



Home Office

Funding Instruction for Local Authorities: Asylum Grant

Financial Year 2025-2026

Scheme Reference: 395

Asylum Grants Team



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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. **“Asylum Accommodation”** means the collective term for all the types of accommodation – Contingency Accommodation (CA), Dispersal Accommodation (DA), Initial Accommodation (IA), and Medium Sites – in which an Asylum Seeker may be accommodated. This does not include Large Sites CA.
- 1.3. **“Asylum Dispersal Policy”** (or the **“Policy”**) means the Authority’s policy of dispersal of those seeking asylum accommodation in the UK introduced by the Immigration and Asylum Act 1999. The legislative intention was that by distribution across the country no one area would be overburdened by the obligation of supporting Asylum Seekers.
- 1.4. An **“Asylum Seeker”** for the purpose of the Funding relates to Section 110 of the Immigration and Asylum Act 1999 which covers persons who are, or have been, asylum-seekers, and their dependents. This would cover asylum seekers with live claims, failed asylum seekers and asylum seekers whose claims have been declared inadmissible as well as the dependents of those groups.
- 1.5. The **“Authority”** means the Secretary of State for the Home Department acting through the Asylum & Protection Transformation Team on behalf of the Crown.
- 1.6. **“Branding Manual”** means the HM Government of the United Kingdom of Great Britain and Northern Ireland’s Branding Manual ‘Funded by UK Government’¹ first published by the Cabinet Office in November 2022, including any subsequent updates from time-to-time.
- 1.7. A **“Clause”** means the clauses in this Funding Instruction.
- 1.8. **“Commencement Date”** means the date on which the Funding Instruction comes into effect and from which Funding may be paid, being the **01 April 2025**.
- 1.9. **“Contingency Accommodation” (“CA”)** means any accommodation identified by the Home Office and its accommodation providers as Contingency Accommodation.
- 1.10. **“Controller”** has the meaning ascribed to it in the relevant Data Protection Legislation.

¹ [Branding Funded By UKG-.pdf \(civilservice.gov.uk\)](#)

- 1.11. **“Crown Body”** (or **“Crown”**) means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, ministers and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf.
- 1.12. **“Data Protection Legislation”** means (i) the UK GDPR, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, (iii) all applicable Law about the processing of Personal Data and privacy, and (iv) (to the extent that it applies) the EU GDPR.
- 1.13. **“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.
- 1.14. **“Day”** means a single calendar day, Monday through Sunday (inclusive) and Days shall mean the plural.
- 1.15. **“Delivery Partner”** means any Third-Party whether an organisation or an individual working with the Recipient, whether remunerated or not, in the delivery of this Funding Instruction for the provision of the Purpose.
- 1.16. **“Dispersal Accommodation” (“DA”)** is accommodation provided to Asylum Seekers. This also includes Overflow Dispersal Accommodation (ODA). It does not include Contingency Accommodation (CA).
- 1.17. **“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 been declared to, and agreed by, the Authority.
- 1.18. **“Eligible Expenditure”** means all costs, expenses, liabilities, and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient during the Funding Period and which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.19. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Asylum Seekers and in accordance with the terms and outcomes of this Instruction.
- 1.20. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.21. The **“Funding Period”** means the period for which the Funding is provided from the Commencement Date to 31 March 2026.
- 1.22. **“Inadmissible Claim Case”** means any individual whose claim for asylum has been declared inadmissible.
- 1.23. **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (‘FOIA’), the Environmental Information Regulations 2004 (‘EIR’) and any subordinate or amended legislation made under these Acts from time to time together with any guidance or codes of practice issued by the relevant government department(s) concerning the legislation.
- 1.24. **“Initial Accommodation” (“IA”)** is the fixed Initial Accommodation capacity which must be provided by Home Office accommodation providers for each region. This does not include Contingency Accommodation.

