

# **PROOF OF EVIDENCE**

## **Volume 2: Appendices**

Mr Mark Jackson MRTPI, Partner, Planning,  
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Appeal PINS ref. APP/Y3425/W/23/3315258

CHANGE OF USE FROM STUDENT  
ACCOMMODATION TO ASYLUM SEEKER  
ACCOMMODATION

Former University Halls of Residence,  
Stafford Education and Enterprise Park,  
Weston Road, Stafford, Staffordshire, ST18 0AB

Town & Country Planning Act 1990  
(as amended)

Serco Limited

April 2023

## **APPENDICES**

Appendix 1 – Asylum Accommodation and Support, Schedule 2 Statement of Requirements

Appendix 2 – Email from the Council's agent dated 27 March 2023

Appendix 3 - Asylum Statistics, House of Commons Library, March 2023

Appendix 4 - West Midlands Probation Committee v Secretary of State for the Environment, Transport and the Regions (1998)

Appendix 5 – Smith v First Secretary of State & Mid Bedfordshire DC [2005] EWCA Civ 859 Buxton LJ

Appendix 6 – Distances to schools from other Serco managed properties

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## **APPENDIX 1**

# **Asylum Accommodation and Support**

## **Schedule 2**

### **STATEMENT OF REQUIREMENTS**

[**Note:** Any references within this document to existing or proposed representative groups may be subject to change]

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# 1 STATUTORY & MANDATORY REQUIREMENTS AND GENERAL PRINCIPLES

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## 1.1 STATUTORY & MANDATORY REQUIREMENTS

- 1.1.1 The Provider in delivering all the services defined within this Schedule 2 shall ensure that it complies with all relevant mandatory and statutory requirements and the Authority's rules, guidance, instructions and policies, including but not limited to housing, food, road traffic, hygiene, employment, equal opportunities, race relations, child protection, safeguarding, data protection and health and safety. Should there be any conflict between the requirements of this Schedule and Relevant Law then Relevant Law shall prevail.
- 1.1.2 The Provider shall source all premises, equipment and facilities required to deliver the service, and shall ensure that these premises, equipment and facilities meet all relevant regulatory requirements and are suitable for the purpose.
- 1.1.3 The Provider shall comply with the duties imposed on them by section 55 of the Border, Citizenship and Immigration Act 2009, and the children's duty, to safeguard children from harm and promote their welfare.
- 1.1.4 Where instructed by the Authority to do so, or where the Provider believes that it is in the best interests of the Service User, the Provider shall support Local Authorities in discharging Local Authority responsibilities to Service Users under the Care Act 2014, in accordance with the requirements set out in Paragraph 1.2.5.4 of this Schedule 2.
- 1.1.5 The Provider shall in delivering the services comply with:
- the Authority's guidance relating to information technology and security;
  - the Authority's policies and guidance relating to domestic violence, racist incidents, asylum care needs, dispersal guidelines and relocations;
  - the Authority's policies and guidance relating to the Safeguarding of children and vulnerable adults. This includes recognising the indicators of a vulnerable or at risk person with specific needs, and responding appropriately to their needs;
  - The Authority's policies and guidance issued in support of the Authority's wider objectives;
  - The Authority's policies and guidance relating to failure to travel and asylum support compliance; *and*
  - Relevant ISO or equivalent British standards, including but not limited to:
    - 9001 Quality Assurance;
    - 14001 Environmental Management;
    - 18001 Health and Safety Assurance;

- 27001 IT Security; *and*
- 22301 Business Continuity.

1.1.6 For the purposes of dispersal of Service Users to the Specified Region and to areas within the Specified Regions, the Provider shall comply with the directives, guidance or instructions issued by the Authority.

## **1.2 GENERAL PRINCIPLES**

The Provider shall comply with the provisions set out in Schedule 7 (*Contract Management*) with regard to the management of this Contract.

### **1.2.1 Service Users: Background Information**

1.2.1.1 The Provider shall understand the background and needs of the Service User and understand that some Service Users will have particular characteristics and special needs that require the provision of particular Accommodation or Accommodation in a specific locality, and/or the provision of transport that is suitable for their needs.

1.2.1.2 In particular, the Provider acknowledges and agrees that Service Users will need to be managed with sensitivity, compassion and respect, and that they may:

- be individuals who appear to be, or are likely to become, destitute;
- have suffered trauma, be suspicious or frightened of authority figures and/or be afraid of other Service Users and strangers;
- be from many countries and speak various languages (of which English may not necessarily be one); *and/or*
- be individuals, couples or family units. The size of the family units may range from single parent families to larger extended families; *and/or*
- be Complex Bail Cases; defined here as a Service User who is an ex-Foreign National Offender released on Criminal Bail, or similar special cases.

1.2.1.3 The Provider further acknowledges and agrees that some Service Users will have particular characteristics including:

- physical disabilities;
- mental illness or disabilities;
- medical conditions;
- age related characteristics; *and/or*

