



Home Office

# **Funding Instruction for local authorities in the support of the United Kingdom's Afghan Schemes**

Locally Engaged Staff Ex Gratia (LES), Afghan Relocations and Assistance Policy (ARAP) and Afghan Citizens Resettlement Scheme (ACRS) plus eligible British Nationals

## **Wraparound support for Interim, Temporary or Transitional Accommodation**

Financial Year 2024-2025

From 1 April 2024 to 31 January 2025 (inc)

Resettlement Operations

Lunar House

Croydon CR9 2BY

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# TERMS AND CONDITIONS OF FUNDING

## 1 DEFINITIONS

- 1.1 An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.2 The “**Authority**” means the Secretary of State for the Home Department acting through the Home Office’s Resettlement Services Unit on behalf of the Crown.
- 1.3 “**Background Intellectual Property Rights**” (“Background IPR”) means any pre-existing Intellectual Property Rights (IPRs) vested in or licensed to either Party prior to the award of the Grant Agreement and/or created by either party independently of the Purpose and/or without the Grant.
- 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, 2 or 3; (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.
- 1.5 “**Branding Manual**” means the HM Government of the United Kingdom of Great Britain and Northern Ireland’s Branding Manual<sup>1</sup> Funded by UK Government, first published by the Cabinet Office in November 2022, including any subsequent updates from time-to-time. [Branding guidelines - GCS \(civilservice.gov.uk\)](https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines)  
<https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines>
- 1.6 A “**British National**” means a person who holds one of the six types of British nationality, which are set out here <https://www.gov.uk/types-of-british-nationality>.
- 1.7 A “**Case of Interest**” means a Beneficiary has:
- been arrested for an offence involving violence; weapons; terrorism/extremism; sexual offences (criminality);
  - been subjected to a hate crime (hate crimes);
  - had a PREVENT referral made regarding them (PREVENT referral);
  - suffered a serious negative impact (or perceives they have) because of an act or omission by the Home Office and/or local authorities/delivery partners’ (perceived failing);
  - been involved in any other incident which the media is aware of (potential media coverage).
- 1.8 “**Civil Society**” (as defined in the Civil Society Strategy) means individuals and organisations when they act with the primary purpose of creating social value,

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

independent of state control. By social value we mean enriched lives and a fairer society for all.

- 1.9 **“Civil Society Strategy”** means the strategy that sets out how the UK government will work with and support Civil Society in the years to come, so that together we can build a country that works for everyone.
- 1.10 A **“Clause”** means the clauses in this Funding Instruction.
- 1.11 **“Code of Conduct”** means the Code of Conduct for Recipients of Government General Grants<sup>2</sup> first published by the Cabinet Office in November 2018, including any subsequent updates issued from time-to-time.
- 1.12 **“Commencement”** means the date on which the Funding Instruction comes into effect and from which Eligible Expenditure may be incurred, being 1 April 2024, or later as indicated under non-integration tariff funding.
- 1.13 **“Crown Body”** (or **“Crown”**) means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and Welsh Government ), including, but not limited to, ministers and departments and particular bodies, persons, commission, or agencies from time-to-time carrying out functions on its behalf.
- 1.14 **“Data Incident”** means any circumstance which results in the loss, theft or inappropriate disclosure of information obtained as a result of pursuing the Purpose to a Third Party whether by accident or intention.
- 1.15 **“Data Protection Legislation”** means (i) the UK GDPR, (ii) the Data Protection Act 2018 (“DPA 2018”) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy and (iv) (to the extent that it applies) the EU GDPR.
- 1.16 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.
- 1.17 **“Day”** means any calendar day Monday through Sunday (inclusive).
- 1.18 **“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. Delivery partners can include a range of organisations including voluntary and community sector organisations.
- 1.19 **“Duplicate Funding”** means funding received by the Recipient from a Third Party (including a Crown Body) which is intended to be used to deliver the Purpose, and which has not be declared to the Authority. Alternative sources of funding where declared and accepted will not be considered Duplicate Funding so long as the Recipient can demonstrate what additionality (substantiability; volumes; scope; geography etc) this enables the Schemes to achieve.
- 1.20 **“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 and which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.21 **“Eligible British Nationals”** are those who:

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

(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.

- 1.22 **“End Date”** means the 31<sup>st</sup> January 2025, or other such revised date as may subsequently be determined by the Authority, being the date point up to which Eligible Expenditure may be incurred.
- 1.23 **“EU General Data Protection” (“EU GDPR”)** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data on the free movement of such data as it effects EU law.
- 1.24 **“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.
- 1.25 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.
- 1.26 **“Find Your Own Accommodation”** (or **“FYOA”**) means where Beneficiaries are supported to find their own settled accommodation.
- 1.27 **“Funding”** means the Authority’s financial contributions towards a Recipient’s eligible expenditure in the provision of supporting Beneficiaries as detailed in the terms and outcomes in this Funding Instruction.
- 1.28 The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.29 **“Funding Period”** means the period for which the Grant is provided from the Commencement Date to the End Date.
- 1.30 **“Grant Fraud”** means deliberately obtaining grant funding that a person or organisation, whether the Recipient, its Staff, Delivery Partners or Third Party would not be entitled to by making false declarations or failing to report material fraud.
- 1.31 **“Homeless”** means where a household has no home in the UK or anywhere else in the world which they have a legal right to occupy, which is available, and it would be reasonable to occupy.
- 1.32 **“Ineligible Expenditure”** means expenditure which has not been used for purposes compliant with the terms of the Funding Instruction and is not acceptable as Eligible Expenditure. Mandatory exclusions are recorded in this Terms and Conditions document, with specific exclusions detailed in Schedule 1.
- 1.33 **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) in force, and any subordinate or amended legislation made under these Acts from time to time



together with any guidance or codes of practices issued by the relevant government department(s) concerning the legislation.

- 1.34 **“Intellectual Property Rights or “IPRs”** means copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, branding, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets, and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.35 **“Interim Accommodation”** means accommodation provided and paid for by the Home Office for households accepted as serious medical cases when bridging hotels closed on 31 August 2023. The Home Office will continue to accommodate remaining serious medical households in interim accommodation until 30 April 2024.
- 1.36 **“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.
- 1.37 **“Key Performance Indicators”** means the indicators required to assess the success of the Funding against its intended outcome.
- 1.38 **“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.
- 1.39 The **“Local Administrator”** means a senior member of the Recipient’s staff who will act as the single point of contact for authorising access to the Recipient’s designated FSA within MOVEit.
- 1.40 A **“Month”** means a calendar month.
- 1.41 **“MOVEit”** means the Authority’s online two-way file-sharing service that allows the sharing of Official and Official-Sensitive (IL2) data with other government departments, non-departmental public bodies and external organisations, in a completely secure environment. Files including PDFs, all types of Office documents, images and WinZip of up to 2GB in size may be shared.
- 1.42 **“Move On Plan”** means a written agreement between the beneficiary/family and the Local Authority caseworker. The plan provides clear steps to enable the beneficiary/family to move out of transitional accommodation into temporary or permanent accommodation.
- 1.43 An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.44 A **“Party”** means the Authority and a Recipient who has claimed Funding.
- 1.45 **“Personal Data”** has the meaning given to it in Data Protection Legislation.
- 1.46 **“Pre-matching” (or ‘Pre-matched’)** is a Home Office process introduced in July 2023, where households were matched to properties in advance of those properties being ready for move-in, but where the local authority gave a commitment to accommodating them in settled accommodation before 31 December 2023. Households were matched to properties while they were still accommodated in bridging accommodation.
- 1.47 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.
- 1.48 **“Schedule”** means the Schedules attached to this Funding Instruction.



- 1.49 “**A Scheme**”, (collectively “the Schemes” for the purposes of this Funding Instruction), means any one of:
- 1.49.1 ACRS Pathways 1 – 3
  - 1.49.2 ARAP eligible individuals and their immediate dependants, and
  - 1.49.3 Eligible British Nationals.

For avoidance of doubt, a Scheme in this Funding Instruction does not refer to Refugees settled to the UK under any other scheme e.g., UKRS.

- 1.50 “**Social Value**” means the Authority’s commitments to delivering Value for Money, environmental and social benefits, Net Zero by 2050, efficient use of resources, greater social inclusion, support for innovation, better risk management and improved supplier relationships. These principles are underpinned by the obligations laid down in the Social Value Act 2012, the Modern Slavery Act 2015 and the Equality Act 2010.
- 1.51 “**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.
- 1.52 “**SMP**” means a Strategic Migration Partner.
- 1.53 “**Temporary Accommodation**” is the term used to describe accommodation secured by a local housing authority under their statutory homelessness functions. The majority of households in temporary accommodation have been placed under the main homelessness duty, but temporary accommodation is also provided during the relief stage to households who the local authority has reason to believe may have priority need, or on an interim basis in other circumstances, such as pending the outcome of a review on a homelessness decision.
- 1.54 “**Third Party**” means any party whether person or organisation other than the Authority or the Recipient.
- 1.55 “**Transitional Accommodation**” means accommodation provided and paid for by the Home Office (e.g. hotels or service accommodation) or Ministry of Defence (transitional Service Family Accommodation) to a household whilst they are matched to a suitable property.
- 1.56 “**UK Resettlement Scheme**” means the UK Government’s humanitarian commitment to Refugee resettlement offering a safe and legal route for vulnerable Refugees in need of protection. Unaccompanied children are eligible where the UNHCR determines that resettlement is in their best interests.
- 1.57 “**UK Subsidy Control Regime**” means the Subsidy Control Act 2022 that implements in domestic Law the United Kingdom’s international commitments and obligations in relation to the award of subsidies.
- 1.58 “**Value for Money**” means securing the optimum combination of cost, quality and effectiveness, including relevant Social Value criteria over the whole period of use; it does not mean minimising upfront prices i.e. the lowest or cheapest option.
- 1.59 A “**Working Day**” means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

## 2 THIS INSTRUCTION

- 2.1 It consists of fifteen (15) Clauses, three (3) Schedules and six (6) Annexes and replaces any funding instructions or grant agreements previously issued

by the Authority providing financial contributions towards Recipients' cost incurred supporting people arriving under these schemes.