- 1.25. **“In Writing”** means modes of representing or reproducing words in visible form including but not limited to paper correspondence, email, display on screen and electronic transmission.
- 1.26. **“Law”** means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.
- 1.27. **“Net”** is the increase in occupied beds.
- 1.28. **“Medium Sites”** HO procured properties (freehold or leasehold), previously larger properties but now medium-sized, flexible properties (50-500 bedspaces) to support an agile estate, e.g. former student accommodation.
- 1.29. A **“Month”** means a calendar month.
- 1.30. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount due.
- 1.31. A **“Party”** means a party to this Instruction whether a Recipient or the Authority.
- 1.32. **“Personal Data”** has the meaning given to it in the Data Protection Legislation.
- 1.33. A **“Recipient”** means a participating English, Welsh or Scottish local or regional authority to which the Authority has agreed to provide Funding under this Instruction as a contribution towards eligible expenditure incurred supporting Asylum Seekers.
- 1.34. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.35. The **“Scheme”** means the Authority’s operationalisation of its Asylum Dispersal policy and Funding offered to contribute to Recipient’s Eligible Expenditure in support of Asylum Seekers.
- 1.36. **“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.
- 1.37. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.38. **“Working Day”** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in the United Kingdom.

2. THIS INSTRUCTION

- 2.1. The Authority is exercising the power conferred to it by Section 110 of the Immigration and Asylum Act 1999
- 2.2. This Instruction consists of (12) Clauses, one (1) Schedule, and two (2) Annexes.

3. SCOPE AND DURATION

- 3.1. In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.

- 3.2. This Instruction sets out the terms under which the Home Office will make funding available to local authorities in England, Wales, and Scotland from the Commencement Date to 31 March 2026 to assist with Eligible Expenditure costs of supporting Asylum Seekers in Asylum Accommodation.
- 3.3. The Recipient has made commitments to support the Scheme, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Asylum Seekers.
- 3.4. Unless specifically stated otherwise, any Funding will be in respect of a Recipient's costs in fulfilment of its statutory duties and anything otherwise agreed with the Authority.
- 3.5. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and Schemes' evaluation purposes must be able to demonstrate that they have fulfilled the eligibility conditions in supporting Asylum Seekers in their local authority.

4. TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING

- 4.1. The Recipient acknowledges that grant funded arrangements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 4.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their Staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 4.3. Nothing in this Clause 4 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 4. Further, this Clause 4 shall not apply to information which is required to be disclosed pursuant to any Law or pursuant to an order of any court or statutory or regulatory body.
- 4.4. The Parties will comply at all times with their respective obligations under the Data Protection Legislation.
- 4.5. The Recipient shall ensure that any personal information concerning any Asylum Seeker disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a Third Party in accordance with the provisions of the Data Protection Legislation. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:
 - 4.5.1. have in place appropriate policies and procedures to recognise and maintain the Asylum Seeker's need for confidentiality; and
 - 4.5.2. ensure that without the consent of an Asylum Seeker, details of that individual Asylum Seeker are not released to any organisation not a Party to this Instruction.

- 4.6. The Recipient shall not use any information which they have obtained as a result of delivering the Scheme (including, without limitation, any information relating to any Asylum Seeker) in any way which is inaccurate or misleading.
- 4.7. It is not envisaged that the Authority or a Recipient will process Personal Data for or on behalf of the other Party, under or in connection with this Instruction. Where and to the extent that in undertaking the obligations set out in this Instruction or performing activities in delivering the Scheme this should change and either Party then anticipates that it will need to transfer Personal Data, it shall first notify the other Party and the Parties shall agree a Data Sharing Protocol (or similar) in accordance with Article 28 of the UK GDPR, or as otherwise required by the Data Protection Legislation.
- 4.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any Personal Data breach to the Information Commissioner's Office within 72-hours of identifying the initial incident.
- 4.9. In the event of any unauthorised disclosure the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Recipient shall be bound by and will abide by the decision of the Authority.
- 4.10. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such unauthorised disclosure, including (but not confined to) any civil or criminal liability.
- 4.11. The Authority also expects the Recipient to share relevant information on the delivery of the Scheme and on Asylum Seeker Dispersal with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of the Scheme.
- 4.12. Nothing in this Clause 4 shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body or Third Party that has a legitimate interest, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given In Writing where the Authority deems appropriate.
- 4.13. All approaches made by any person or organisation not a Party to this Instruction in respect of delivery to fund the Scheme must be referred to the Authority's press office for their advice and/or action.
- 4.14. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 4.15. The Recipient shall ensure that it has adequate provisions and effective controls in place to manage:
 1. data and prevent Data Incidents,
 2. the processing of data shared between itself and any Delivery Partner; and
 3. compliance with its obligations arising from the Data Protection Legislation.
- 4.16. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Instruction.
- 4.17. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.

