled through the Afghan Relocation and Assistance Policy (ARAP), and for those who arrived in the UK before 31 August 2021 via the evacuation from Afghanistan and are being (i) either resettled through the Afghan Citizens Resettlement Scheme (ACRS) or are (ii) are British Nationals being provided with resettlement support.
4. There are worked examples for different claims that can be made and what they would equate to financially from page 4 onwards.
5. **Information on Terms Used**
 - **Local Housing Allowance (LHA)** is used by DWP to calculate the maximum amount that people renting from a private landlord can claim towards their housing costs. It is based on the location and the number of bedrooms that the household needs. The weekly LHA rates for each area can be found [voa.gov.uk](https://www.voa.gov.uk) and the monthly amounts used by DWP for UC calculations [Universal Credit Local Housing Allowance rates: 2022 to 2023 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/universal-credit-local-housing-allowance-rates-2022-to-2023)
 - An **LHA shortfall** arises where the contractual rent that the landlord is asking the tenant to pay is above the amount that can be claimed through LHA for the property.
 - The **Housing Costs element of a Universal Credit (UC) claim** is the maximum amount that the UC claimant can be paid towards their rent, which will either be the contractual rent amount or the LHA amount, whichever is lower.
 - The **benefit cap** is the maximum amount of money a claimant can receive on UC if they are of working age and not eligible for an exemption. Information on exemptions from the benefit cap are available [Benefit cap: When you're not affected - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/benefit-cap-when-youre-not-affected)

Benefit Cap Amounts for Families/Single People by Location				
Household Type	Location	Benefit Cap Amounts		
		Per Week	Per Calendar Month*	Per Year
Couples with or without children and lone parents	London	£442.31	£1916.67	£23,000
	Outside London	£384.62	£1666.67	£20,000
Single people without parental responsibilities	London	£296.35	£1284.17	£15,410
	Outside London	£257.69	£1116.67	£13,400

*UC is paid monthly, and so the DWP calculations will refer to the calendar month amount.

Additional Housing Support Costs Fund Checklist	Y/N
Eligibility	
To be eligible for the funding, the household fall within one of the three criteria below.	
The household is being resettled under the ARAP scheme	
The household is being resettled under the ACRS scheme and arrived from Afghanistan before 31 August 2021 as part of the evacuation	
The household contains British Nationals who arrived from Afghanistan before 31 August 2021 as part of the evacuation	
<i>If you are not able to answer yes to one of the three boxes above, you cannot claim the funding and should end the checklist here.</i>	
Summary of Funding Available	
<p>There are three parts to the fund. LAs may apply for one or more part.</p> <ul style="list-style-type: none"> • Housing costs shortfall due to gap between LHA and rent for large (3+bed) private rented sector (PRS) properties (complete Part A of the checklist) • Housing costs shortfall for families reliant on Universal Credit (UC) limited by the benefit cap (complete Part B of the checklist – note: there is no property size criteria for this element of the fund) • Exceptional costs outside the above criteria (see Part C for information – you must seek approval in advance from the Home Office Payments Team before claiming this element of the funding) 	
Part A: Funding to cover LHA shortfalls	
To be able to claim this element of the funding you must be able to answer yes to the following statements.	
The property has 3 or more bedrooms	
The property is a private rented sector property and is let on an Assured Shorthold Tenancy (AST)	
<p>The landlord has agreed to let the property for a 12-month tenancy at a minimum.</p> <p><i>Note – 2- or 3-year tenancies are preferred but a 12-month tenancy is permitted where this is the only option available.</i></p> <p><i>Note – the requirement for a fixed duration does not apply in Scotland where tenancies secured using this funding should be private residential tenancies which are ongoing, in line with Scottish tenancy legislation.</i></p>	
There is a gap between the rent that the landlord is asking for and the Local Housing Allowance rate.	
<i>If you are not able to answer <u>yes</u> to all of the statements above*, you are not able to claim this element (Part A) of the funding. If you are able to answer <u>yes</u> to the statements above, complete the next section to check</i>	