- 2.2 This Instruction provides Funding enabling a Recipient to support Beneficiaries:
- 2.2.1 Following arrival into transitional accommodation in a local authority area and the commencement of the provision of support – **Schedule 1**.
  - 2.2.2 Following an application for homeless support where the Recipient is providing Temporary Accommodation – **Schedule 2**.
  - 2.2.3 Following the provision of Home Office interim accommodation for households with serious medical needs (limited to the period 1 to 30 April 2024) - **Schedule 3**.

### 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 in paragraphs 3.2 to 3.4 and:
  - 3.1.1 arrived in the UK and were accommodated temporarily in Transitional Accommodation in the local authority area since Commencement.
- 3.2 The Afghan Ex Gratia Scheme originated in 2014 to provide funding to local authorities to support resettled Afghan staff locally engaged by the British Armed Forces and the UK Government in Afghanistan; or
- 3.3 The Afghan Relocations and Assistance Policy (ARAP) Scheme went live on 1 April 2021 and provides similar support but to a wider range of staff.
- 3.4 The Afghan Citizens Resettlement Scheme (ACRS) announced by the government on 18 August 2021, for those who assisted the UK's efforts in Afghanistan and stood up for values such as democracy, women's rights and freedom of speech, rule of law; and vulnerable people, including women and girls at risk and members of minority groups at risk.
- 3.5 The Recipient will provide necessary temporary support and assistance to Beneficiaries arriving under The Schemes to help them to adjust to life in the UK, until transfer to permanent housing and the care of another local authority under the existing schemes.
- 3.6 The Authority is responsible for identifying Beneficiaries for relocation to the UK.
- 3.7 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, until move-on into permanent housing, following arrival into a local authority area and the commencement of support as further described in this Instruction.
- 3.8 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.
- 3.9 Funding can be available for Beneficiaries who are owed homelessness duties under the Housing Act 1996 and have been moved into settled accommodation via the scheme in discharge of those duties.
- 3.10 The Recipient shall be free to determine how best to utilise the Funding but for monitoring and evaluation purposes must be able to demonstrate that the

Funding has been committed to supporting Beneficiaries, furthering the aims of the Schemes and delivering value for money.

- 3.11 It is the Recipient's responsibility to ensure that its receipt, management, and expenditure complies with all tax requirements in force at the time and for the Funding Period.

## **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 brought to the UK during the period between the Commencement Date and End Date (inclusive).
- 4.2 In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.

## **5 TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING**

- 5.1 The Recipient acknowledges that grant funded arrangements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency, and accountability.
- 5.2 The Recipient undertakes to keep confidential and not to disclose, and to procure that its Staff keep confidential and do not disclose, any information which they have obtained by reason of this Instruction.
- 5.3 Nothing in this Clause 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 Clause 5. Further, this Clause 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 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 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 Third 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, the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK 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 and Pathway 3 Beneficiaries 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 Third Party outside of appropriate Delivery Partners, without the specific agreement of UNHCR London office.
- 5.15 All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund the Schemes must be referred to the Authority's press office for their advice and/or action.
- 5.16 Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 5.17 The Recipient shall abide by the terms of the Data Sharing provisions set out in **Annex B**. The Recipient shall ensure that it has adequate provisions and effective controls in place to manage:

- 5.17.1 data and prevent Data Incidents.
  - 5.17.2 the processing of data shared between itself and any Delivery Partner and/or Beneficiary (and vice versa); and
  - 5.17.3 compliance with its obligations arising from the Data Protection Legislation.
- 5.18 The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.
- 5.19 No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 5.20 The Recipient shall ensure that it, and its Staff, comply with the Authority's data sharing protocols as described in [Annex B](#).
- 5.21 The provisions of this Clause 5 shall survive the conclusion of this Instruction, however that occurs.

## 6 FUNDING DURATION

### Eligible Expenditure

- 6.1 Monies provided must not be used for any purpose other than achieving outcomes that support delivery of the Schemes outcomes at Schedule 1, Schedule 2 and Schedule 3 in this Instruction, nor is it permissible to vire any Funding elsewhere, i.e. activity that does not directly contribute to supporting the delivery of the Schemes, without prior written consent from the Authority.
- 6.2 No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 6.3 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.

### Ineligible Expenditure

- 6.4 The Grant may under no circumstances be used to:
- 6.4.1 pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or
  - 6.4.2 enable one part of government to challenge another on topics unrelated to the Purpose, or
  - 6.4.3 petition the Authority or other Third Parties for additional funding, or
  - 6.4.4 pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy, or
  - 6.4.5 pay input VAT reclaimable by the Recipient from HMRC, or
  - 6.4.6 fund activity that may be party-political in intention, use, or presentation, or
  - 6.4.7 support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.



6.4.8 pay towards litigation costs incurred by the Recipient.

### **Duplicate Funding**

- 6.5 The Recipient shall not apply for or obtain Duplicate Funding for the same expenditures whilst they are in receipt of Funding under this Instruction. To avoid there being Duplicate Funding the Authority will require the Recipient to repay as an Overpayment.
- 6.6 The Authority may refer the Recipient or any Delivery Partner to the police should it fail to notify the Authority of, or dishonestly and intentionally obtain, Duplicate Funding to deliver the Purpose.

### **Overpayments**

- 6.7 The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, to avoid Overpayments.
- 6.8 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**

- 6.9 The Authority's responsibility for providing Funding under this Instruction will cease when the Beneficiary moves from Home Office Interim Accommodation, or transitional accommodation or local authority provided temporary accommodation in the Recipient's area to their settled accommodation and the commencement of the provision of accommodation and support. Funding is not claimable for any support provided beyond this anniversary.
- 6.10 Payments may also cease where the Beneficiary:
- 6.10.1 dies,
  - 6.10.2 leaves the Recipient's area to live in another UK local authority area,
  - 6.10.3 indicates that they no longer wish to receive support under the Schemes,
  - 6.10.4 indicates that they are leaving the UK permanently,
  - 6.10.5 applies for some other Immigration status within the UK as advised by the Authority<sup>3</sup>, or
  - 6.10.6 otherwise leaves or becomes ineligible for the Schemes.
- 6.11 In the event of any such occurrence under Clause 6.10, the Recipient must notify the Authority without delay.
- 6.12 For the purposes of Clause 6.9, the period will commence on the date of the Beneficiary's first arrival in the Recipient's area from transitional accommodation sourced by the Home Office or Ministry of Defence, or temporary accommodation provided by the local authority.
- 6.13 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

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<sup>3</sup> Excepting instances where a Refugee requests a change in immigration status in accordance with the 1 July 2017 [policy announcement](#).

relation to their circumstances, including their inclusion on the Schemes or their activities whilst so involved.

### Exceptional Costs

- 6.14 Payments may also be made to cover additional essential costs incurred by the Recipient above and beyond what could reasonably be regarded as normal expenditure and not available through other mainstream funding mechanisms. Funding from the Exceptional Costs budget may be used, amongst other things, to pay for:
- Support for children with identified educational needs
  - Social Care provision
- 6.15 Before incurring Exceptional Costs, a Recipient shall seek agreement in writing and in advance from the Authority's Resettlement Services 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 C.**
- 6.16 All applications will be assessed, and payments made, on a case-by-case basis:
- 6.16.1 There is no minimum or maximum amount that can be claimed.
- 6.16.2 Exceptional Costs cannot be claimed for support provided to a Beneficiary that would normally be funded through mainstream health, education or through welfare payments.
- 6.16.3 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.
- 6.17 The Authority will periodically review the operation of the Exceptional Costs process and budget.

### General

- 6.18 Unauthorised spend that exceeds the maximum stated Funding rates in **Schedule 1, or 2, or 3** will not be reimbursed by the Authority.
- 6.19 In all instances, Funding received is to be pooled and managed across all the Beneficiaries supported by the relevant Recipient.
- 6.20 The relevant Recipient will be the single point of contact for invoicing and payments.
- 6.21 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.
- 6.22 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.

### Termination or Changes to the Funding Instruction

- 6.23 This Funding Instruction may be amended or withdrawn by the Authority at any time and without notice. In such instances, the Authority will communicate the revised End Date to Recipients. Any Eligible Expenditure incurred up to the point of the Instruction's withdrawal will be honoured so long as they are



submitted for validation within one (1) Month of the revised End Date. Any claim for activity undertaken after the revised End Date shall be deemed as Ineligible Expenditure”

## 7 DATA RECONCILIATION AND PAYMENTS

- 7.1 The Recipient shall complete applications for payment in the form set out in **Annex A**, which includes details of each 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 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 The maximum payable by the Authority for Wraparound Support in Transitional Accommodation for Arrivals from 1 April 2024 to 31 January 2025 is £28 per day, per Beneficiary (**see Schedule 1**). Claims can be made quarterly in arrears (i.e. every three (3) months).
- 7.4 The maximum payable by the Authority for the Homeless Fixed Tariff is £9,150 per household (**see Schedule 2**). Claims can be made once the Recipient has accepted this duty, **and** provided temporary accommodation **and** can provide evidence to support a claim.
- 7.5 The maximum payable by the Authority for Temporary Integration Support is £28 per day, per person, per Beneficiary (**see Schedule 2**). Claims can be made quarterly in arrears (i.e., every three (3) Months) up to a maximum six (6) months.
- 7.6 The maximum daily tariff payable by the Authority for Wraparound Support for serious medical households in Home Office supported Interim Accommodation, is £28 per day, per Beneficiary (**see Schedule 3**). This is limited to the period 1-30 April 2024. Claims can be made quarterly in arrears (i.e. every three (3) Months).
- 7.7 Payments will be made within thirty (30) Days of receipt of a correctly completed claim.
- 7.8 The Annex A submitted for payment should be received by the Authority **no later than three (3) Months after the close of the period to which the application relates**; late returns may result in payment being delayed. The Recipient will have the opportunity to make representations if they believe that the level of Funding received is less than that to which they are entitled under the terms of this Instruction. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Resettlement Services Payments Team within one (1) Month of the Annex A response being sent, following reconciliation against the Authority’s records.
- 7.9 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.