- other characteristics related to Service Users having specific needs or being at risk<sup>1</sup>.
- 1.2.1.4 Where the Authority is aware of a Service User who may have specific needs or be at risk, the Authority shall notify the Provider and provide instructions on any specific Accommodation or support requirements the Provider shall provide to meet the needs of the Service User.
- 1.2.1.5 Given it may not be immediately apparent whether a Service User is at risk or has specific needs, the Authority shall require the Provider to be proactive in monitoring and identifying Service Users with specific needs or at risk Service Users within their care. The Provider shall also be proactive in making referrals to relevant statutory and/or voluntary services for an assessment of Service User needs, where appropriate.
- 1.2.1.6 Where a Provider believes, or has reasonable grounds to suspect that a Service User may be at risk or have specific needs, in accordance with the Authority's guidance and [Annex G](#) of this Schedule 2, the Provider shall respond appropriately to the Service User's needs to ensure the safety and wellbeing of the Service User, in accordance with the Authority's requirements.
- 1.2.1.7 The Provider shall also notify the Authority of changes in a Service Users circumstances or needs, in accordance with Paragraph [4.4.3](#) of this Schedule 2, and may refer to the Authority for guidance where appropriate.
- 1.2.1.8 The Provider must treat all Service Users in a polite, courteous and respectful manner, in accordance with the principles of procedural fairness set out in [Annex F](#) of this Schedule 2, recognising their rights as individuals and respecting the confidential nature of personal data in their possession.
- 1.2.1.9 The Provider agrees and acknowledges that the safety and security of the Service Users in the Provider's care is of absolute importance and must not be jeopardised. The Provider shall be responsible for the general welfare of Service Users in its care. The Provider must provide decent conditions, to the extent that this is within its power, for Service Users and meet their needs, including in respect of facilitating access to health and social care.
- 1.2.1.10 Proper care should be taken by the Provider to protect Service Users from curiosity, insult and physical harm whilst Service Users are in their care, including during transport.
- 1.2.1.11 The Provider is required to be able to support and provide Accommodation (in each case in accordance with this Contract) for Service Users with any language.
- 1.2.1.12 The Provider shall seek the approval of the Authority before it implements any novel or contentious approaches for the monitoring and management of Service Users, including the use of equipment to record Service Users.

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<sup>1</sup> See 'Annex G Service Users with Specific Needs or At Risk Service Users' for further information concerning the characteristics of these Service Users.



## **1.2.2 Hours of Operation**

1.2.2.1 The Provider shall note that in regard to 'Accommodation Services' and 'Service User Support Services' that the offices and establishments of the Authority conduct normal business during Working Hours. The Provider, however, shall work at any times necessary to deliver the services defined in this Schedule 2.

## **1.2.3 Personnel Standards**

1.2.3.1 The Provider shall ensure that the recruitment, selection and training of its staff, including persons employed by or as agents of sub-contractors to the Provider, are consistent with the standards of service required for the performance of the service. The Provider shall fully equip and train staff (including volunteers) 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.

1.2.3.2 The Provider shall ensure that staffing levels are appropriate at all times for the purposes of the Service and to ensure the security and wellbeing of all Service Users, dependent children and the Provider's staff.

1.2.3.3 The Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have direct contact with Service Users, or access to Service User data, shall, prior to having such direct contact or access, have been subject to Disclosure and Barring Service (DBS), Disclosure Scotland or AccessNI checks, where applicable to their role, in accordance with the 'Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975'. The Provider shall provide evidence to the Authority, upon request, demonstrating that the Provider has adequately considered which staff are applicable for a DBS disclosure, or similar, and satisfied the requirement for a DBS disclosure, or similar, where the Provider has considered it necessary.

1.2.3.4 The Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have direct contact with Service Users, or access to Service User data, shall, prior to having such direct contact or access:

- have been subject to, and satisfied, immigration and right to work checks;
- have been made aware of the requirement in section 55 of the Borders, Citizenship and Immigration Act 2009 (BCIA 2009), that in providing services on behalf of the Authority, the Provider does so having regard to the need to safeguard and promote the welfare of children who are in the UK. The Provider must also be aware of the requirement to take into account the guidance issued for that purpose under section 55 of that Act. The Provider's staff must have received training to fulfil this responsibility provided by either the Authority or a Local Safeguarding Children's Board (or the equivalent in Scotland

or Northern Ireland). Where relevant, this should be supplemented or modified to reflect the services that are provided; *and*

- have been made aware of their obligations to safeguard vulnerable adults as stipulated by the Authority in its policies, guidance and training.

1.2.3.5 The Provider's Chief Executive Officer or equivalent; Finance Director, the person designated as in charge of data handling/data protection/security and persons with system administrator access to bulk Service User data, shall be subject to Security Clearance (SC) checks by the Authority as a reflection of their positions of control within the organisation.

1.2.3.6 The Provider shall ensure that the SC checks of the relevant personnel above are completed prior to the commencement of this Contract. The Provider shall ensure that new staff appointed to these positions once the Contract has commenced have completed SC checks before taking their posts.

1.2.3.7 All staff (including volunteers and sub-contractor agents) engaged in delivering services in accordance with this Schedule 2 must satisfy the Authority's Immigration and right to work checks, shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in line with all Relevant Law. In particular:

- specific individuals tasked with managing and/or administering aspects of this Contract and the Accommodation portfolio shall be competent in information technology, operations, management accounting and/or property management as required by their function;
- staff with contact with Service Users, either remotely or face-to-face (including volunteers and sub-contractor agents) shall be adequately trained in accordance with the requirements of Paragraph [1.2.4](#) of this Schedule 2, to enable them to effectively identify and appropriately respond to Service User needs;
- staff (including volunteers and sub-contractor agents) shall be adequately trained in counter terrorism awareness and will know how and to whom to report concerns about a Service User; *and*
- the Provider shall nominate an individual, with sufficient training, to be the single point of contact for all staff (including volunteers and sub-contractors) to report or discuss concerns of a Counter Terrorism nature, and shall provide the name and contact details of this individual to the Authority. The nominated person should know how to report concerns to the Police and to the Authority.

1.2.3.8 The Provider shall, on request, provide the Authority with details of all staff (and volunteers and sub-contractor agents) delivering the services in this Schedule 2 (both current and historical), with details of their qualifications and professional accreditations relevant to their role.

1.2.3.9 Staff engaged in delivering services shall possess, and when in contact with Service Users display, clear and unambiguous identity cards, with photographs, showing that they are duly authorised to conduct business on

behalf of the Provider. These identity cards will clearly show the name and job title of the individual.