- 4.18. The provisions of this Clause 4 shall survive the termination of this Instruction, however that occurs.

5. FUNDING

Eligible Expenditure

- 5.1. Funding provided must not be used for any purpose other than achieving delivery of the outcomes detailed in this Instruction, nor is it permissible to move/transfer any such funds elsewhere without prior written consent from the Authority.
- 5.2. Any funding issues resulting from an Asylum Seeker moving from a participating local authority during the term of the Funding are to be resolved between the Recipient and the relevant local authority.
- 5.3. The LA Costs Exercise produced evidence of the type of services and/or infrastructure the grant has been spent on over FYs 22/23 and 23/24. Examples are given below. Therefore, expenditure for this Funding may include, but not be limited to:
- 5.3.1. Statutory services; for example:
- education services
 - children's and adults' social care
 - waste collection
 - public health services
 - planning and housing services
 - road maintenance
 - library services
- 5.3.2. Non-statutory services; for example:
- leisure services
 - community initiatives
 - wellbeing services
 - interpreting provision
 - intervention services
 - signposting/ orientation services

Ineligible Expenditure

- 5.4. The Funding may under no circumstances be used to:
- 5.4.1 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;
- 5.4.2 Enable one part of government to challenge another on topics unrelated to the Purpose, or petition the Authority or other Third Parties for additional funding, or

- 5.4.3 Pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy, or
- 5.4.4 Pay input VAT reclaimable by the Recipient from HMRC, or
- 5.4.5 Fund activity that may be party-political in intention, use, or presentation, or
- 5.4.6 Support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working, or
- 5.4.7 Pay towards litigation costs incurred by the Recipient.

Duplicate Funding

- 5.5. 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.
- 5.6. 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

- 5.7. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, in order to avoid Overpayments.
- 5.8. 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

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

General

- 5.10. Unauthorised spends that exceed the maximum stated Funding levels will not be reimbursed by the Authority.
- 5.11. The relevant Recipient will be the single point of contact for invoicing and payments.
- 5.12. 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.

Termination or Changes to the Funding Instruction

- 5.13. This Funding Instruction may be amended by the Authority at any time and without notice. Any claims already made for which the resultant payment is being processed will be honoured, however any claims submitted after a notification of amendment shall be deemed as Ineligible Expenditure.
- 5.14. This Funding Instruction may be withdrawn by the Authority at any time with Sixty (60) Days' notice In Writing. Any claims already made for which the resultant payment is being processed will be honoured, however any claims submitted after a notification of withdrawal shall be deemed as Ineligible Expenditure.

6. DATA RECONCILIATION AND PAYMENTS

Single annual payment for occupied bedspaces on 30 March 2025

- 6.1. The Recipient will receive payment notifications in the form set out in Annex A, which, for the single annual payment for occupied bedspaces on the 30 March 2025, includes the total occupied bedspaces across DA, ODA, IA and CA on the 30 March 2025 and the financial support allocated.