- 7.10 Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Resettlement Services 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.
- 7.11 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

- 7.12 In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information. Such notification must be provided in writing, in a non-editable PDF format, and in accordance with the requirements of Clause 7.11.
- 7.13 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 in relation 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 Statements of Outcomes detailed in the Schedules. Visits may be made from time to time by the Authority or its appointed representatives, including the National Audit Office. Whilst there is no requirement for submission of detailed costings, the Recipient must be able to provide the costs for individual cases and will, if required, be expected to justify, explain, and evidence costs.
- 8.5 In all cases, to assist with monitoring and evaluation of the Schemes, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

## 9 BREACH OF FUNDING CONDITIONS

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

## 10 ACTIVITIES – GENERAL

### Sub-contracting

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

instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Schemes.

### Hours of Operation

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

### Complaints

- 10.7 The Recipient and/or its delivery partners shall develop, maintain, and implement procedures enabling:
  - 10.7.1 Beneficiaries to complain about the support and assistance provided by the Recipient.
  - 10.7.2 Reporting and management of 'cases of interest'<sup>4</sup>. The Authority must be advised of such incidents as soon as reasonably possible, but in any event by the end of the next Working Day.

### Staff Standards

- 10.8 At all times whilst delivering the Schemes the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government's "Code of Conduct for recipients of Government General Grants"<sup>5</sup> which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 10.9 The Recipient shall:
  - 10.9.1 ensure that the recruitment, selection and training of Staff, are consistent with the standards required for the performance of the outcomes,
  - 10.9.2 fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,
  - 10.9.3 ensure that Staff levels are appropriate at all times for the purposes of the delivering of the Schemes and ensure the security and well-being of all Beneficiaries, dependent children, and its Staff,
  - 10.9.4 take all reasonable steps to ensure that they and anyone acting on their behalf shall possess all the necessary qualifications, licences, permits, skills and experiences to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient), and
  - 10.9.5 ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by

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<sup>4</sup> The Authority will provide guidance on 'cases of interest' upon request.

<sup>5</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

appropriately senior Staff. All Staff must be aware of these policies and of how to raise any concerns.

10.9.6 that all applicants for employment in connection with the Schemes are obligated to declare on their application forms any previous criminal convictions subject always to the provisions of the Rehabilitation of Offenders Act 1974.

10.10 In addition, the Recipient shall ensure that all Staff:

10.10.1 employed or engaged have the right to work in the United Kingdom under applicable immigration law, and

10.10.2 are suitable and of good character to provide support to Beneficiaries. Consideration must be given to eligibility for Disclosure and Barring Service (DBS) checks. Where such checks reveal prior criminal convictions that might reasonably be regarded as relevant to the appropriateness of the individual to have unsupervised access, particularly to children under the age of 18, or where such checks are not possible because of identification issues, the Recipient shall follow its internal policy and carry out an appropriate risk assessment before an offer of employment is made, and

10.10.3 who are likely to have unsupervised access to children under the age of 18 have been instructed in accordance with the relevant national child protection guidelines e.g. for people working in England, Department for Education'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 job descriptions for all Staff selected to work on the project.

10.13 The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.

10.14 The Recipient shall implement the Schemes in compliance with the provisions of UK Data Protection Legislation.

## **11 LIABILITY**

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



## 12 DISPUTE RESOLUTION

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

## 13 INTELLECTUAL PROPERTY RIGHTS (IPRS) AND BRANDING

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

- 13.7 When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 13.8 The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent schemes.

## 14 SOCIAL VALUE REQUIREMENTS

- 14.1 The Recipient shall be mindful of and take reasonable measures to ensure that all its activities in delivering the Purpose support the UK Government's commitment to Social Value by:
- 14.1.1 fighting climate change in compliance with the UK Government's "Greening Government Commitments"<sup>6</sup> including the need to avoid adverse impacts on the environment and contributing to the Net Zero by 2050 ambition by:
- conserving energy, water, wood, paper and other resources,
  - reducing waste,
  - reducing fuel emissions wherever possible,
  - phasing out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, and
  - having due regard to the use of recycled products, so long as they are not detrimental to the provision of the Purpose or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 14.1.2 tackling economic inequality through the creation of new businesses, new jobs and new skills, increasing supply chain resilience and capacity, quality apprenticeship schemes, ending the gender pay imbalance, prompt payment throughout its commercial arrangements, and ensuring opportunities for SMEs and Civil Society and those owned or led by protected characteristics, and
- 14.1.3 supporting equal opportunity and wellbeing by reducing the disability employment gap, tackling workforce inequality, improving health and wellbeing, and improving community integration, and
- 14.1.4 safe and secure supply chains free from modern slavery and human trafficking through inspection and audit, use of the Modern Slavery Assessment Tool, assessing and recording risks, and supply-chain mapping.

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<sup>6</sup> <https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025>



## 15 CONTACT DETAILS

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

[ResettlementLAPaymentTeam@homeoffice.gov.uk](mailto:ResettlementLAPaymentTeam@homeoffice.gov.uk)

# SCHEDULE 1: WRAPAROUND SUPPORT - TRANSITIONAL ACCOMMODATION FOR ARRIVALS FROM 01 APRIL 2024 TO 31 JANUARY 2025

## INTRODUCTION

- 1.1 The Government is rapidly stepping up efforts to ensure that all eligible Afghans, who remain at risk overseas, are moved to the UK at pace. This includes supporting new arrivals to move straight into settled accommodation, or where needed, into transitional accommodation whilst settled accommodation is found.
- 1.2 Transitional Service Family Accommodation (TSFA) are being made available by the Ministry of Defence (MoD) to house ARAP Afghans until a suitable property is found. There is additional shorter-term accommodation available for initial reception, staging and onward movement support (reception sites). For purposes of funding, TSFA and accommodation provided by the Home Office is defined as transitional accommodation.
- 1.3 Transitional Home Office accommodation has been established to provide time-limited safe and secure accommodation for new arrivals entering the UK under ACRS and ARAP until 31 January 2025.
- 1.4 The Authority will provide wraparound funding where the local authority is supporting Beneficiaries whilst in transitional accommodation. Funding cannot be claimed where the household is accommodated at MoD provided reception sites (RSOM). Funding can be provided where households are accommodated at Transitional Service Family Accommodation (TSFA) sites on the condition that the MOD or its contractors do not concurrently provide the main orientation support. Any support provided by the MOD, or its contractors must cease in order for the Local Authority to receive funding. At all sites where MOD or its contractors are providing the main orientation support, the Local Authority retains the responsibility for fulfilling all relevant statutory duties such as safeguarding and school registration.

## 2. PART 1 – STATEMENT OF OUTCOMES

- 2.1 The Authority will pay the Recipient funding of up to £28 per Beneficiary per day to deliver the following services:  
**Welcome and ongoing support**
- 2.2 Recipients should ensure Beneficiaries in transitional accommodation are welcomed, oriented and receive initial integration support.
- 2.3 Provide effective support to beneficiaries including that they are supported to access mainstream services, including health, education, benefits, and employment services as required.

- 2.4 Provide effective cover during hours of operation – as defined in Section 10 of this Funding Instruction.

### **Policing and Security**

- 2.5 Identify local policing or security and community support officers to mitigate risk.

### **Safeguarding**

- 2.6 Offer a full safeguarding support service to all beneficiaries, in line with statutory responsibilities, channelled via the adult and child local authority safeguarding processes.

### **Support guests to move on from Transitional Accommodation**

#### **2.7 Move On Support:**

- 2.7.1 Hold one-to-one or family “Move On” conversations as early as possible to understand the aims, skill and needs of the family to enable them to find their own accommodation in parallel to Home Office seeking a property to allocate.
- 2.7.2 Complete, maintain and provide ongoing casework support for a family specific “Move-On Plan” which supports the family to move on to alternative accommodation.
- 2.7.3 As part of the Move-On plan, identify the most vulnerable families living in Transitional Accommodation and put in place actions to address the vulnerabilities identified to enable the family to move on to alternative accommodation. This will be provided to any local authority who subsequently receive beneficiaries in their area. Ensure vulnerable beneficiaries (including women and girls and those with protected characteristics) are listened to and involved through the development of the ‘Move On’ plan.

#### **2.8 Supporting the Home Office Accommodation Matching Process**

- 2.8.1 As part of the “Move-On Plan”, identify the most vulnerable families living in the Transitional Accommodation in line with the Home Office Managing Vulnerable Households guidance to enable them to be considered for allocation to local authority settled accommodation.
- 2.8.2 Encourage take up of housing offers, which will be communicated by the Home Office to relevant local authority staff.

#### **2.9 Myth Busting:** provide information and support to enable guests to:

- 2.9.1 make informed decisions about moving on to settled accommodation, and to enable them to
- 2.9.2 settle successfully into becoming tenants and accessing services in new communities.

