



Home Office

Funding Instruction for Local Authorities: Asylum Dispersal Scheme Grant

Financial Year 2021-2022

Asylum & Protection Transformation

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Dispersalgrantsteam@homeoffice.gov.uk

TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

- 1.1. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.2. “**Asylum Dispersal**” means the policy of dispersal of those seeking asylum accommodation in the UK introduced by the Immigration and Asylum Act 1999. The legislative intention was that by distribution across the country no one area would be overburdened by the obligation of supporting asylum seekers.
- 1.3. An “**Asylum Seeker**” means, a person who has entered into a legal process of refugee status determination.
- 1.4. The “**Authority**” means the Secretary of State for the Home Department acting through the Asylum & Protection Transformation Team on behalf of the Crown.
- 1.5. A “**Clause**” means the clauses in this Funding Instruction.
- 1.6. “**Contingency Accommodation – Hotels**” means contingency accommodation in a hotel.
- 1.7. “**Contingency Accommodation – Other**” means contingency accommodation such as hotels, and former military accommodation This may include people (who may or may not be related) living at the same address and who share cooking facilities, bathrooms, or toilets, or living areas
- 1.8. “**Data Protection Legislation**” means (i) the General Data Protection Regulations (“UKGDPR”) including the Law Enforcement Directive and any applicable implementing Laws as amended from time to time, (ii) the Data Protection Act 2018 (“DPA 2018”) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy.
- 1.9. “**Day**” means any calendar day Monday through Sunday (inclusive).
- 1.10. “**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.
- 1.11. “**Dispersal Accommodation (DA)**” means primarily self-catering accommodation, provided under section 95 of the 1999 immigration act. It consists of a mix of bed-sits, self-contained accommodation, and maisonettes to house single adults, couples and families and rooms in Houses of Multiple Occupation (HMOs) for adults. Supported persons are provided with specific facilities as standard, e.g. cooking facilities, kitchen utensils, bathing facilities, linen, basic furniture and refuse disposal. If the household contains young children, additional specific equipment is provided as required, e.g., stair gate, cot and sterilising equipment.
- 1.12. “**Eligible Expenditure**” means all costs, expenses, liabilities, and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient during the funding period 01 April

2021 to 31 March 2022 and which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.

- 1.13. 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.
- 1.14. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.15. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Asylum Dispersal and in accordance with the terms and outcomes of this Instruction.
- 1.16. **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) in force, and any applicable implementing Laws as amended from time to time.
- 1.17. **“Initial Accommodation (IA)”** means Initial Accommodation that is provided under s98 of the 1999 immigration act and is provided whilst S95 eligibility is being decided. They are hostels or lodgings for people who have asked for asylum and do not have funds to support themselves.
- 1.18. **“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.
- 1.19. **“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.
- 1.20. A **“Month”** means a calendar month.
- 1.21. **“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.
- 1.22. **“Overflow Dispersal Accommodation (ODA)”** means Contingent Accommodation as accommodation which is used as part of a Contingent Solution. A Contingent Solution is then defined as “an accommodation solution developed and proposed by the Provider, and accepted by the Authority which is appropriate for housing destitute Asylum Seekers, in such scenarios that may from time to time arise where the region(s) have reached the Service User Volume Cap and there is a need for further accommodation for a period of time.
- 1.23. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount due.
- 1.24. **“Personal Data”** has the meaning given to it in UK Data Protection Legislation.

- 1.25. A **“Recipient”** means a participating local or regional authority to which the Authority has agreed to provide Funding under this Instruction as a contribution towards eligible expenditure incurred supporting Asylum Seekers.
- 1.26. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.27. **“The Scheme”** means the Asylum Dispersal Scheme.
- 1.28. **“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
- 1.29. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.30. A **“Working Day”** means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

2. THIS INSTRUCTION

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

3. SCOPE AND DURATION

- 3.1. This document sets out the terms under which the Home Office will make funding available to local authorities in England, Wales, and Scotland during the financial year 1 April 2021 to 31 March 2022 and to assist with their costs of supporting requests for properties made under Asylum Seeker Full dispersal.
- 3.2. The Recipient has made commitments to support the Scheme, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Asylum Seeker Dispersal.
- 3.3. 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.
- 3.4. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and Schemes’ evaluation purposes must be able to demonstrate that they have fulfilled the eligibility conditions in supporting Asylum Seeker Dispersal.

4. TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING

- 4.1. The Recipient acknowledges that grant funded arrangements issued by government departments may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in

accordance with the UK Government's commitment to efficiency, transparency and accountability.

- 4.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 4.3. Nothing in this Clause 4 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 4. Further, this Clause 4 shall not apply to information which is required to be disclosed pursuant to any law or pursuant to an order of any court or statutory or regulatory body.
- 4.4. The Recipient and the Authority will comply at all times with its respective obligations under UK Data Protection Legislation.
- 4.5. The Recipient shall ensure that any personal information concerning any Asylum Seeker disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a third party in accordance with the provisions of UK Data Protection Legislation. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Recipient shall:
 - 4.5.1. have in place appropriate policies and procedures to recognise and maintain the Asylum Seeker's need for confidentiality; and
 - 4.5.2. ensure that without the consent of an Asylum Seeker, details of that individual Asylum Seeker are not released to any organisation not party to this Instruction.
- 4.6. The Recipient shall not use any information which they have obtained as a result of delivering the Scheme (including, without limitation, any information relating to any Asylum Seeker) in any way which is inaccurate or misleading.
- 4.7. On receipt of personal data from the Authority, the Recipient will become an independent controller of that data in that the Recipient, in delivering the Schemes, will, at any time determine the purpose and means of the processing of the personal data. In doing so they shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data, will be individually and separately responsible for its own compliance and with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Clause 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Clause 32 of the GDPR.
- 4.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any personal data breach to the Information Commissioner's Office within 72 hours of identifying the initial incident.
- 4.9. In the event of any unauthorised disclosure the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Recipient shall be bound by and will abide by the decision of the Authority.