<i>the amount you wish to claim is within the maximum amounts.</i> <i>*Note – claims from Scotland do not need to meet the fixed duration requirement.</i>	
To calculate the amount of funding you wish to claim from this Part A, complete the section below	
(A) What is the monthly Local Housing Allowance for the property?	£
(B) What is the monthly rent for the property?	£
(C) What is the monthly shortfall between the rent and the LHA rate? [B – A = C]	£
(D) What is the annual shortfall? [C x 12 = D]	£
(E) What is the shortfall over 3 years (<i>the maximum duration of the funding</i>)? [D x 3 = E]	£
<i>The maximum funding available for this Part A over 3 years is £6,000 inside London and £4,500 outside London. If the amount you have entered at (E) above exceeds the relevant maximum amount you will need to try and negotiate a lower rent or consider if you can afford to make up the shortfall from other LA funding. LAs may use funding from the general tariff in addition to this funding to help secure housing.</i>	
LAs claim for additional payments to the landlord <u>either</u> as an up-front payment or <u>as a weekly top up, but not both</u> . Do you wish to claim for	
(F) An up-front payment in return for the landlord agreeing to reduce the contractual rent to, or closer to, the LHA level (<i>sometimes referred to as an incentive</i>)	
(G) By agreement to pay the landlord a weekly top up throughout the tenancy <i>Funding for weekly top ups can be claimed until the household secures employment with sufficient salary to remove entitlement to Universal Credit. Funding for weekly top ups is for a maximum of 12 months except where the LA can demonstrate barrier(s) to the household gaining employment.</i>	
Up-front payments: If you answered <u>yes</u> to (F) above, complete the next section to check the up-front payment you wish to make is compliant with the maximum amounts for up-front payments	
(H) What is the amount of the up-front payment you have agreed with the landlord and wish to claim from this application to the fund?	£
What duration of tenancy have you agreed with the landlord in return for the up-front payment	months
(I) Is this the first up-front payment you have made in respect of this household?	
(J) If you have answered <u>yes</u> to (I) above, is this amount within the maximum available for an initial up-front payment of £4,000 inside London, £3,000 outside London?	
<i>If you have answered <u>yes</u> to (J) above, the payment is compliant with the funding instructions, and you do not need to complete anything else in this section.</i>	
(K) If you have answered <u>no</u> to (I) above (<i>i.e. you are applying for a</i>	£

<i>further payment in years 2 or 3), what is the total amount of up-front payments you have already made using this funding in respect of this households?</i>	
(L) Is the total of the payments already made and the payments being applied for now [H + K] within the maximum funding available for this Part A over 3 years i.e. £6,000 inside London and £4,500 outside London?	
<i>If you have answered <u>yes</u> to (L) above, the payment is compliant with the funding instructions, and you do not need to complete anything else in this section.</i>	
<i>If you have answered <u>no</u> to (L) above and the total of the payments already made, and the payments being applied for now [H + K] exceed the maximum funding available for this Part A over 3 years you will need to try and negotiate a lower rent or consider if you can afford to make up the shortfall from other LA funding. LAs may use funding from the general tariff in addition to this funding to help secure housing.</i>	
Weekly payments: If you have answered <u>yes</u> to (G) above, complete the next section to check the weekly payments you wish to make are compliant with the requirements of the fund.	
(M) Are you claiming for weekly top ups that cover the first 12 months or less of the tenancy?	
(N) Has the household had entitlement to Universal Credit during the period for which you are claiming?	
<i>If you have answered <u>yes</u> to (M) <u>and</u> (N) above, the claim is compliant with the funding instructions, and you do not need to complete anything else in this section.</i>	
<i>If you have answered <u>no</u> to (M) above, and wish to claim funding beyond the initial 12 months, you will need to submit evidence to demonstrate barrier(s) to the household gaining employment (e.g. a statement from DWP work coach detailing the particular barriers)</i>	
Part B: Funding to cover the housing costs element of a benefit cap shortfall	
<i>This section is for use once a family has been matched to the property and their benefit entitlement is known, to help you calculate how much of any benefit cap shortfall can be claimed. The housing costs element of a benefit cap shortfall will be covered in full by the funding for at least the first 12 months. There are no conditions on property size.</i>	
To be able to claim this element of the funding you must be able to answer <u>yes</u> to the following question.	
The household is benefit capped or was benefit capped for the period for which the funding is being claimed	
<i>If the household is benefit capped, you are able to claim this element (Part B) of the funding. Complete the next section to check the amount that can be claimed</i>	