#### **2.10 Find your own accommodation**

- 2.10.1 Support guests to source their own accommodation in the private rented sector. Including by:
- 2.10.2 Providing an explanation of Find Your Own and how it works including by providing documents with explanations of the process.
- 2.10.3 Engaging with households directly to ensure they have an understanding of:

- (i) Affordability of areas across the UK as well as the affordability and suitability of properties (including appropriate property size and medical needs).
- (iii) The type of support they will receive if moving with integration support provided by the receiving local authority, and what may not be received if moving without said support.
- (iv) Tenancy sustainment, such as bills and property upkeep; and
- (v) Employment.

2.10.4 Support Beneficiaries to complete a financial assessment to work out what they can afford.

2.10.5 Support Beneficiaries with property searches.

2.10.6 Engaging with the local authorities in the areas in which the Beneficiary would like to move or where they have found a property (if applicable) to understand if they will provide integration support and the type of support to be provided.

2.10.7 Local authorities should follow the principles in the “Find Your Own Accommodation Working Protocol” circulated on 26 April 2023, and inform the DLUHC FYOA team when receiving councils do not respond within the recommended time frame.

## 2.11 Facilitate the transition of families across local authorities

2.11.1 By sharing key information (including number of family members, gender, age, education levels, mental health issues, past experiences etc) between local authorities and relevant statutory services.

2.11.2 Deliver a caseworker role to support households who have received a Notice to Quit from the Transitional Accommodation, including in making a homelessness application where necessary.

## 2.12 Housing/Settled accommodation

2.12.1 The Recipient is permitted to use wraparound funding flexibly to secure appropriate settled accommodation for Beneficiaries and facilitate their move on from Transitional Accommodation. This includes any unclaimed or underspent funding from previous financial years-

## Statement of Outcomes

2.13 Funding could be used (though is not limited to) the following:

2.13.1 Support Beneficiaries to access the private rented sector (for example via the Find Your Own Pathway), including by providing:

- Landlord incentives (such as upfront rent payments)
- Support with rent guarantees
- Deposits
- Initial rent, or ongoing rental top ups where required
- Furnishings

2.13.2 Capital spend (including but not limited to):

- Refurbishing and/or converting local authority-owned residential or non-residential buildings, including defunct sheltered accommodation.
- Acquiring, refurbishing and/or converting non-local authority owned residential or non-residential buildings,

including bringing empty or dilapidated properties back into use.

- Acquiring new build properties 'off-the-shelf', including acquiring and converting shared ownership properties.
- Developing new properties, including developing modular housing on council-owned sites.
- Working with and supporting other organisations who want to offer accommodation for this cohort.
- Furnishings.

2.13.3 Resource which enables the sourcing, matching and/or management of properties for Beneficiaries, including on related schemes such as the Local Authority Housing Fund or Service Family Accommodation.

### Reporting on outcomes

2.14 The Recipient shall provide bespoke support for each family or individual while they remain in Transitional Accommodation to help facilitate their orientation into their new home/area.

2.15 Throughout the period of support the Recipient shall ensure interpreting services are available where necessary.

2.16 The above outcomes will be provided through a combination of office-based appointments, drop-in sessions, outreach surgeries and Temporary Accommodation visits (virtual or in person).

2.17 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of these arrangements.

### Requirements for beneficiaries with special needs/assessed community care needs

2.18 Where special needs/community care needs are identified only after arrival in the UK, the Recipient will use best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.

### Funding and Claims Process

2.19 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, on a standard per capita per day for each Beneficiary as follows:

Descriptor	Tariff (£)
<b>Wraparound support for Transitional Accommodation</b>	£28.00 per person, per day

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

# SCHEDULE 2: TEMPORARY ACCOMMODATION AND HOMELESSNESS SUPPORT

## 1. INTRODUCTION

- 1.1 The Authority will provide funding to local authorities to manage increases in the number of homeless applications following the Government's announcement on 28 March 2023 to end the use of hotels as bridging accommodation. All bridging hotels were closed on or by 31 August 2023.
- 1.2 The Authority will provide funding to local authorities to manage any additional pressures of homelessness presentations from transitional accommodation (or reception sites where applicable), in acknowledgement of the urgent and unplanned use of transitional accommodation at this scale.
- 1.3 Local authorities providing homelessness assistance, **which must include providing Temporary Accommodation** to Beneficiaries, as part of statutory homelessness duties, will be eligible to claim a one-off payment of £9,150 per household to help meet the homelessness assistance costs. In addition, integration wrap-around support, the same as that received in bridging accommodation, will be funded for up to 6 months where Temporary Accommodation is provided.
- 1.4 Funding cannot be claimed where the local authority has accepted a homelessness duty but has not provided the Beneficiary with Temporary Accommodation.
- 1.5 Funding cannot be claimed in cases where a LAHF resettlement property is being provided as temporary accommodation, and the local authority has accepted the homelessness duty because the property can only be offered as a non-secure tenancy or license.
- 1.6 These time-limited temporary accommodation funding arrangements are intended to help manage new pressures on homelessness services, reduce prolonged use of temporary accommodation where possible, and support integration outcomes.
- 1.7 This funding will be kept under review to ensure it is effective and proportionate.

## STATEMENT OF OUTCOMES

- 1.8 The Recipient will provide homelessness assistance, including Temporary Accommodation, and integration support for Beneficiaries where they have accepted a homelessness duty. Please refer to Integration Support Funding Instruction, Schedule 1, Statement of Outcomes for expectations for the provision of integration support.
  - 1.8.1 The Recipient will also seek to arrange settled accommodation for those Beneficiaries they are supporting under homelessness duties which:
    - 1.8.2 meets local authority standards, and

1.8.3 will be available as soon as possible after their arrival/or relocation to the local authority area, and

1.8.4 is affordable and sustainable.

## HOW TO CLAIM

1.9 Local Authorities can claim funding for each household for whom they accept a homelessness duty (relief or main duty) and provide Temporary Accommodation. The Beneficiary must be accommodated in Temporary Accommodation in order for the local authority to claim funding. The funding can help meet the costs of Temporary Accommodation, support, and associated administration.

1.10 The funding can be claimed by any local authority which accepts a homelessness duty from a household (including eligible British Nationals) who:

1.10.1 were in bridging accommodation at the point of the Government's announcement to end the use of bridging accommodation on 28 March 2023 **and** who are homeless as a result of the closure of bridging accommodation (i.e. this funding does not apply to households for placements in interim Home Office accommodation or settled accommodation or any accommodation which is not local authority Temporary Accommodation). Local authorities can submit a claim for a household who present as homeless and meet these criteria where there has not already been a claim, over the next two (2) years **or who**

1.10.2 arrived in the UK between 1 April 2024 and 31 January 2025 and have been living in a reception site (where applicable) or transitional accommodation since their arrival. Funding cannot be claimed where the household's most recent address when making an application was Service Family Accommodation or any form of settled accommodation.

## FIXED HOMELESS TARIFF – including claims process

1.11 Local authorities will be able to claim a fixed tariff of **£9,150** per household to help meet both the staff and administration costs for assessing and accepting a homelessness duty, **and** the costs of providing Temporary Accommodation. Receipt of this fixed payment is contingent on the Beneficiary being accommodated in Temporary Accommodation. In England and Wales, the funding can be claimed from the point at which the relief duty has been accepted. In Scotland it will apply to households with an accepted homelessness duty.

1.12 Local authorities may claim the full £9,150 per household fixed tariff for any household owed one of the above duties and who have provided Beneficiaries with Temporary Accommodation.

1.13 Claims for the homelessness assistance fixed tariff (and up to 6 months of associated temporary integration support – see below) should be made by one local authority even if Beneficiaries need to be placed in Temporary Accommodation in an area outside the local authority that accepted the homelessness duty. In this scenario, the local authority where the duty is accepted should make the claims and would agree to any necessary reimbursement bilaterally with the other council, rather than claims being made by multiple local authorities for the same household. If possible, no household should move from one Temporary Accommodation location to another (in order to maintain integration outcomes).



- 1.14 In cases where one local authority accepts the duty and then makes a referral to another local authority on the basis of local connection and where the referral is accepted, the notifying local authority will not be eligible to make a claim for the funding. In this instance, the claim can be made by the notified/receiving local authority who is taking responsibility for the duty.
- 1.15 In order to submit a claim local authorities will need to provide a decision letter as evidence that they have accepted the relief or main duty and proof that they have provided Temporary Accommodation.

### Funding for 6 months of temporary integration support

- 1.16 Local authorities can claim £28 per person per day temporary integration support funding so that Beneficiaries can access integration support in the Temporary Accommodation area. This temporary integration support should include, as a minimum:
- support (and set-up in new areas) to access mainstream services (including health, education, employment) and safeguarding.
  - move-on casework support;
  - formal and/or informal ESOL support (English for Speakers of Other Languages).
- 1.17 This temporary integration funding is time limited for up to a maximum of 6 months, with local authority’s claims based on the actual time beneficiaries spend in Temporary Accommodation. It can be claimed at the point at which a household moves into Temporary Accommodation.
- 1.18 Claims for temporary integration support should be made quarterly in arrears.

<b>UNIT COSTS (£GBP) FOR HOMELESS DUTY &amp; TEMPORARY INTEGRATION SUPPORT FUNDING</b>	
Homelessness duty and Temporary Accommodation	£9,150 PER HOUSEHOLD
Temporary integration support – up to 6 months	£28 per person, per day

- 1.19 Claims should be made using the relevant Annex A, which will be sent to Recipients. The Recipient should make a claim for a single Homeless Duty per household. A Temporary Accommodation offer letter or agreement, and a signed statement confirming/detailing the length of the household’s stay in temporary accommodation must be provided as evidence with the claim.
- 1.20 For claims under each of these funding streams the Recipient will be provided with an Annex A. Guidance on how the Annex A should be included is included on the “Guidance Tab”.