Ongoing quarterly payments for additional bedspaces

- 6.2. For ongoing quarterly payments for additional bedspaces between the 01 April 2025 and 31 March 2026, payments will be issued through quarterly payments in arrears, based on the Net Monthly growth of new and occupied bedspaces, as measured against the baseline set at 30 March 2025. For any Medium Sites or LA pilot accommodation the baseline will be set at 30 March. It will include any new and occupied bedspaces opened between 01 April 2025 and 31 March 2026.
- 6.3. Payments will be processed within ninety (90) Days following notification of a payment allocation. These payments terms shall apply equally to Medium Sites and LA pilot accommodation. The payment notification will set out the Net growth figures for new and occupied bedspaces in an area at the time the report was run. Reports will be run Monthly, and numbers of bedspaces collated quarterly. The Recipient will have the opportunity to make representations if they believe that the level of Funding allocated is less than that or more than to which they are entitled under the terms of this Instruction.
- 6.4. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Asylum Grants Team AsylumGrant2025-2026@homeoffice.gov.uk within Thirty (30) Days of the Annex A notification being sent, following reconciliation against the Authority's records.
- 6.5. At the end of the period for which support is paid, final checks will be carried out to ensure that the payments already made accurately reflect the amounts to which the Recipient is entitled.
- 6.6. Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Asylum Grants Team [AsylumGrant2025-](mailto:AsylumGrant2025-2026@homeoffice.gov.uk)

2026@homeoffice.gov.uk via the dispute process (Annex B) within Thirty (30) Days of a payment being made.

- 6.7. Payments will be made by BACS using account details that the Recipient must supply to the Authority. 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:

Table 1

<p>Recipient Details:</p> <ol style="list-style-type: none"> 1. Registered name of company 2. Trading name of company 3. Company registration number 4. Vat registration number 	<p>Recipient Address Details</p> <ol style="list-style-type: none"> 1. Registered Address 2. Credit Control/Finance Address
<p>Contact Details:</p> <ol style="list-style-type: none"> 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 	<p>Payment Details:</p> <ol style="list-style-type: none"> 1. Bank Name 2. Branch name and address 3. Company Bank Account Name 4. Bank Account Number 5. Bank Account Sort Code

- 6.8. Original notification of, and all subsequent amendments to, the Recipient's bank details (as specified at **Table 1**) must be provided In Writing on its own headed notepaper, in PDF format, and duly signed by a Senior Finance Officer.
- 6.9. 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 accordance with the details specified at Table 1, and requirements noted in Clause 6.8.
- 6.10. In line with Cabinet Office guidance and with respect to due diligence, site visits will be arranged with all Local Authorities where the Recipient has been paid £100,000 or above.

7. MONITORING & EVALUATION

Asylum Grant Outcomes:

- 7.1. The expected outcomes are:
- 7.1.1. Minimising public service pressures; and
 - 7.1.2. Recognising the role of wrap-around funding in supporting Asylum Seeker wellbeing, mental health and community cohesion
- 7.2. The Recipient should itself manage and administer the quality and level of delivery relating to the support it provides to Asylum Seekers.

- 7.3. Both Parties shall monitor the delivery and success of the Scheme throughout the Funding Period to ensure that the purpose is being met and that this Instruction is being adhered to. The Authority will monitor how the Funding has been spent by gathering expenditure information. This will be carried out through a twice-yearly request sent out to Recipients. Information will then be analysed and evaluated to ensure that Scheme outcomes 7.1.1 and 7.1.2 are being met.
- 7.4. In all cases, to assist with monitoring and evaluation of the Scheme, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.
- 7.5. 10% Desk-Based Check: A desk-based check will be conducted on 10% of all payments made, with additional scrutiny applied to transactions of £100,000 and above. This includes verifying payments processed by the Grants Team to local authorities requiring BACs transactions, ensuring that Funding is correctly deposited into designated accounts.
- 7.6. Evidence Submission:
 - 7.6.1. All supporting evidence must be certified as a true copy of the original or accompanied by a covering letter confirming its authenticity.
 - 7.6.2. Certification must be provided by the Finance Director or an authorised signatory in accordance with the Recipient's Scheme of Delegation.
 - 7.6.3. For payments of £100,000 and above, additional verification measures may be required.
 - 7.6.4. All requested evidence must be submitted within 30 working days of the request.
- 7.7. Failure to comply with these requirements may result in payment delays or non-processing.