<p>(O)How much is the household's benefit cap deduction? <i>You can find this on the household's Universal Credit assessment. Examples are given below.</i></p>	£
<p>(P) How much is the housing costs element in the household's Universal Credit assessment? <i>You can find this on the household's Universal Credit assessment. It will be the lower of the Local Housing Allowance or the contractual rent for the property.</i></p>	£
<p>The amount of funding you can claim for this Part B is the lower of (O) and (P)</p>	
<p>(Q)Are you claiming for funding that covers the first 12 months or less of the tenancy?</p>	
<p>If you have answered <u>yes</u> to (Q) above, the payment is compliant with the funding instructions, and you do not need to complete anything else in this section.</p>	
<p>If you have answered <u>no</u> to (Q) above, and wish to claim funding beyond the initial 12 months, you will need to submit evidence to demonstrate barrier(s) to the household gaining employment or a benefit cap exemption (e.g. a statement from DWP work coach detailing the particular barriers)</p>	
<p>Part C: Exceptional costs</p>	
<p>Claims for this Part C of the funding must be for genuine exceptions rather than requests to provide additional amounts for non-exceptional circumstances. For example, an LA may request funding for the LHA shortfall on a smaller property that meets the needs of a disabled person; but should not request funding for a property because the LHA shortfall gap is outside the maximum limit. <i>Requests for exceptional costs must be approved by the Home Office payments team in advance.</i></p>	

Examples Of Housing Cost Fund Claims

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

LHA Shortfall Claims

Up-front Top Up

A local authority has identified a 3-bedroom property suitable for a family of 6 outside London, but the rent is in excess of the LHA rate, and the landlord is not willing to let the property at LHA level. The monthly rent is £800pcm and the LHA is £680, leaving a shortfall of £120pcm. The landlord is willing to offer a two-year tenancy recognising the need to provide a settled home.

The LA offers to provide a top up payment to the landlord in return for a two-year tenancy at LHA level.

- Difference between property rent and LHA = £120 pcm.
- For a two-year tenancy the LA offers a one-off payment of $24 \times £120 = £2880$.

After 2 years the landlord proposes a rent increase to £810pcm, which is the market rent that can be achieved for this property. The family are settled and in employment but on a low income and claiming UC. The LA assessment is that they cannot afford a rent above £680 pcm and offers the landlord a payment to extend the tenancy for a further year whilst the family try to increase their income or look for alternative housing.

- Difference between property rent and LHA = £130pcm
- For a one-year tenancy the shortfall is $12 \times £130 = £1560$

The total claimed in top up funding over the 3 years is £4440 [$£2,880 + £1,560$]. It is within the maximum available over the 3 years for properties outside London and therefore can be covered in full by the fund.

Weekly Top-Ups

In the above scenario - the LA agrees with the landlord that the property will be let on the contractual rent and commits to cover the shortfall of rent between the LHA and contractual amount until the family have secured employment with sufficient salary to remove their entitlement to UC. When securing the property, the LA has satisfied itself the rent is at a level that is affordable for working families in the area who are not in receipt of UC to assist with housing and other costs. The LA agrees to pay a weekly top up to the landlord to secure an affordable rent.

Benefit Cap Shortfall Claims

The below examples outline different scenarios in which the benefit cap has been applied:

EXAMPLE 1 Benefit Cap means housing allowance is not covered in full		
Family comp	2 Adults (over 25) - 4 Children aged 2, 6, 9, 13	
Bedrooms	4	
Location	Outside London	
Date applied UC	30/05/2022	
Standard allowance	£525.72	
Total Child allowance	£779.16	In this scenario the child allowance is payable for 3 of the 4 children as the youngest child was born after 6 April 2017
Total Child Benefit	£282.32	Monthly average as Child Benefit is paid weekly
Housing costs	£875.00	This will be LHA amount, or rent liability where the rent is below LHA
Total entitlement	£2,462.20	DWP calculation of entitlement if no cap were applied
Total currently receiving	£1,666.67	Amount in payment
Shortfall	£795.53	

- The UC being paid is lower than the total entitlement, and is at the benefit cap level for outside London which confirms the cap has been applied
- The amount eligible is whichever is lowest of the cap deduction or housing costs, which is £795.53
- Funding available £795.53pcm for up to 12 months, until family obtains exemption from the cap; or for longer by exception

EXAMPLE 2: Benefit Cap applied, but further clarification needed on amounts		
Family comp	2 Adults (over 25) - 5 Children aged 1, 3, 6, 9, 13	
Bedrooms	4	
Location	Outside London	
Date applied UC	30/5/2022	
Standard allowance	£525.72	
Total Child allowance	£779.16	In this scenario the child allowance is payable for 3 of the 5 children as the youngest two children were born after 6 April 2017
Total child benefit	£344.93	
Housing costs	£875.00	
Total entitlement	£2,524.81	Entitlement if no cap applied
Total currently receiving	£715.00	Amount in payment
Shortfall	£1,809.81	

- UC in payment is below the benefit cap amount, indicating additional deductions are being made e.g. for repayment of a UC advance or loan.
- LA will need to obtain clarification on reasons for deduction, and may only claim for the benefit cap reductions as they apply to the housing allowance element
- If the family are benefit capped the shortfall due to the cap would be - £858.14.
That is
£2,524.81pcm (total entitlement), minus £1666.67pcm (benefit cap outside London)
- £858.14 is lower than the LHA housing allowance of £875.00 and therefore £858.14pcm is the maximum amount eligible for funding