# SCHEDULE 3: INTERIM ACCOMMODATION FOR HOUSEHOLDS WITH SERIOUS MEDICAL NEEDS

THIS COVERS SUPPORT PROVIDED TO HOUSEHOLDS ACCEPTED AS SERIOUS MEDICAL CASES WHEN BRIDGING ACCOMMODATION CLOSED ON 31 AUGUST 2023. THE HOME OFFICE WILL CONTINUE TO ACCOMMODATE SERIOUS MEDICAL HOUSEHOLDS IN INTERIM ACCOMMODATION UNTIL 30 APRIL 2024

## 1. INTRODUCTION

As of July 2023, the Home Office introduced new measures providing interim accommodation<sup>1</sup> to a small number of households who were at the time living in bridging accommodation. There are two scenarios where households may be offered interim accommodation:

- 1.1 where a household has been pre-matched<sup>2</sup> to, and accepted an offer of a suitable property that will be ready for move-in before the end of December 2023, or
- 1.2 where an individual requires continued attendance at a specific hospital or other medical facility, either to undergo treatment themselves on an inpatient or outpatient basis or to support a member of the household who is undergoing treatment on either an inpatient or outpatient basis. This treatment cannot be moved elsewhere and to move the household out of their current area would have an adverse impact on the effectiveness of the treatment they were receiving if interrupted.
- 1.3 While in interim accommodation, medical case households will continue to receive full board and wraparound support from the Recipient and Home Office Liaison officers. If no suitable hotel accommodation can be found in the required location, households may be accommodated in serviced apartments and would be responsible for their own food, laundry and other costs.
- 1.4 Local authorities will continue to be able to claim funding of up to £28 per Beneficiary per day to deliver the following ongoing services while households with serious medical needs remain in interim accommodation until 30 April 2024.

## STATEMENT OF OUTCOMES

## 1.5 Move-On Support

1.5.1 Hold one-to-one or family “Move On” conversations on a regular basis and in line with timescales of the interim accommodation closure plan to ensure that move on plans remain on track and flag any risks around these to HOLOs, including supporting families to find their own accommodation within the timescales of the interim accommodation closure plan if they choose to do so.

1.5.2 Complete, maintain and provide ongoing casework support for an individual or family specific “Move-On Plan” and ensure that this continues to reflect and take account of relevant medical needs to support the household to move on to alternative accommodation.

## 1.6 Facilitate the transition of households across local authorities.

1.6.1 by sharing key information (including number of family members, gender, age, education levels, medical issues, mental health issues, past experiences etc) between local authorities and relevant statutory services.

### Reporting on outcomes

- 1.7 The Recipient shall provide bespoke support for each family or individual while they remain in interim accommodation to help facilitate their orientation into their new home/area in line with the timescales of the interim accommodation closure plan.
- 1.8 Throughout the period of support the Recipient shall ensure interpreting services are available where necessary.
- 1.9 The above outcomes will be provided through a combination of office-based appointments, drop-in sessions, outreach surgeries and visits to interim accommodation sites (virtual or in person).
- 1.10 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of these arrangements.

### Requirements for beneficiaries with special needs/assessed community care needs

- 1.11 Where special needs/community care needs are identified after arrival in a new local authority area, the Recipient will use best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.

### Funding and Claims Process

- 1.12 The Authority agrees to provide Funding as a contribution to the Recipient’s eligible expenditure in delivering the outcomes described in Schedule 3, inclusive, as follows:

Descriptor	Tariff (£)
<b>Wraparound support for households with serious medical needs in interim accommodation</b>	£28.00 per person, per day

- 1.13 The Recipient must make a claim on the specific **“Annex A - Afghan – Interim Accommodation Support for Households with serious medical needs (Medical) Claim Form 2024-25 (Schedule 3 Funding)”** to receive this payment.
- 1.14 Guidance on how the Annex A should be included is included on the “Guidance Tab”.
- 1.15 In submitting a claim under this Funding Instruction, the Recipient is confirming they have to the best of its knowledge and belief, submitted true and accurate information.

# ANNEX A – EXPENDITURE CLAIM PRO-FORMA

The following Annex A Excel spreadsheet, and Exceptional Costs claim forms will be provided separately by the Resettlement Services Payments Team.

- Afghan – Transitional Accommodation Wraparound Support for Arrivals from 1 April 2024 to 31 January 2025 Claim Form (Schedule 1 Funding)
- Afghan – Temporary Accommodation Support (Homelessness) 2024-25 Claim Form (Schedule 2 Funding)
- Afghan – Interim Accommodation Support for Households with serious medical needs (Medical) Claim Form 2024-25 (Schedule 3 Funding)
- Afghan – Other - Exceptional Costs Claim Form 2024-25

# ANNEX B – DATA SHARING PROTOCOL (DSP)

## 1. AIMS AND OBJECTIVES OF THE DSP

- 1.1 The aim of this DSP is to provide a set of principles for information sharing including but not limited to the sharing of “personal data<sup>7</sup>” as classified under the Data Protection Legislation<sup>8</sup> between the Authority and the Recipient.
- 1.2 For the purposes of this DSP, the Authority is the Home Office, and the Recipient is 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.
- 1.3 This DSP sets out the roles that the Recipient must follow when handling information that includes personal data as defined in the UK Data Protection Legislation. 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 sharing of personal data is carried out in accordance with the seven UK General Data Protection Regulation<sup>9</sup> principles. The recipient, when processing personal data, in connection with this Funding Instruction must comply with these principles of good practice.
- 1.4 The seven GDPR principles can be accessed via this link to the Information Commissioners Office Website: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/principles/>

## 2. DATA PROTECTION LEGISLATION

2.1 The seven UK GDPR principles are:

**(i) Lawfulness:** processed lawfully, fairly and in a transparent manner in relation to individuals.

**(ii) Fairness and Transparency:** collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes.

**(iii) Purpose limitation:** adequate, relevant, and limited to what is necessary

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<sup>7</sup> “Personal data” as meaning “any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier. This definition provides for a wide range of personal identifiers to constitute personal data, including name, identification number, location data or online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

<sup>8</sup> Data Protection Legislation” means: (a) the UK GDPR (b) the Data Protection Act 2018 (c) regulation made under the DPA 2018 (d) regulation made under section 2(2) of the European Communities Act 1972 which relate to the EU GDPR or the Law Enforcement Directive

<sup>9</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018

in relation to the purposes for which they are processed.

**(iv) Accuracy:** accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased, or rectified without delay.

**(v) Storage limitation:** kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of individuals; and,

**(vi) Integrity and confidentiality (Security):** processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

**(vii) Accountability :** the controller shall be responsible for, and be able to demonstrate compliance with, paragraph 2.1 (a) – (f) (six other principles), ('accountability').



### 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,
  - not disclosing information to third parties who are not authorised to have access to shared information,
  - 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 of security,
  - any information losses, wrongful disclosures or personal data breaches originating from the Authority are reported to the Authority's Security team at [HOSecurity-DataIncidents@homeoffice.gov.uk](mailto:HOSecurity-DataIncidents@homeoffice.gov.uk)
  - they follow any information provided by the Authority's Security Team and Data Protection Officer, will provide direction on the appropriate steps to take e.g., notification to the Information Commissioner's Office (ICO) or dissemination of any information to the Beneficiaries.
  - The responsibility to notify the Home Office is not withstanding the internal policies SMPs, and local authorities will have regarding reporting data breaches to the ICO in their role as data controller in accordance with Clause 5 of this funding instruction.
- 3.3 Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.
- 3.4 The Authority will make available further information as to what constitutes a personal data breach upon request.
- 3.5 As public sector bodies the Authority and the Recipient are required to process personal data in line with His Majesty's Government Security Policy Framework ([Security policy framework: protecting government assets - GOV.UK](https://www.gov.uk/government/publications/security-policy-framework-protecting-government-assets) ([www.gov.uk](https://www.gov.uk)) guidance issued by the Cabinet Office when handling,

transferring, storing, accessing, or destroying information assets.

## 4. SUBJECT ACCESS REQUESTS

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

## 5. DATA TO BE SHARED

- 5.1 The Authority will share with the Recipient the following documents on an ARAP Beneficiary: :
- 5.1.1 Home Office Matching Triage Questionnaire (where available)
- 5.1.2 Occupational Therapy Assessment (where applicable)
- 5.2 The Authority will share with the Recipient the following documents for an ACRS Pathway 2 Refugee (as required):
- 5.2.1 IOM Migration Health Assessment Form (MHA)
- 5.2.2 IOM Pre departure Medical Screening Form (PDMS) and Pre-embarkation certificate (PEC).
- 5.3 The above documents at 5.2.1 and 5.2.2 will contain the following personal information about the Refugee:

### **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 process.

### **PDMS Form and PEC**

- Biographic data for each refugee that 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 shared personal information securely in accordance with the handling instructions associated with the information security classifications as well as its own data retention and destruction schedules.

- 6.2 Recipients will not retain the personal information for longer than is necessary for the purpose of resettlement activity as outlined in the funding instruction.
- 6.3 A regular review shall be conducted by the Recipient to assess the necessity of retaining the Beneficiary's personal data. Once the data is no longer relevant for those purposes it will be destroyed securely.

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

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

## **8. STAFF RESPONSIBILITIES**

- 8.1 Staff authorised to access a Beneficiary's personal data are personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 8.2 Staff should know how to obtain, use, and share information they legitimately need to do their job.
- 8.3 staff should never access information shared under this Funding Instruction, unless it is part of their role, and they have a business need to do so.
- 8.4 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.
- 8.5 Staff should uphold the general principles of confidentiality, follow the guidelines set out in this DSP and seek advice when necessary.
- 8.6 Staff must make sure they know what classification the information should have and stick to the rules for that level of protection.
- 8.7 Staff should not share any of the information shared or discuss individuals Details of cases outside of a business need or working environment.
- 8.8 Staff should never use removable media to store/move this information. Staff should keep work laptops and work phones secure at all times.