8. BREACH OF FUNDING CONDITIONS

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

9. ACTIVITIES – GENERAL

Sub-contracting

- 9.1. When procuring works, goods or services the Recipient must ensure that it complies with its statutory obligations, for example the Public Contracts Regulations 2023 in England, Northern Ireland & Wales. Or the Public Contracts (Scotland) Regulations 2023; In any event, the Recipient shall demonstrate value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services to support the delivery of the Scheme.
- 9.2. The Recipient must take all reasonable steps to ensure that anyone acting on its behalf shall not bring the Authority or the Scheme into disrepute; for instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Scheme.

Branding

- 9.3. The Recipient shall at all times from the Commencement Date, during and following the end of the Funding Period:
 - 9.3.1. comply with requirements of the Branding Manual in relation to the Scheme; and
 - 9.3.2. cease use of the *Funded by UK Government* logo on demand if directed to do so by the Authority.

Hours of Operation

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

Staff Standards

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

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

10. LIABILITY

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

11. DISPUTE RESOLUTION

- 11.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Instruction, in line with Annex B.
- 11.2. The Parties may settle any dispute using a dispute resolution process which they agree.
- 11.3. If the Parties are unable to resolve a dispute in line with the requirements of Clauses 11.1 or 11.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution ("CEDR"), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Party shall give notice In Writing (the ADR Notice) to the other Party, and the other Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start no later than ten (10) Working Days after the date of the ADR Notice.
- 11.4. The performance of the obligations which the Recipient has under this Instruction will not cease or be delayed because a dispute has been referred to mediation under Clause 11.3 of this Instruction.
- 11.5. The numbers of supported Asylum Seekers residing in each Local Authority will vary. The Funding is based on data recorded at a specific point in time and for that reason queries relating to variances of fewer than five (5) people will not be considered.

12. CONTACT DETAILS

- 12.1. For queries relating to this Instruction or the submission of payment applications, please email the relevant Asylum Grants Team at: AsylumGrant2025-2026@homeoffice.gov.uk

SCHEDULE 1

1. PAYMENTS SCHEDULE

Introduction

- 1.1 A payment will be made to facilitate Local Authorities to assist with costs of supporting Asylum Seekers. The payment is to provide a contribution to Eligible Expenditure incurred during FY2025-26 by a Recipient in relation to pressure on local services associated with supporting Asylum Seekers.

A single annual payment for support to be provided during FY25-26 will be based on number of occupied bedspaces as of the 30 March 2025

- 1.2 This payment is intended to recognise the existing contribution and longstanding support from local authorities. Each Recipient accommodating Asylum Seekers determined by a report run by the Authority on 30 March 2025 will receive a £1200 payment per Asylum Seeker in all accommodation types across Dispersal Accommodation (DA), Overflow Dispersal Accommodation (ODA), Initial Accommodation (IA), and Contingency Accommodation (CA). This Funding will be paid by 30 June 2025.

Ongoing quarterly payments for additional bedspaces

- 1.3 A payment of £100 per Month, for each additional occupied bed space between 01 April 2025 and 31 March 2026 (should occupancy increase above the 31 March 2025 figure).
- 1.4 This Funding is payable for all Asylum Accommodation types (DA, ODA, IA, CA, Medium Sites and in LA-led asylum accommodation through pilots). For Medium Sites and LA-led accommodation, payments will be calculated for additional bedspaces over the occupancy figure of zero. Funding eligibility will be assessed Monthly, and the Funding will be paid quarterly in arrears throughout the Financial Year.
- 1.5 The Authority is designing pilots for LA-led asylum accommodation. The total funding package for those pilots will be separate to the Funding provided through this Instruction but will run alongside it. We will consider alignment in future years as those pilots begin to deliver.