- 1.2.3.10 Staff uniforms will not be worn by the Provider staff delivering the services in this Contract. The Provider shall ensure, however, that all staff performing the services are dressed appropriately (i.e. smart dress), taking into consideration safety and hygiene.

## **1.2.4 Training**

- 1.2.4.1 The Provider's training programme for all the Provider staff involved in the delivery of this Contract must cover, as a minimum, the following requirements:

- the asylum and asylum support systems;
- equality and diversity;
- data protection; *and*
- safeguarding.

- 1.2.4.2 In addition to the requirements described above, the training programme for Provider staff with regular or face-to-face contact with Service Users, and/or responsibility for the safety and security of Service Users and dependent children, must cover, as a minimum, the following requirements:

- ethnic diversity and cultural awareness;
- suicide and self-harm awareness and prevention;
- basic first aid;
- gender based violence;
- fire safety;
- health and safety;
- vicarious trauma;
- unconscious bias;
- counter terrorism;
- modern slavery;
- training relating to required housing standards and relevant regulatory requirements; *and*
- any other relevant training as specified by the Authority.

- 1.2.4.3 The Provider's training provision should take account of established good practice and relevant Standards (where applicable), and be approved by the Authority, and/or certified or accredited by a relevant and suitably qualified external organisation (where applicable).

- 1.2.4.4 As a minimum, Provider staff should receive refresher training on the requirements listed above annually (i.e. refresher training completed every twelve (12) months), or more regularly if required by the Authority or a relevant external certification / accreditation organisation unless otherwise agreed by the Authority.
- 1.2.4.5 The Provider shall work with relevant subject matter experts and certifying / governing bodies to review training programmes at least every three (3) years, or more regularly if required by the Authority, to ensure that the training programme offered to Provider staff remains up-to-date and reflects the latest guidance and good practice.
- 1.2.4.6 As part of Contract management, the Authority has the right to audit or review the Provider's compliance with the staff training requirements outlined above. Upon request by the Authority, the Provider shall give the Authority access to any information or records required to demonstrate Provider compliance with staff training requirements in a timely manner (usually within five (5) working days of the Authority's request). Access to relevant information and records shall not be unreasonably withheld by the Provider.
- 1.2.4.7 The Provider shall submit a code of discipline and behaviour for their employees to the Authority for approval prior to the commencement of services, and shall ensure that all staff adhere to the code throughout the term of the Contract.

## **1.2.5 Safeguarding of Service Users**

- 1.2.5.1 As set-out in Paragraph [1.2.1.3](#), the Provider acknowledges that some Service Users may have specific needs or be at risk whilst they are within the care of the Provider.
- 1.2.5.2 It is the responsibility of the Provider to proactively monitor the Service Users within their care to identify Service Users who may have specific needs or be at risk, and to notify the Authority if the Provider believes or suspects that a Service User may have specific needs or be at risk, or is demonstrating indicators of being at risk, in accordance with guidance provided by the Authority.
- 1.2.5.3 The Provider shall ensure that guidance and training provided to staff regarding the identification and management of vulnerable Service Users with specific needs, or at risk Service Users, is kept up to date and aligns with accepted good practice, and that the Provider has sought input from the Authority to ensure that their guidance and materials align with the Authority's safeguarding strategy.
- 1.2.5.4 The Provider shall appropriately respond to the needs of at risk Service Users or Service Users with specific needs in their service delivery, to assure their safety and wellbeing. This will include, but may not be limited to:
- providing Accommodation which is safe, habitable and fit-for-purpose, in accordance with [Annex B](#) of this Schedule 2, with

appropriate adaptations to meet the needs of Service Users, as required;

- ensuring that Service Users in need of care or medical treatment have access to appropriate healthcare, in accordance with Paragraphs [1.4](#), [4.4.5](#) and [4.4.6](#) of this Schedule 2;
- operating in accordance with room sharing and relocation guidelines set out in [Annex C](#) of this Schedule 2;
- referring Service Users at risk or with specific needs to relevant Local Authority teams for a care and support assessment, under the Care Act 2014 (or Social Services and Wellbeing (Wales) Act 2014 or Social Care (Self-Directed Support) (Scotland) Act 2013, as applicable);
- liaising with relevant Local Authority teams to facilitate the transfer of Service Users into Local Authority care, where this has been determined by the Local Authority as the most appropriate course of action following the care and support assessment for the Service User, including transporting the Service User to their Local Authority operated Accommodation in a safe, secure and sensitive manner;
- liaising with relevant Local Authority teams to help facilitate the provision of Local Authority care and support services to Service Users within Provider Accommodation, for whom such care and support has been deemed appropriate and necessary by the Local Authority, including providing access to the Service User's Accommodation to relevant Local Authority or health provider staff;
- participating in multi-agency forums, as required, to support the safeguarding and wellbeing of Service Users with specific needs, or at risk Service Users;
- implementing appropriate inspection and reporting procedures necessary to assure the safeguarding and wellbeing of Service Users with specific needs, or at risk Service Users; *and*
- maintaining complete and auditable records demonstrating how the Provider has considered and responded to the circumstances and needs of Service Users with specific needs, or at risk Service Users.

1.2.5.5 Where the Authority is aware that a Service User has specific needs or is at risk, and requires referral to a Local Authority team for a care and support assessment, the Authority shall make the relevant referral, and shall provide instructions to the Provider setting out their requirements in support of the referral process and its outcomes.