- 8.9 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.

## Sharing Data

- 8.10 Staff should never give out sensitive information over the phone or in any other way unless they are sure who they are giving it to, and they are entitled to that information.
- 8.11 Staff should not send any personal information, or information that could identify the case, by unsecure email.
- 8.12 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.
- 8.13 Staff should uphold the general principles of confidentiality, follow the guidelines set out in this DSP and seek advice when necessary.
- 8.14 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 may 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 Beneficiaries case file and must include the following information as a minimum:
- Date of disclosure;
  - Details of requesting organisation;
  - Reason for request;
  - What type(s) of data has been requested;
  - Details of authorising person;
  - Means of transfer (must be by secure); and
  - Justification of disclosure.
- 11.4 The restrictions on secondary disclosures as set out in paragraph 11.1 and 11.2 of this DSP apply equally to third party recipients based in the UK and third-party recipients based outside the UK such as international enforcement agencies.

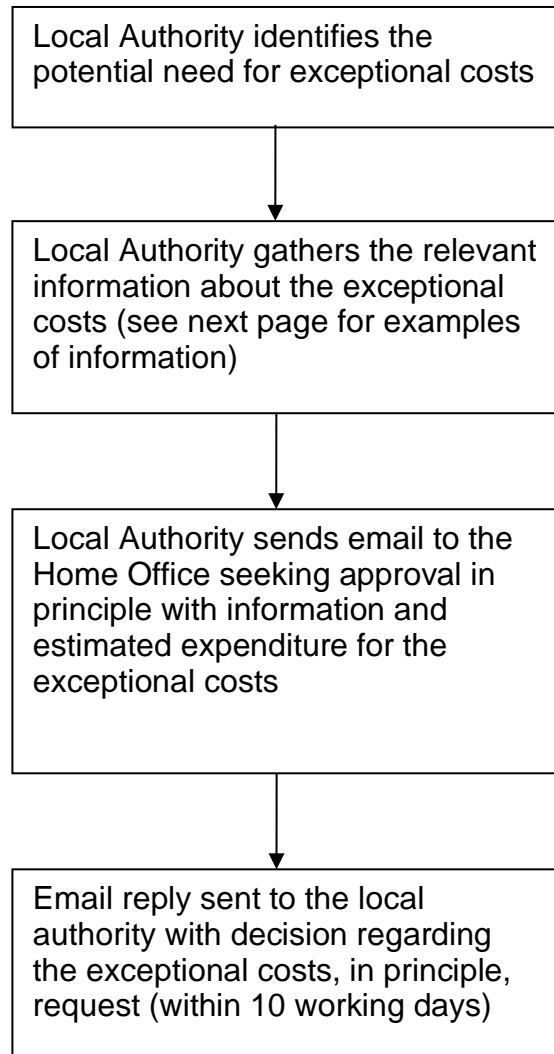
## **12. AUDITS**

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

# ANNEX C – GUIDE TO CLAIMING EXCEPTIONAL COSTS

'In principle' approval needs to be sought from the Afghan Scheme Local Authority Payments Team in advance of any costs being incurred. Where there is an urgency, please contact the Resettlement Services Payments Team lead.

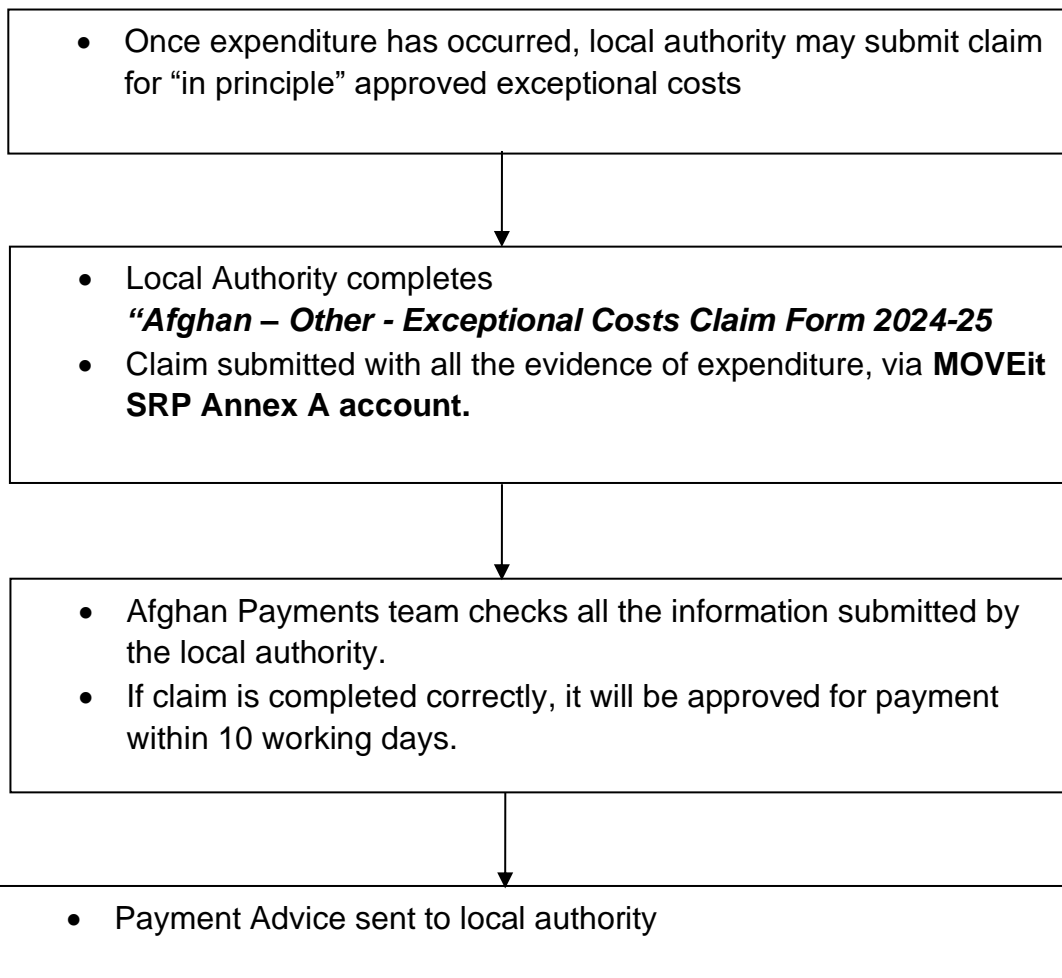
## Approval in principle



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



## Processing an exceptional cost claim



# ANNEX D – Roles and responsibilities for Local Authority Wraparound staff, and Home Office teams in Interim Accommodation until 30 April 2024



Home Office

## Roles and responsibilities split:

### Council wraparound staff and Home Office teams (HOLOs and Local Authority Engagement)

The following table sets out the default role split between councils and Home Office teams (Home Office Liaison Officers and the Home Office Local Authority Engagement team). Council wraparound staff and HOLOs should feel free to collaboratively adjust this default position if helpful for local delivery.

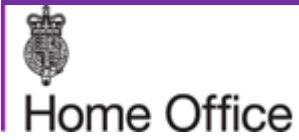
<b><u>Council wraparound (funded £28pppd)</u></b>	<b><u>Home Office Liaison Officer (HOLO)</u></b>	<b><u>Home Office Local Authority Engagement Team (LAET)</u></b>
<p><b><u>Summary of role:</u></b> To provide basic wraparound support to those in interim accommodation with a focus on move-on support.</p> <p><b><u>Key components of role:</u></b></p> <p><b>Move-On Support</b></p> <ul style="list-style-type: none"> <li>Hold one-to-one or family “Move On” conversations on a regular basis and in line with timescales of the interim</li> </ul>	<p><b><u>Summary of role:</u></b> Home Office Liaison Officers (HOLOs) have responsibility for overseeing the operational functioning of, and associated stakeholder engagement, in the bridging hotels.</p> <p>They are contracted by the Home Office to accommodate people on the Afghan resettlement schemes.</p>	<p><b><u>Summary of role:</u></b> The Home Office Local Authority Engagement team provides support to local authorities, devolved administrations and LGA around the use of interim accommodation. Each region has a dedicated Contact Officer and Strategic Lead who will work alongside SMPs and local authorities to ensure move-on of families from interim accommodation.</p>