Payment Profile

- 1.6 Through this Funding Instruction the Authority will make a payment to the Recipient based on the numbers of accommodated Asylum Seekers at all accommodation types as at 30 March 2025, and on the Net growth of new and occupied bedspaces between 01 April 2025 and 31 March 2026 (inclusive) within the geographical bounds of the local authority above the 31 March 2025 occupancy figure. These will be paid as detailed in **Table 2** below.

- 1.7 No further funding will be paid by the Authority to a Recipient under this Funding Instruction. The Authority may opt to make further payments under further Funding Instructions but does not commit to do so within this Instruction. Arrangements for Medium Sites and LA-led pilot accommodation are stated above.

Payment

A single annual payment for occupied bedspaces on 30 March 2025

- 1.8 Under this Funding Instruction the Authority will make a single annual payment which reflects occupied bedspaces on the 30 March 2025 to the Recipient of £1200 per accommodated Asylum Seeker based on:
- 1.9 The number of Asylum Seekers accommodated within DA, ODA, IA, or CA on 30 March 2025 within the geographical bounds of the local authority

Ongoing quarterly payments for additional bedspaces

- 1.10 In addition, under this Funding Instruction the Authority will make an ongoing quarterly payment for additional bedspaces between the 01 April 2025 and 31 March 2026 to the Recipient of £100 for occupied bedspaces within DA, ODA, IA, or CA accommodation against the 30 March 2025 baseline, between 01 April 2025 and 31 March 2026 within the geographical grounds of the local authority (for Medium Sites and LA-led pilot accommodation the baseline will be set at zero). These will be paid as detailed in **Table 2** below.
- 1.11 The Payment will be based on Home Office reports run at the end of each Month. Payment will be made quarterly in arrears.
- 1.12 No further funding will be paid by the Authority to a Recipient under this Funding Instruction. The Authority may opt to make further payments under further funding instructions but does not commit to do so within this Instruction.
- 1.13 It is a matter for the Home Office to determine whether a property is eligible for the Payment in relation to bedspaces filled in the property.

2. PAYMENT FORMULA

2.1 The following payment formula will be used to calculate payment eligibility for 'T0' (baseline) and Monthly payments up to 31st March 2026:

Table 2:

Line Item	30th March 2025	30th April 2025	31st May 2025	30th June 2025
Time	T0 (Baseline)	T1	T2	T3
Dispersal Accommodation (DA)	DA_0	DA_1	DA_2	DA_3
Contingency Accommodation (CA)	CA_0	CA_1	CA_2	CA_3
Overflow Dispersal Accommodation (ODA)	ODA_0	ODA_1	ODA_2	ODA_3
Initial Accommodation (IA)	IA_0	IA_1	IA_2	IA_3
Total Occupancy	$T_0 = (DA_0 + CA_0 + ODA_0 + IA_0)$	$T_1 = (DA_1 + CA_1 + ODA_1 + IA_1)$	$T_2 = (DA_2 + CA_2 + ODA_2 + IA_2)$	$T_3 = (DA_3 + CA_3 + ODA_3 + IA_3)$
Growth in Occupancy		$G_1 = T_1 - T_0$	$G_2 = T_2 - T_0$	$G_3 = T_3 - T_0$
Occupancy Eligible for Payment	$E_0 = T_0$ ($DA_0 + CA_0 + ODA_0 + IA_0$)	$E_1 = \text{Maximum of: } G_1, \text{ or zero}$	$E_2 = \text{Maximum of: } G_2, \text{ or zero}$	$E_3 = \text{Maximum of: } G_3, \text{ or zero}$
Payment	$E_0 \times \text{£1200}$	$E_1 \times \text{£100}$	$E_2 \times \text{£100}$	$E_3 \times \text{£100}$