## **1.2.6 Quality management**

1.2.6.1 The Provider shall:

- manage and administer the quality and level of service delivery and its own performance relating to the delivery of all services defined in this Schedule 2;
- continuously monitor the quality of service delivery and performance, and report outcomes to the Authority in accordance with but not limited to the provisions of Schedule 13 (*Performance Management Regime*), Schedule 7 (*Contract Management*) and Schedule 14 (*Monitoring and Management Information*) and any further agreed reporting and record-keeping procedures agreed with the Authority.
- monitor Service User experience of the Provider's service delivery and report outcomes to the Authority at regular intervals, in accordance with the provisions set out in Schedule 13 (*Performance Management Regime*), Schedule 7 (*Contract Management*) and Schedule 14 (*Monitoring and Management Information*); and
- establish quality management policies, processes and procedures in accordance with relevant International or British standards.

#### 1.2.6.2 The Authority shall:

- at its own expense conduct such monitoring and/or audit of the services and the Provider's monitoring and quality assurance procedures, as agreed with the Provider (such agreement not to be unreasonably withheld or delayed);
- not be limited in its methods of monitoring and/or audit or the timing of such events; and
- devise and implement its monitoring and/or audit procedures in such a manner that they do not have a material adverse effect upon either the Provider's service delivery or their monitoring and quality assurance procedures.

1.2.6.3 The Authority may, upon reasonable notice (normally five (5) working days notice), in conjunction with the Provider, jointly monitor any aspect of the Contract delivery (including services, policies and procedures). The Provider shall grant to the Authority or its authorised agents, access to those records as they require in connection with the Contract and Services delivered, or to check the Provider's compliance with the Contract. The Provider shall give the Authority access to the records they require in a timely manner and shall not unreasonably withhold access.

1.2.6.4 The Authority's right to access Provider records includes access to the Provider's financial records and information, in accordance with the Open Book provisions set out in Clause 8.17 and Schedule 14 (*Monitoring and Management Information*) of this Contract.

## 1.2.7 Feedback and Complaints

1.2.7.1 The Authority considers it essential that Service Users have access to an efficient and reliable mechanism for expressing feedback, reporting

maintenance issues, requesting assistance and making complaints, in accordance with the arrangements defined in [Annex H](#).

1.2.7.2 Feedback and complaints from Service Users related to service delivery and Provider performance shall be made to a single, dedicated point of contact operated by a third party AIRE Provider. This entity shall be responsible for capturing, logging and referring feedback and complaints to the Provider for resolution, where applicable.

1.2.7.3 To enable the effective identification and resolution of Service User requests for assistance, reports of maintenance issues, feedback and complaints, the Provider shall:

- together with any sub-contractor, clearly explain to all Service Users, in a manner they can understand, the Services they can expect to receive from the Provider whilst they are in their care, and the relevant quality standards for Accommodation and Service User Support Services which the Provider is required to deliver under the terms of their Contract with the Authority;
- together with any sub-contractor, clearly explain to all Service Users, in a manner they can understand, that they have a right to request assistance and provide feedback and make complaints on the Services they receive and the standards of their Accommodation;
- together with any sub-contractor, clearly signpost to all Service Users the single point of contact (operated by the third-party AIRE Provider) and the process for requesting assistance, reporting maintenance issues, providing feedback and making complaints, and ensure the number to call to request assistance, provide feedback and make complaints is clearly displayed in a place which is visible and accessible within the property in which the Service User is housed;
- where necessary, provide a demonstration to Service Users how to request assistance, report a maintenance issue, provide feedback or make a complaint using the single point of contact provided by the third-party AIRE Provider;
- provide a single point of contact for the receipt of the referral of requests for assistance, reports of maintenance issues, feedback and complaints from the AIRE Provider, available twenty-four (24) hours a day, every day of the year;
- seek to resolve any complaint, as defined in [Annex H](#), within five (5) working days of it being referred by the AIRE Provider, or identified by a Service User;
- seek to rectify any referral of a maintenance issue in accordance with the relevant Response Times set out in [Annex B](#), and notify the AIRE Provider in accordance with [Annex H](#); *and*
- respond appropriately to Service User requests for assistance, as defined in [Annex H](#) of this Schedule 2, in accordance with Paragraph [1.2.5](#), Paragraph [4.4.3](#), Paragraph [4.4.4](#) and [Annex H](#) of this Schedule 2.

- 1.2.7.4 With particular reference to complaints, the Provider shall:
- notify the AIRE Provider of any complaint where the Provider is informed of a complaint directly by Service Users, on the same day on which the Provider is made aware of the complaint, in accordance with the requirements set out in [Annex H](#) of this Schedule 2;
  - inform the Service User and AIRE Provider of the outcome of the action in response to the complaint, and any subsequent action to be taken;
  - comply with any requirements specified by the Authority in regard to complaints service delivery and reporting, in addition to their own internal procedures and systems;
  - give the Authority regular reports on complaints and their causes and support any audits or quality reviews that the Authority or the Authority's designated representative, may undertake;
  - refer any complaint which the Provider is not able to resolve to the satisfaction of the Service User who made the complaint to the AIRE Provider, who shall advise the complainant and if necessary take up the complaint on their behalf. The complainant is to be informed when such action is taken;
  - refer the Service User complaint to the Authority, if all other avenues for complaint resolution fail to achieve an outcome which is satisfactory to the relevant Service User; *and*
  - send a copy of any complaint sent to the Provider by a Member of Parliament to the Authority, along with any response the Provider intends to provide to the relevant Member of Parliament, before any such response is sent.
- 1.2.7.5 For the avoidance of doubt, the requirements to support the feedback and complaints process outlined above in no way impact on the requirements on the Provider to undertake pre-planned and reactive maintenance to maintain the standards of Service User Accommodation to the Authority's requirements, as defined in Paragraph [4.1.2](#) and [Annex B](#) of this Schedule 2.
- 1.2.7.6 Where the Provider detects or is informed of Accommodation maintenance requirements by Service Users as part of their required inspection and property maintenance activities, these shall be remedied by the Provider in accordance with Paragraph [4.1.2](#) and the Response Times defined in [Annex B](#) of this Schedule 2, without the need to notify the AIRE Provider.
- 1.2.7.7 For the avoidance of doubt, the requirements to support the complaints process outlined above in no way impact on the requirements on the Provider to monitor and take action to maintain the safety and welfare of Service Users, as defined in Paragraphs [1.2.5](#), [4.4.3](#) and [4.4.4](#) of this Schedule 2.
- 1.2.7.8 Where the Provider identifies or believes that a Service User may be at risk, or is subject to any of the criteria outlined in Paragraphs [4.4.3](#) or [4.4.4](#) of this Schedule 2, as part of their required inspection activities or Service User contact, they are to take appropriate action to assure the safety and wellbeing of Service Users, in accordance with Paragraphs [1.2.5](#), [4.4.3](#)