<p>accommodation closure plan to ensure that move on plans remain on track and flag any risks around these to HOLOs, including supporting families to find their own accommodation within the timescales of the interim accommodation closure plan, if they choose to do so.</p> <ul style="list-style-type: none"> <li>• Complete, maintain and provide ongoing casework support for an individual or family specific “Move-On Plan” and ensure that this continues to reflect and take account of relevant medical needs to support the household to move on to alternative accommodation.</li> <li>• Facilitate the transition of households across local authorities by sharing key information (including number of family members, gender, age, education levels, medical issues, mental health issues, past experiences etc) between local authorities and relevant statutory services.</li> <li>• The council shall provide bespoke support for each family or individual while they remain in interim accommodation to help facilitate their orientation into their new home/area in line with the timescales of the interim accommodation closure plan.</li> <li>• Throughout the period of support the Recipient shall ensure interpreting services are available where necessary.</li> </ul>	<p>The HOLOs are responsible for communicating official Government messaging to individuals/families, including about Home Office property offers and next steps.</p> <p>The HOLOs work closely with the council wraparound staff to ensure joint conversations take place with households about moving on to settled accommodation.</p> <p><b><u>Key components of role</u></b></p> <p><b>Stakeholder engagement</b></p> <p>HOLOs manage stakeholder relationships and operational functions in hotels. HOLOs work with hotel personnel, councils, Government Departments, interpreters, and other stakeholders, as well as assisting in wellbeing, integration, and cultural events.</p> <p><b>Engagement surgeries</b></p> <p>HOLOs offer in-person and remote support to families/individuals, including:</p> <p>Appointment-based surgeries to address queries ranging from Home Office case-related queries, general hotel/food standard issues, guest concerns and grievances.</p> <p>Distribute Government communications.</p>	<p><b><u>Key components of the role:</u></b></p> <p>In relation to the ‘move-on’ process the LAET will:</p> <p>Provide a regional single point of contact within the Home Office for councils and other internal and external stakeholders supporting residents of interim accommodation, including escalating any concerns such as safeguarding and behavioural issues.</p> <p>Keep councils informed of plans to end the use of interim accommodation and work collaboratively to ensure guests are supported into settled accommodation.</p> <p>Provide support to councils throughout the process of ending interim accommodation and escalate any issues that will impact delivery.</p> <p>Work with councils to ensure that where moves are required between interim accommodation prior to interim accommodation closure, appropriate accommodation is secured, and any concerns are escalated accordingly.</p> <p>Ensure appropriate Home Office-commissioned wraparound support is provided by councils and their partners, as set out in these funding instructions.</p>
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<ul style="list-style-type: none"> <li>The above outcomes will be provided through a combination of office-based appointments, drop-in sessions, outreach surgeries and visits to interim accommodation sites (virtual or in person).</li> </ul> <p><b>Requirements for beneficiaries with special needs/assessed community care needs</b></p> <ul style="list-style-type: none"> <li>Where special needs/community care needs are identified after arrival in a new council area, the local authority will use best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.</li> </ul>	<p>HOLOs are the first point of contact to issue ASPEN cash cards and Biometric Residence Permits (BRPs).</p> <p><b>Triage/information collection</b> Triage and maintain accurate hotel occupancy data, including collecting data on needs and preferences of all guests in hotels in order to support effective matching to properties; and review as and when necessary.</p> <p><b>Close working with wraparound staff</b> HOLOs should meet regularly with wraparound staff to share intel and collaboratively problem-solve. As part of this, HOLOs should discuss the outcomes of triage exercises and homelessness referrals with relevant council staff and record the outcomes in central systems.</p> <p><b>Matching</b> HOLOs assist in the matching process by:</p> <p>Holding discussions with families on specific property offers.</p> <p>Managing expectations e.g., that better properties are unlikely to be available and would be at best a similar size and quality; and that specific offers are the first step towards their longer-term plans in the UK, not the location they need to remain in for many years/decades to come.</p>	<p>Facilitate dialogue with councils to commission and decommission interim accommodation within the estate, and manage any concerns raised.</p> <p>Work with councils and SMPs to secure settled accommodation offers for households and support councils throughout the whole resettlement process.</p> <p>Be the main point of contact for councils with resettled families, engaging regularly to provide support and resolve issues to maintain effective relationships.</p> <p><b>Leading Plan engagement</b> All operational engagement with LAs, DAs and LGAs regarding ending the use of interim accommodation.</p> <p>Securing property offers from LAs for those in interim accommodation.</p> <p>Supporting the matching process by connecting LAs and the matching team.</p> <p>Funding provisions owned by Home Office (payments made).</p>
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	<p>Act as a Home Office contact to families for accommodation moves.</p> <p><b>Incidents</b> HOLOs act as mediators to maintain positive multi-agency relations and will often lead unforeseen incident responses on the ground until it is resolved or referred, e.g., incidents which require police intervention, or safeguarding referrals.</p>	
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# ANNEX E – Roles and responsibilities for Local Authority Wraparound staff, and Home Office teams in Transitional Accommodation for arrivals from 01 April 2024 to 31 January 2025



## Roles and responsibilities split:

### Council wraparound staff and Home Office teams (HOLOs and Local Authority Engagement)

The following table sets out the default role split between councils and Home Office teams (Home Office Liaison Officers and the Home Office Local Authority Engagement team). Council wraparound staff and HOLOs should feel free to collaboratively adjust this default position if helpful for local delivery.

<b>Council wraparound (funded £28pppd)</b>	<b>Home Office Liaison Officer (HOLO)</b>	<b>Home Office Local Authority Engagement Team (LAET)</b>
<p><b>Summary of role:</b></p> <p>The council wraparound staff funded by £28pppd are responsible, together with the HOLOs for having joint conversations with hotel guests to help them navigate the challenges and opportunities of moving to settled accommodation and into communities.</p> <p>These conversations will help guests better understand public and private</p>	<p><b>Summary of role:</b></p> <p>HOLOs have responsibility for overseeing the operational functioning of, and associated stakeholder engagement, in the transitional hotels.</p> <p>They are contracted by the Home Office to accommodate people on Afghan resettlement schemes.</p> <p>The HOLOs are responsible for communicating official Government</p>	<p><b>Summary of role:</b></p> <p>The Home Office Local Authority Engagement team provides support to local authorities, devolved administrations and LGA around the use of interim accommodation. Each region has a dedicated Contact Officer and Strategic Lead who will work alongside SMPs and local authorities to ensure move-on of families from interim accommodation.</p> <p><b>Key components of the role:</b></p>