Table 2a: Total calculation payments eligibility

Line Item	Payments					
Time	T0	T0 payment by 30 June 25	Q1 by 30 September 25	Q2 by 31 December 25	Q3 by 31 March 26	Q4 by 30 June 26
Payment	30 th March 2025	$E_0 = T_0$ ($DA_0 + CA_0 + ODA_0 + IA_0$)	$E_1 + E_2 + E_3 \times \text{£100}$	$E_4 + E_5 + E_6 \times \text{£100}$	$E_7 + E_8 + E_9 \times \text{£100}$	$E_{10} + E_{11} + E_{12} \times \text{£100}$

- 2.2 *Council A ends the 24/25 financial year with 40 accommodated Asylum Seekers. In April the accommodated population increases to 90, before dropping to 70 at the end of May. In June, the population increases to 90.*

- At 30 March 2025 (Baseline), Council A has baseline eligible occupancy of 40 beds (eligible payment = $40 * £1200 = £48,000$).

Baseline Monthly growth (paid quarterly):

- 30 April 2025, Council A has a Net increase against its baseline eligible occupancy of 50 beds (eligible payment = $50 * 100 = £5,000$)
- 31 May 2025, Council A has a Net increase against its baseline eligible occupancy of 30 beds (eligible payment = $30 * 100 = £3,000$)
- 30 June 2025, Council A has a Net increase against its baseline eligible occupancy of 50 beds (eligible payment = $50 * 100 = £5,000$)
- **$£48,000 + £5,000 + £3,000 + £5,000 = £61,000$**

Baseline payment paid by 30 June 25. Ongoing payment paid by 30 September 25.

- 2.3 If a local authority has not received a payment by 30 June, and has received a payment notification advising of a due payment, they should email the Dispersal Grants Team at AsylumGrant2025-2026@homeoffice.gov.uk

The process

- 2.4 The single annual payment for occupied bedspaces on 30 March 2025 will only be made for total accommodated Asylum Seekers as of 30 March 2025, and the ongoing quarterly payments for additional bedspaces between 01 April 2025 and 31 March 2026 payment for Net growth figures for occupied beds within DA, ODA, IA, CA, Medium Sites and LA-led accommodation within the geographical bounds of the Local Authority. This will include existing properties where new bedspaces are opened between 01 April 2025 to 31 March 2026. If the Asylum Seeker is not a resident on that date or if Home Office supported Asylum Seeker accommodation exists within a local authority but is not occupied, then payment will not be made and cannot be claimed.
- 2.5 As per Clause 6.3 of this Instruction, the Recipient will receive payment notifications in the form set out in Annex A, which includes Net growth figures for occupied bedspaces within the geographical bounds of the local authority area at the time the report was run, and the financial support allocated.
- 2.6 Payment details and timings are set out in Clauses 6.1 to 6.10 of this Instruction.

ANNEX A – PAYMENT ALLOCATION

Annex A – Local authority payment notification.

Annex A will be shared as a separate attachment.

ANNEX B – DISPUTED CLAIMS RESOLUTION

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

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

Introduction

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

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

To submit a dispute, please fill in Part 1 with the original Home Office Figures and Part 2 with the local authority figures and return the form with a covering email and supporting evidence to: AsylumGrant2025-2026@homeoffice.gov.uk

Dispute Annex B			
Part 1:	Home Office Figures		
	Recipient:	Grant Funded Workstream: Asylum Grant	
	Period 2025-2026 Quarter [insert quarter]	Total number of new and occupied bedspaces for quarter [insert quarter] with the LA	Funding (£)
	Total Funding Received	-	£

Dispute Annex B			Please indicate if it's an over payment or under payment.
Part 2:	Local authority Figures		
	Recipient:	Grant Funded Workstream: Asylum Grant	Delete as appropriate: Underpayment* Overpayment
	Period 2025- 2026	Total number of newly opened and occupied bedspaces for quarter [insert quarter] with the LA	Funding (£)
	Total Funding Received	-	£
*If your dispute regards an underpayment, please provide the postcode.			

1.9 Please note, the numbers of supported Asylum Seekers residing in each local authority will vary. The Scheme is based on data recorded at a specific point in time

and for that reason queries relating to variances of fewer than five (5) people will not be considered.