and [4.4.4](#) of this Schedule 2. The Provider shall inform the AIRE Provider and the Authority of such issues, and notify both of any action taken by the Provider in response, in accordance with Paragraphs [4.4.3](#) and [4.4.4](#), and [Annex H](#), of this Schedule 2.

1.2.7.9 The Authority reserves the right to undertake an independent investigation into any Service User requests for support or complaints, and the Provider's performance in responding and implementing actions in response to such requests for support or complaints. This investigation will be undertaken by Authority, or the Authority's designated representative. The Provider shall give the Authority, or its designated representative, access to any staff members, records or information relevant to the request for support or complaint and the Provider's response to the same, in a timely manner (normally within five (5) working days). The Provider shall not unreasonably withhold access to any staff member, records or information.

## **1.2.8 Performance Standards and Key Performance Indicators**

1.2.8.1 The Provider shall deliver all services defined in this Schedule 2 to the relevant Performance Standards defined in Section 2, Section 3, Section 4, [Annex A](#), [Annex B](#), [Annex E](#) and [Annex H](#) of this Schedule 2. The Provider shall monitor its performance against these standards and maintain a full and auditable record of the degree to which they are satisfied, in a form which can be evidenced to the Authority.

1.2.8.2 The Provider shall be liable and accountable for the performance of any sub-contractor (material or non-material) or agent.

1.2.8.3 The standards contained within the Performance Standards shall contribute to the Key Performance Indicators (KPIs). The Provider shall monitor these KPIs and report the degree to which they have been met in accordance with the provisions of Schedule 13 ([Performance Management Regime](#)) and Schedule 7 ([Contract Management](#)).

1.2.8.4 The Provider shall note that the Authority regards the Performance Standards as primarily a management tool to be used by both the Provider and the Authority for the purpose of the day-to-day management of the Provider's service delivery.

1.2.8.5 The KPIs are not aimed at providing a day-to-day management tool, but are the means by which the Provider may provide compensation to the Authority for losses which it suffers as a result of failures in service performance.

## **1.2.9 Service User experience**

1.2.9.1 The Provider shall proactively monitor Service User experience of Provider services and the way they are treated whilst they are in the care of the Provider on a quarterly basis, in accordance with the provisions set out in Schedule 13 ([Performance Management Regime](#)).

- 1.2.9.2 The Provider shall monitor the results of the Service User experience measurement, and report the outputs to the Authority in accordance with the provisions set out in Schedule 13 (*Performance Management Regime*), Schedule 14 (*Monitoring and Management Information*) and Schedule 7 (*Contract Management*). The Provider shall note that the Authority regards the outputs of the Service User experience monitoring to be primarily a management tool to be used by both the Provider and the Authority for the management of the Provider's service delivery.
- 1.2.9.3 The Provider shall use the intelligence generated from the proactive monitoring of Service User experience, alongside information and material provided by the Authority and third-parties, including the AIRE Provider, to inform Continuous Improvement in service delivery. Where specific feedback on the Provider's service delivery is identified from these sources, the Provider shall respond appropriately in accordance with the Authority's requirements and the provisions set out in [Annex B \(Standards\)](#), Schedule 7 (*Contract Management*) and Schedule 13 (*Performance Management Regime*).
- 1.2.9.4 Where the Authority consider the outputs of the proactive monitoring of Service User experience to indicate a systemic issue or persistent shortfalls in service delivery against the specified standards on the part of the Provider, the Authority may require the Provider to develop and implement a Remedial Plan, in accordance with the provisions of Schedule 7 (*Contract Management*).

## **1.2.10 Management Information, Systems and Security**

- 1.2.10.1 The Authority shall provide software (in the form of the Management Information Portal (MIP)) and training aids as required to enable the Provider to manage, administer and share appropriate data in relation to each Service User and their dependants. The current means for sharing this data is the Authority's MIP. The Provider should note that the Authority continually seeks to improve its IT capabilities and may introduce new IT systems during the lifetime of the Contract. Any such change shall seek to improve the quality and efficiency of data exchange between the Authority and the Provider. The impacts of such changes shall be subject to the change process, as set out in Schedule 16 (*Contract Change Control*). The Provider shall comply with any new Authority requirements which result from changes to the Authority's IT capabilities, in accordance with the change process.
- 1.2.10.2 The Provider shall ensure that its, and any sub-contractors, physical, information technology and data storage systems used in delivering the Services are secure and that its business systems comply with security requirements and data protection legislation, in accordance with the provisions of Schedule 21 (*Security Management and Plan*) and Schedule 19 (*Information Technology*).
- 1.2.10.3 The Provider accepts that the Authority may require the adoption by the Provider (and other Providers of similar services) of a unified approach to the use of Information Technology for Contract management purposes, which may include both the MIP and a geographic mapping system.