<p>settings/systems in the UK, including housing, employment, education, household planning, health and being an active member of local communities.</p> <p>The council wraparound staff work closely with HOLOs to hold joint conversations with families/individuals around the need to source their own accommodation and around property offer next steps where relevant (see HOLO section).</p> <p>Council staff should provide a visible presence in hotels on a regular basis to provide reassurance and support guests, whilst facilitating those conversations around accommodation.</p> <p>These conversations should be documented in the form of an individualised 'plan' to support each family/individual into their own settled accommodation.</p> <p>The expected roles/responsibilities set out below do not preclude the council from also using this funding for other purposes, as outlined in the statement of outcomes above.</p> <p><b>Key components of the role:</b></p> <p><b>To assess the priority of households for settled accommodation in accordance with the Home Office's Managing Vulnerability Households guidance.</b></p>	<p>messaging to individuals/families, including about Home Office property allocations and next steps.</p> <p>The HOLOs work closely with the local authority wraparound staff to ensure joint conversations take place with households about moving on to settled accommodation.</p> <p><b>Key components of the role:</b></p> <p><b>Stakeholder engagement</b></p> <p>HOLOs manage stakeholder relationships and operational functions in hotels. HOLOs work with hotel personnel, local authorities, Government Departments, interpreters, and other stakeholders, as well as assisting in wellbeing, integration, and cultural events.</p> <p><b>Engagement surgeries</b> : HOLOs offer in-person and remote support to families/individuals, including:</p> <p>Appointment-based surgeries to address queries ranging from Home Office case-related queries, general hotel/food standard issues, guest concerns and grievances. Distribute Government communications. HOLOs are the first point of contact to issue ASPEN cash cards and Biometric Residence Permits (BRPs).</p>	<p>In relation to the 'move-on' process the LAET will:</p> <p>Provide a regional single point of contact within the Home Office for councils and other internal and external stakeholders supporting residents of interim accommodation, including escalating any concerns such as safeguarding and behavioural issues.</p> <p>Keep councils informed of plans to end the use of interim accommodation and work collaboratively to ensure guests are supported into settled accommodation.</p> <p>Provide support to councils throughout the process of ending interim accommodation and escalate any issues that will impact delivery.</p> <p>Work with councils to ensure that where moves are required between interim accommodation prior to interim accommodation closure, appropriate accommodation is secured, and any concerns are escalated accordingly.</p> <p>Ensure appropriate Home Office-commissioned wraparound support is provided by councils and their partners, as set out in these funding instructions.</p> <p>Facilitate dialogue with councils to commission and decommission interim accommodation within the estate, and manage any concerns raised.</p>
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<p><b>a) 1:1 ‘move-on’ conversations. (This should be for every family/individual with particular priority for the most vulnerable)</b></p> <p>Hold 1:1 or family conversations as early as possible to assess the needs of the family under the vulnerability guidance and understand the aims, skills, needs/preferences of the adults and children.</p> <p>As part of the “Plan”, identify the most vulnerable families living in transitional accommodation and put in place actions to address vulnerabilities identified to enable the family to move-on to alternative accommodation.</p> <p>Share information on the most vulnerable families with the Home Office Matching Team via the HOLO.</p> <p>Wraparound staff should give information and support to residents to seek their own accommodation in the private rented sector via the ‘Find Your Own Accommodation’ pathway.</p> <p>For single guests, they should help them build a network which could see them moving into a house of multiple occupancy, which may be more readily available than one bedroomed accommodation.</p> <p>‘Move-on’ conversations and plans should consider and seek to address the specific needs of and potential barriers to individuals</p>	<p><b>Triage/information collection:</b> Triage and maintain accurate hotel occupancy data, including collecting data on needs and preferences of all guests in hotels in order to support effective matching to properties; and review as and when necessary.</p> <p><b>Close working with wraparound staff:</b> HOLOs should meet regularly with wraparound staff to share intel and collaboratively problem-solve. As part of this, HOLOs should discuss the outcomes of triage exercises and homelessness referrals with relevant local authority staff and record the outcomes in central systems.</p> <p><b>Matching:</b> HOLOs assist in the matching process by:</p> <p>Holding discussions with families on specific property allocations.</p> <p>Managing expectations e.g., that better properties are unlikely to be available and would be at best a similar size and quality; and that specific offers are the first step towards their longer-term plans in the UK, not the location they need to remain in for many years/decades to come.</p> <p>Act as a Home Office contact to families for accommodation moves.</p> <p><b>Incidents:</b> HOLOs act as mediators to maintain positive multi-agency relations and will often lead unforeseen incident responses</p>	<p>Work with councils and SMPs to secure settled accommodation offers for households and support councils throughout the whole resettlement process.</p> <p>Be the main point of contact for councils with resettled families, engaging regularly to provide support and resolve issues to maintain effective relationships.</p> <p><b>Leading Plan engagement:</b> All operational engagement with LAs, DAs and LGAs regarding ending the use of interim accommodation.</p> <p>Securing property offers from LAs for those in interim accommodation.</p> <p>Facilitating the process for Find Your Own moves, as per DLUHC guidance.</p> <p>Supporting the matching process by connecting LAs and the matching team.</p> <p>Funding provisions owned by Home Office (payments made).</p>
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<p>and families progressing to settled accommodation. Barriers could include understanding of the housing context, mental health, and English language. Councils wherever possible should seek to engage both men and women in ‘move-on’ conversations and support.</p> <p>The support provided should go beyond the statement of outcomes listed on receipt of the existing £28pppd wrap-around support.</p> <p><b>b) Supporting the Home Office Accommodation Allocation Process</b></p> <p>As part of the “Move-On Plan”, identify the most vulnerable families living in the bridging accommodation first in line with the Home Office Managing Vulnerable Households guidance to enable these to be considered for allocation to LA settled accommodation.</p> <p>Prioritising vulnerable families first. Thereafter all families. Encourage take up of housing offers, which will be communicated by the Home Office to relevant council staff.</p> <p><b>c) Information-sharing &amp; myth-busting</b></p> <p>Provide information and support to enable guests to (i) make informed decisions about moving on to settled accommodation and to enable them to (ii) settle successfully into being tenants and accessing services in new communities.</p>	<p>on the ground until it is resolved or referred, e.g., incidents which require police intervention, or safeguarding referrals.</p>	
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<p>As part of proactive move-on conversations, and where questions arise reactively, wraparound staff should provide accessible information and actively 'myth-bust' inaccurate guest expectations to ensure individuals/families are able to make informed decisions and they understand the wider rationale for property allocations being made in specific areas of the country.</p> <p>(Note: myth-busting materials will be provided by Government in parallel to support this.)</p> <p>For example: provide information around:</p> <p>Size/quality of UK housing in general; address specific myths around certain locations to ensure households are considering options outside of major cities; landlord relationship in private rented sector; home ownership; access to social housing.</p> <p>Responsibilities for payment of Council Tax, insurance, utility bills, food and rent payments.</p> <p>Financial position, eligibility, and opportunities for housing in the Local Housing Allowance (LHA) rate (via <a href="https://lha-direct.voa.gov.uk/">https://lha-direct.voa.gov.uk/</a>).</p> <p>Jobs markets and competition for certain roles.</p> <p>Public service provision (e.g., availability of school places, health places etc.)</p>		
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<p>Transport, inc. detailing that many people are required to travel some distance to work, education, shops, and places of worship.</p> <p>Maps of the UK and help downloading relevant apps to provide clarity on travel times and distances to families, employment, and amenities.</p> <p>Work with DWP to provide 'better off calculations' and clarify financial position (and requirement to find employment).</p> <p>Support guests to accept a matched property offer (where relevant) by reiterating HOLO messaging (see HOLO section).</p> <p>Help guests understand the role of the council once they move into settled accommodation.</p> <p><b>d) Find Your Own Accommodation.</b></p> <p>Wraparound staff are responsible for providing guests with information about accommodation options, guiding them through the FYO process, and offering support as they search for suitable accommodation in their local area and having conversations with guests on:</p> <p>Managing guest expectations on local circumstances in their area including affordability and suitability of properties (including appropriate property size);</p>		
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<p>The type of support they will receive if moving with integration support and what they may receive if moving without. Tenancy sustainment, such as bills and property upkeep; and</p> <p>Employment – helping guests to understand where there are employment opportunities and how being in work impacts the affordability of accommodation.</p> <p>Wraparound staff should engage with the local authorities in the areas in which the guest would like to move (if applicable) to agree the support they will provide integration support and the type of support provided.</p> <p>Staff should endeavour to follow the principles in the Find Your Own Accommodation Working Protocol.</p> <p>Wraparound staff may use this funding to support guests to access the PRS, such as (but not limited to) providing deposit and initial rent.</p> <p><b>e) Inter-council information sharing</b></p> <p>Wraparound staff will agree the transfer of families between councils by:</p> <p>Sharing key information (including number of family members, gender, age, education levels, mental health issues, past experiences etc.) between councils and relevant statutory services.</p>		
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<p>Facilitating conversations with the 'receiving' council where more information about a property/area is needed/requested by a family to ensure the successful transfer of that family.</p> <p>Agreeing continuity of support to ensure that there is sufficient handover in place to support the transition of families and individuals.</p> <p>Note: transport for all moves from Home Office Transitional Accommodation to settled accommodation approved by Local Authorities is currently organised by the Home Office; however, outside of these parameters, decisions will be made on a case-by-case basis and any changes will be confirmed to councils.</p> <p><b>2. Integrate cross-cutting considerations into support for households</b></p> <p><b>Consideration of needs &amp; backgrounds.</b> Throughout support to individuals/families, consideration should be given to the varying needs and backgrounds of residents, including differences based on gender and protected characteristics more broadly.</p> <p>Individual needs within family units, for example, of women, should be considered as well as a family's needs as a whole.</p> <p><b>Interpreting.</b> Ensure interpreting services are available where necessary.</p>		
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<p><b>Council commissioning.</b> Councils can use funding to deliver support directly by council staff and/or other organisations including the VCS and statutory services staff.</p> <p><b>Delivering in external settings.</b> Where possible, wraparound staff should support families/individuals to access services in the places that council advice is delivered – such as council offices, libraries, community settings etc. This will improve integration outcomes and will also help ensure that councils do not automatically need to develop a separate offer for those in hotels.</p>		
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## ANNEX F - Record of changes to these Funding Instruction (to previous published version)

Details of the amendments are as follows:

<b>Front cover</b>	Title of Funding Instruction (FI) changed for FY 24/25
<b>Page 1</b>	Validity of this Funding Instruction covers 01/04/2024 to 31/01/2025 (inc)  Date of issue changed to 05 December 2024  Version Changed to V1.1
<b>Definitions – Clause 1.3</b>	Definition added: Background Intellectual Property Rights
<b>Clause – 1.8</b>	Definition added: Civil Society
<b>Clause – 1.9</b>	Definition added: Civil Society Strategy
<b>Clause – 1.11</b>	Definition added: Code of Conduct
<b>Clause – 1.12</b>	Definition amended for “Commencement”
<b>Clause – 1.14</b>	Definition added: Data Incident
<b>Clause – 1.17</b>	Definition added: Day
<b>Clause – 1.19</b>	Definition added: Duplicate Funding
<b>Clause – 1.22</b>	Definition added: End Date
<b>Clause – 1.23</b>	Definition added: EU General Data Protection
<b>Clause – 1.27</b>	Definition added: Funding
<b>Clause – 1.29</b>	Definition amended for Funding Period
<b>Clause – 1.30</b>	Definition added: Grant Fraud
<b>Clause – 1.32</b>	Definition added: Ineligible Expenditure
<b>Clause – 1.34</b>	Definition added: Intellectual Property Rights
<b>Clause – 1.35</b>	Definition amended for Interim Accommodation
<b>Clause – 1.39</b>	Definition added: Local Administrator
<b>Clause – 1.44</b>	Definition added: Party
<b>Clause – 1.47</b>	Definition added: Scheme

<b>Clause – 1.56</b>	Definition added: UK Resettlement Scheme
<b>Clause – 1.57</b>	Definition added: UK Subsidy Control Regime
<b>3 – Scope</b>	Amended with previous paragraph 3.1.1 removed
<b>4 – Duration</b>	Paragraph 4.1 date amended
<b>6 – Funding Duration</b>	Paragraph 6.4 added for Ineligible Expenditure Paragraph 6.5 added for Duplicate Funding Paragraph 6.23 added for Termination or Changes to the Funding Instruction
<b>7 - Data Reconciliation and Payments</b>	7.4 End date changed to 31 January 2025.
<b>All Schedules</b>	Schedules have been re- organised:  Schedule 1 - WRAPAROUND SUPPORT - TRANSITIONAL ACCOMMODATION FOR ARRIVALS FROM 01 APRIL 2024 TO 31 JANUARY 2025  Schedule 2 - TEMPORARY ACCOMMODATION AND HOMELESSNESS SUPPORT  Schedule 3 - INTERIM ACCOMMODATION FOR HOUSEHOLDS WITH SERIOUS MEDICAL NEEDS – this funding available until 30 April 2024.
<b>Schedule 1: Post Arrival Relocation Support (Hotel Bridging Accommodation)</b>	This specific Schedule has been removed, together with all references to Bridging Hotel Accommodation in this Funding Instructions.
<b>Schedule 1: WRAPAROUND SUPPORT - TRANSITIONAL ACCOMMODATION FOR ARRIVALS FROM 01 APRIL 2024 TO 31 JANUARY 2025</b>	1.3 Date Changed to reflect new end date of 31 January 2025
<b>Schedule 2: TEMPORARY ACCOMMODATION AND</b>	1.10.2 End date changed to 31 January 2025

<b>HOMELESSNESS SUPPORT</b>	
<b>Schedule 5: LA Casework &amp; Relocation Support</b>	This specific Schedule has been removed, together with all references to Bridging Hotel Accommodation in this Funding Instructions.
<b>Annex A – Expenditure Claim Proforma</b>	Updated list of Annex A claim forms
<b>Annex B – Data Sharing Protocol</b>	Paragraph 2.2 update the principles of data protection. Paragraph 5 updated to reflect data to be shared
<b>Annex D – Roles for LA etc in Bridging Hotels</b>	This Annex has been removed. Subsequent Annexes renumbered to reflect change.
<b>Annex E - Roles and responsibilities for Local Authority Wraparound staff, and Home Office teams in Transitional Accommodation for arrivals from 01 April 2024 to 31 January 2025</b>	Date changed to reflect new end date of 31 January 2025.