- 4.10. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such unauthorised disclosure, including (but not confined to) any civil or criminal liability.
- 4.11. The Authority also expects the Recipient to share relevant information on the delivery of the Scheme and on Asylum Seeker Dispersal with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of the Scheme.
- 4.12. All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund the Scheme must be referred to the Authority's press office for their advice and/or action.
- 4.13. Where applicable, the Recipient and the Authority are required to comply with the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 4.14. 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.
- 4.15. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 4.16. The provisions of this Clause 4 shall survive the termination of this Instruction, however that occurs.

5. FUNDING

Eligible Expenditure

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

Overpayments

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

Cessation of Funding

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

General

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

6. DATA RECONCILIATION AND PAYMENTS

- 6.1. The Recipient will receive payment notifications in the form set out in Annex A, which includes numbers of Asylum Seekers accommodated and the financial support allocated.
- 6.2. The payment notification will set out the number of asylum seekers resident in an area at the time the report was run. The Recipient will have the opportunity to make representations if they believe that the level of Funding allocated is less than that or more than to which they are entitled under the terms of this Instruction. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Dispersal Grants Team (Dispersalgrantsteam@homeoffice.gov.uk) within Thirty (30) days of the Annex A notification being sent, following reconciliation against the Authority's records.
- 6.3. At the end of the period for which support is paid, final checks will be carried out to ensure that the payments already made accurately reflect the amounts to which the Recipient is entitled.
- 6.4. Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Dispersal Grants Team (Dispersalgrantsteam@homeoffice.gov.uk) via the dispute process (Annex B) within Thirty (30) days of a payment being made.
- 6.5. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper, signed by a senior finance official. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new account or change of BACS payment details is as follows:

Supplier Details

1. Registered name of company

Supplier Address Details

1. Registered Address

- | | |
|--------------------------------|-----------------------------------|
| 2. Trading name of company | 2. Credit Control/Finance Address |
| 3. Company registration number | |
| 4. Vat registration number | |

Contact Details

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

Payment Details

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

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

7. MONITORING & EVALUATION

- 7.1. The Recipient should itself manage and administer the quality and level of delivery relating to the support it provides to Asylum Seekers.
- 7.2. In all cases, to assist with monitoring and evaluation of the Schemes, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

8. BREACH OF FUNDING CONDITIONS

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

- 8.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

9. ACTIVITIES – GENERAL

Sub-contracting

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

Staff Standards

- 9.3. 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”¹ which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 9.4. The Recipient shall:
- 9.4.1. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by appropriately senior staff. All staff must be aware of these policies and of how to raise any concerns.
- 9.5. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.
- 9.6. The Recipient shall implement the Schemes in compliance with the provisions of UK Data Protection Legislation.

10. LIABILITY

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

11. DISPUTE RESOLUTION

- 11.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Instruction, in line with Annex B.
- 11.2. The Parties may settle any dispute using a dispute resolution process which they agree.

¹ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

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

12. CONTACT DETAILS

For queries relating to this Instruction or the submission of payment applications, please email the relevant Dispersal Grants Team at:

Dispersalgrantsteam@homeoffice.gov.uk

SCHEDULE 1

1. PAYMENTS SCHEDULE

Introduction

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

This Asylum Dispersal Scheme will support Local Authorities through grant payments of £250 per asylum seeker in Home Office Supported Asylum Seeker accommodation as of 27 March 2022.

Payment Profile

Under this funding instruction the Authority will only make one Payment to the Recipient based on the eligibility criteria on 27 March 2022. No further funding will be paid by the Authority to a Recipient under this funding instruction. The Authority may opt to make further payments under further funding instructions but does not commit to do so within this instruction.

Payment: Ongoing Participation and Contribution

The Payment will be based on eligibility criteria on 27 March 2022. Eligibility will be based on number of occupied beds in Home Office Supported Asylum Seeker accommodation under the following categories, within the geographical bounds of the local authority:

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

We will notify local authorities of their eligibility for the payment in May 2022. The payment will be made by 30th June 2022.

How to Claim

Payment will only be made for occupied beds in Home Office Supported Asylum Seeker accommodation within the geographical bounds of the local authority on 27 March 2022. If the Asylum Seeker is not a resident on that date or if Home Office Supported Asylum Seeker accommodation exists within an authority but is not occupied, then payment will not be made.

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

If a local authority has not received payment notification by 30 June 2022, they should email the Dispersal Grants Team at:

Dispersalgrantsteam@homeoffice.gov.uk

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

ANNEX A – PAYMENT ALLOCATION

Annex A – Local Authority payment notification

Annex A will be shared as a separate attachment.

ANNEX B: DISPUTED CLAIMS RESOLUTION

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

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

Introduction

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

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

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

Dispute Annex B		
Part 1:	Home Office Figures	
	Grant Recipient:	Grant Funded Workstream: Asylum Seeker Dispersal
	Period 2021-2022	Total number of resident asylum seekers on the 27 March 2022 with the LA
	Total Funding Received	-

Dispute Annex B		
Part 2:	Local Authority Figures	Please indicate if it's an over payment or under payment.
	Grant Recipient:	Grant Funded Workstream: Asylum Seeker Dispersal
	Period 2021-2022	Total number of resident asylum seekers on the 27 March 2022 with the LA
	Total Funding Received	-

*If your dispute regards an underpayment, please provide the postcode.