- 1.2.10.4 The Authority shall maintain the Primary System of Record (see Paragraph [4.5.1](#) below) which shall be the master data management tool used for managing all data relating to this Contract and Service Users accommodated by the Provider. The current version of the Authority's Primary System of Record is termed ATLAS.
- 1.2.10.5 The Authority intends to provide software (MIP) and training aids as required to enable the Provider to manage, administer and share data in relation to the interface between the Authority and the Provider. Such software and training tools shall be provided during the Mobilisation Period, in accordance with Schedule 3 (*Mobilisation and Transition*).
- 1.2.10.6 The Provider shall be required to work with the third party AIRE Provider to establish and agree an efficient mechanism to manage, administer and share relevant data to enable both parties to effectively discharge their responsibilities under their contracts with the Authority. This mechanism shall be established prior to the Contract Effective Date. This mechanism must be compliant with the Authority's security requirements defined in Schedule 21 (*Security Requirements and Plan*) and shall be subject to the approval of the Authority before it is used to exchange the Authority's data on Service User information. The Authority shall work with both parties to assist in establishing such a mechanism during the Mobilisation Period, in accordance with Schedule 3 (*Mobilisation and Transition*).
- 1.2.10.7 If the Provider and the AIRE Provider are unable to agree an appropriate mechanism for data exchange prior to the Contract Effective Date, the Authority reserves the right to instruct the Provider in the system and mechanism of data exchange the Provider is to use to share relevant data and MI with the AIRE Provider.
- 1.2.10.8 Any notices or other communications (including without limitation: Accommodation Requests, Accommodation Proposals and notices of the withdrawal of support for any Service User), to be given by the Authority to the Provider or the Provider to the Authority under the provisions of this Schedule 2, shall be given electronically via the MIP which the Provider is required to adopt in accordance with instructions above. Any such notice or other communication shall be deemed given on the Business Day on which it is issued by the giver of the notice/communication provided that it is issued within Working Hours (and if it is not so issued, shall be deemed to be given at the start of the Working Hours of the next Business Day). If and to the extent that the MIP is for whatever reason unavailable at the time that any notice or other communication is to be given, the Authority and the Provider shall use a reasonable and appropriate other means of communication to ensure that the efficiency of the operation of this Contract is maintained.
- 1.2.10.9 To enable the Authority to assure the Provider's performance and compliance with the Authority's requirements, the Provider shall provide the Authority, or its designated representative, with regular access to information on its IT systems and/or databases relevant to the performance of services delivered under this Contract.
- 1.2.10.10 The Provider shall:
- report and provide Management Information as required by the Authority based on the reporting format, content, structure, timeline

**Schedule 2: Statement of Requirements**

and submission details agreed by the Authority, in accordance with the KPIs and the provisions of Schedule 13 (*Performance Management Regime*), Schedule 14 (*Monitoring and Management Information*) and Schedule 7(*Contract Management*);

- ensure accurate recording and feedback to the Authority of Management Information including details of queries in accordance with Schedule 14 (*Monitoring and Management Information*); and
- work with the Authority to effectively maintain continuity of service provision and mitigate risks to service delivery, in the event the Authority chooses to change the existing IT system, or implement new IT systems, in accordance with the change process, as set out in Schedule 16 (*Contract Change Control*) of this Contract.

1.2.10.11 The Provider shall not, in any circumstance, hold the Authority responsible or liable in the event of incorrect or unsatisfactory utilisation of the Primary System of Record by the Provider.

1.2.10.12 The Provider shall store records and information relevant to, or generated in the course of, delivering this Contract, in a manner which aligns with data protection legislation and the Authority's security requirements, as defined in Schedule 21 (*Security Requirements and Plan*), for the duration of the Contract term. Upon expiry or termination of the Contract, the Provider shall transfer such records and information to the Authority, in a manner and format to be determined by the Authority, within six (6) months of the date of the expiry or termination of the Contract.

### **1.2.11 Working with the Authority**

1.2.11.1 The Provider shall operate co-operatively with the Authority's staff and may also use them as a source of advice and guidance (to the extent reasonable in the circumstances), to help assure the safety and wellbeing of Service Users.

### **1.3 Health and Safety**

1.3.1 The Provider shall comply with statutory requirements safeguarding the health and safety of Service Users, dependent children, visitors and staff. The Provider should be aware of RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).

1.3.2 The Provider shall provide the Authority with a Health and Safety Plan which shall be reviewed as often as appropriate, but at least annually. It must include the necessary arrangements for annual safety audits. The Health & Safety Plan is to be submitted for approval to the Authority before the commencement of services. Each review shall also be submitted to the Authority for approval.

1.3.3 Any infectious or contagious disease, which would have serious consequences for other people if appropriate measures were not taken, is of concern to the Authority. As far as practical, the Authority shall notify the

Provider if a Service User is suffering from an infectious or contagious disease before the Service User enters the care of the Provider, or as soon as possible after the Authority is made aware. In these instances the Provider must ensure that suitable arrangements are made to ensure that such Service Users are accommodated, supported and transported in line with the Authority's instructions, and/or the instructions of a relevant and suitably qualified health professional.

1.3.4 In the event that the Provider becomes aware that a Service User is suffering from an infectious or contagious disease, and the Service User has not been brought to the attention of the Provider by the Authority, the Provider shall notify the Authority and the AIRE Provider immediately, as well as the relevant public health organisation, where necessary. Prior to receiving instructions from the Authority related to the Accommodation, support and transport of the Service User in question, the Provider shall take necessary action to protect the welfare of the Service User, other Service Users, their staff and members of the public, seeking guidance from relevant medical or public health professionals if necessary.