EXAMPLE 3: Benefit Cap shortfall is in excess of housing costs amount		
Family comp	2 Adults (over 25) - 6 Children aged 6, 7, 9, 11, 13, 15	
Bedrooms	4	
Location	Outside London	
Date applied UC	30/05/22	
Standard allowance	£525.72	
Total Child allowance	£1,512.90	In this scenario the child allowance is payable for all of the children as they were all born before 6 April 2017
Total child benefit	£407.55	
Housing costs	£1296.44	LHA amount, or rent liability where the rent is below LHA
Total entitlement	£3,742.61	DWP calculation of entitlement if no cap were applied
Total currently receiving	£1,666.67	Amount in payment
Shortfall	£2,075.94	

- The UC being paid is lower than the total entitlement, and is at the benefit cap level for outside London which confirms the cap has been applied
- The amount eligible is whichever is lowest of the cap deduction or housing costs, which is £1296.44
- Funding available £1296.44 pcm for up to 12 months, until family obtains exemption from the cap; or for longer by exception

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

Page/paragraph number	Details of change
Page 6, para 1.4	Expansion of definition of Beneficiary to “(i) those resettled under the Afghan Citizens Resettlement Scheme (ACRS) and their immediate dependants (including family members of British Nationals) under Pathway 1 ; and (ii) those relocated under the Afghan Relocation and Assistance Policy (ARAP) scheme and their immediate dependants; and (iii) eligible British Nationals, (iv) in addition the ACRS this scheme has been expanded to include those who have been recognised as Refugees by UNHCR and resettled to the UK under ACRS Pathway 2, and (v) those relocated under the ACRS Pathway 3.”
Page 8, para 1.20	Deletion of extraneous wording
Page 9, para 1.32	Insertion of the definition of “Refugee”
Page 11, para 3.3	Insertion of a new sub-paragraph to reflect the inclusion of ACRS Pathway 2 via UNHCR referrals. Subsequent sub-paragraphs renumbered.
Page 13, paras 5.11 to 5.20	Updated to reflect UNHCR information provided as part of the referral process for ACRS Pathway 2.
Page 15, para 6.16	Expansion of paragraph to include “this decision was taken to ensure fairness given the policy justification was the mass evacuation, though we are keeping this under review.”
Page 16, para 6.20	Revised to reflect the change in process for checking eligibility.
Page 22-23 Schedule 1 paras 1.5 to 1.6	Insertion of new paragraphs and subsequent renumbering
Page 24, Schedule 1 para 1.15	Insertion of new paragraph

Page 24, Schedule 1 paras 1.20.1 to 1.20.2	Incorrectly numbered sub-paragraphs corrected
Page 25, Schedule 1 para 1.25	Paragraph re-written for clarity
Page 25, Schedule 1 para 1.26.1 to 1.26.7	Re-numbered paragraphs
Page 25, Schedule 1 para 1.26.4	Sub-paragraph re-written for clarity
Page 26, Schedule 1 para 1.33	Paragraph re-written for clarity
Page 27, Schedule 1 para 1.39	Correction now reads “Payments will be based on the age of the Beneficiary <u>on arrival in the Recipient’s area.</u> ” Change made 19 August 2022
Page 32, Schedule 1 para 4.1	Opening sentence re-written for clarity
Page 33, Schedule 1 para 4.12	Paragraph re-written for clarity
Page 34, Schedule 1 para 5.3	Addition of “Community Sponsors” to organisations eligible to claim funding
Page 34, Schedule 1 paras 5.6.2 to 5.6.3	Sub-paragraphs re-written
Page 34, Schedule 1, para 5.7	Paragraph re-written for clarity
Pages 35, Schedule 1 paras 5.8-5.9	Revised numbering and amended text for clarity
Page 36, Schedule 1 para 6.2	Re-worded paragraph
Page 36, Schedule 1, para 6.3	New paragraph inserted.
Annex A	Updated list of payment claims forms
Annex B	New Annex B - UNHCR RESETTLEMENT SUBMISSION CATEGORIES. All the following Annexes renamed to reflect the inclusion of a new Annex B.
Annex C	Inclusion of new sub-paragraphs 5.2 and 5.3

Annex G	Revision of Annex G, to provide further guidance.
Annex H	Inclusion of Checklist for Additional Housing Support Costs Funding claims
Annex I	Formerly Annex H