1.3.5 In relation to matters of health and safety, operating instructions shall include, but not be limited to:

- the provision and recording of training given to staff to satisfy first aid and health and safety requirements;
- health and safety in the workplace;
- health and safety aspects of contingency arrangements;
- the management of body fluid spills; *and*
- the recording of maintenance schedules/programmes for all equipment and vehicles.

1.3.6 The Provider shall provide protective clothing suitable to the needs of safety and hygiene, which should be made available to, and be worn by staff where appropriate.

1.3.7 The Provider shall ensure that all accidents, injuries or dangerous occurrences are recorded in the appropriate manner. All accidents must be investigated and forms submitted to the Contract Manager, and where appropriate, to the Health and Safety Executive.

1.3.8 It shall be the Provider's responsibility on receiving information from the Authority and prior to undertaking any element of the Service to conduct any risk assessment of the activity to be undertaken, and to take all necessary steps to ensure that the activity can be undertaken safely and securely, and that the staffing levels are appropriate to the risk.

## **1.4 Medical Requirements**

1.4.1 A full record shall be kept by the Provider of any first aid that has been given to a Service User or of any concern about a Service Users health.

- 1.4.2 Where the Authority possesses information regarding the health or medical needs of Service Users, the Authority shall share relevant information with the Provider if it is in the best interests of the Service User and/or is necessary to secure the protection and safeguarding of the Service User, other Service Users, the Provider's staff or members of the public, subject to data protection legislation. The Provider shall appropriately protect such information and comply with security requirements and data protection legislation.
- 1.4.3 Where a Service User is taken ill during Service provision, the Provider shall ensure that access to medical treatment is made available (including, if required, the attendance of appropriate medical staff), and if necessary shall take the Service User to hospital. The Provider shall notify the Authority as soon as possible from taking the decision to provide access to medical treatment or to take a Service User to hospital.
- 1.4.4 Where there is any doubt about a Service User's fitness to travel, advice from a suitably qualified health professional must be sought before the journey commences. The Provider shall then take actions necessary to comply with such medical advice to assure the safety and welfare of the Service User in question.
- 1.4.5 If the Provider is informed of, or if there is any reason to suspect that a Service User may be at risk, or have specific needs, in accordance with [Annex G](#) of this Schedule 2, and/or is subject to prescribed medication, the Provider must ensure that this is noted at the time the Service User is collected for transport by the Provider.
- 1.4.6 In the event of Paragraph [1.4.5](#) above, the Provider shall subsequently pass on this information at point of delivery to relevant Provider staff responsible for the Service User's Accommodation or to a health care provider if the Service User is taken to a hospital in an emergency. The Provider shall also pass this information to the medical professional responsible for undertaking the health screening of the Service User in Initial Accommodation, or the GP practice in which the Service User is registered, where it is in the best interests of the Service User to do so and in accordance with data protection legislation.

## **1.5 Other support organisations**

- 1.5.1 The Provider shall note that Service Users may receive a range of services via other organisations, such as:
- the voluntary sector;
  - Local Authority organisations;
  - the Authority's regional offices;
  - other Providers (including the AIRE Provider);
  - the National Health Service; *and*

- the Police.
- 1.5.2 The Provider shall, during the normal course of its operations, liaise and co-operate with these organisations, so that the interests of the Service Users are best served. This will include, but not be limited to, participation in multi-agency forums or meetings, as required, to protect and safeguard the welfare of Service Users.
- 1.5.3 The Provider shall establish appropriate processes, procedures and mechanisms, as it considers necessary, to support cooperation with these other organisations, and act in a collaborative manner.

## **1.6 Local Authorities**

- 1.6.1 The Provider shall develop close working relationships with the Local Authorities in which Service Users are accommodated, to support the effective coordination of Provider and Local Authority delivered services, acting in the best interests of Service Users. This will include establishing relationships with relevant Local Authority teams, and attending relevant Local Authority and multi-agency meetings, as required.
- 1.6.2 When working with Local Authorities, the Provider shall, as a minimum:
- liaise and consult with Local Authorities regarding the location of Accommodation for Service Users, and the appropriate information to be shared with Local Authorities to support their planning and activities, in accordance with Paragraph [2.4](#), Paragraph [4.1.6](#) and [Annex A](#) of this Schedule 2;
  - provide a notification service to Local Authorities regarding the cessation of support for Service Users, to help prevent homelessness, in accordance with Paragraph [4.4.7](#) of this Schedule 2;
  - refer Service Users to Local Authorities for care and support assessments, where required, and liaise and cooperate with Local Authorities regarding the discharging of Local Authority responsibilities under the Care Act 2014 (or Social Services and Wellbeing (Wales) Act 2014 or Social Care (Self-Directed Support) (Scotland) Act 2013, as applicable), in accordance with Paragraph [1.2.5](#) of this Schedule 2;
  - ensure Houses of Multiple Occupation (HMO) accommodation is licensed by the relevant Local Authority, where applicable, in accordance with statutory requirements and/or Local Authority requirements, prior to using the HMO accommodation to house Service Users, and ensure the accommodation remains compliant with licensing rules and regulations whilst the property is used as HMO accommodation for Service Users; *and*
  - refer any matters which cannot be agreed with Local Authorities to the Authority.



- 1.6.3 Where required by the Authority, the Provider shall also work with, participate in and contribute to regional, multi-agency groups or bodies to help inform strategic decisions taken by the Authority regarding dispersal, including the total number of Service Users who may be dispersed to each Region and the rules that govern such dispersal.

## **1.7 In support of the National Health Service and Public Health**

- 1.7.1 The Authority requires the Provider to liaise with the health contacts (including, as a minimum, contacts from health care, social care and Public Health) in their area, at least once every quarter, so that local issues can be discussed, and appropriate actions identified.
- 1.7.2 The Authority requires the Provider to liaise with health contacts in their area to ensure that the office space and facilities provided to local health care services for the purposes of health screening and health provision within Initial Accommodation, in accordance with Paragraph [4.2.1](#) of this Schedule 2, is fit-for-purpose and meets appropriate regulations.
- 1.7.3 The Authority requires the Provider to liaise with health contacts in their area to help Service Users to access and take-up health screening whilst they are within Initial Accommodation. This will include, but not be limited to, signposting the health screening process and its benefits to Service Users as part of their induction into their Initial Accommodation, and working with the local health contacts to design and implement strategies to improve the proportion of Service Users who attend their health screening.
- 1.7.4 The Authority requires the Provider, in specific circumstances, to provide services in support of the health system in the areas in which Service Users are accommodated by the Provider; in particular to support the registration of individuals with GPs. In some areas there may be a designated specialist GP service for asylum applicants, while in others asylum seekers will be expected to access the more regular mainstream GP services. Some GP practices will have a nominated asylum seeker lead who can act as a contact and liaison point. It is the Provider's duty to establish how GP and dental services for asylum seekers are organised in the areas they operate, and to provide appropriate support to help Service Users to register.
- 1.7.5 Under normal circumstances this support is limited to ensuring that relevant Service Users have all the necessary information, in a language that they understand, to register with their local GP practice and dentist, in accordance with Paragraph [4.4.5](#) of this Schedule 2. The Provider is required to keep a record of all material they issue to Service Users, and this should be available for the Authority to inspect.
- 1.7.6 In two particular cases the support provided by the Provider shall be more direct, namely:
- when more than ten (10) people are placed by the Provider in an area covered by the same GP practice in any one week, the Provider shall work with the nominated local asylum health lead/contact to effect registration with GPs in the most efficient way, see Paragraph 4.4.5 of this Schedule 2; *and/ or*



- when any Service User has an obvious and urgent health care requirement, or a pre-existing health condition, on arrival in the Specified Region the Provider shall take direct action to ensure that that need is satisfied, in accordance with Paragraph [4.4.6](#). If the Authority is aware of such a requirement it shall notify the Provider in the relevant Accommodation Request. If the Authority has not provided such notification the Provider shall nevertheless react to what is deemed an “obvious” health care need and take any necessary action to safeguard the wellbeing of the relevant Service Users. Guidance on what is regarded as an obvious and/or health care requirement is set out in [Annex D](#) to this Schedule.
- 1.7.7 Under normal circumstances, the Authority’s approval would be required before any Service User with an existing medical condition would be moved by the Provider. However, in situations where a change of Accommodation is essential for the welfare of the Service User and the Provider cannot contact the Authority to obtain approval, the Provider shall arrange alternative Accommodation as long as it is in close proximity to the previous Accommodation and satisfies the Service User’s accommodation requirements, as previously specified by the Authority.
- 1.7.8 In the event that a Service User with an existing medical condition is moved by the Provider, the Provider shall make best endeavours to ensure that the Provider’s medical records are transferred to the healthcare provider or GP practice in their new location, where applicable. The requirement to support the Service User to register with a GP, in accordance with Paragraph [4.4.5](#) will apply at the Service User’s new Accommodation location.
- 1.7.9 The Provider shall pass any health information on Service Users within Initial Accommodation that has been made known to them to a relevant healthcare provider and the staff responsible for the health screening of Service Users, so that health care for the most vulnerable new arrivals can be prioritised and acted upon without delay.

## **1.8 The Advice, Issue Reporting and Eligibility (AIRE) Provider**

- 1.8.1 The Authority requires the Provider to work collaboratively with the AIRE Provider, to support the wellbeing and best serve the interests of Service Users.
- 1.8.2 The Provider shall:
- work with the AIRE Provider to establish, signpost and operate the process for managing, reporting and responding to Service User feedback and complaints in accordance with Paragraph [1.2.7](#);
  - provide the AIRE Provider with address information and contact details (where known) for Service Users within their care, as well as any other information the Provider considers relevant to ensuring the best interests of Service Users are served, within seven (7) calendar days of Service Users moving-in to Accommodation;

- update the AIRE Provider with address and contact information if Service Users are relocated to alternative Accommodation, within seven (7) days of the relevant move;
- where it is in the best interests of the Service User, provide the AIRE Provider with relevant information on the characteristics and needs of Service Users at risk or with specific needs, or a change in the circumstances of Service Users, to enable the AIRE Provider to tailor their advice and guidance provision to the Service User's needs, within one (1) working day of the needs being identified;
- liaise with and seek input from the AIRE Provider regarding the development of induction materials in Initial Accommodation, and 'move-in' briefing materials in Dispersal Accommodation and Temporary Dispersal Accommodation;
- liaise with the AIRE Provider to share good practice regarding the safeguarding and protection of Service Users within their care, and support Continuous Improvement in service delivery; *and*
- liaise with the AIRE Provider once a Service User receives their asylum decision, to help the AIRE Provider to coordinate move-on support to Service Users.

## 2 ACCOMMODATION AND SUPPORT REQUIREMENTS

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### 2.1 General Accommodation Requirements

2.1.1 The Provider shall provide safe, habitable, fit for purpose and correctly equipped Accommodation in areas agreed with the Authority, including appropriate related services for those Service Users, either single or in groups, nominated to receive such services by the Authority.

2.1.2 The Accommodation Services shall include:

- the provision of residential Accommodation (either Houses in Multiple Occupancy (known here on in as “HMOs”), houses, flats or hostels), and related services for Service Users supported by the Authority under the Immigration and Asylum Act 1999;
- Service User support services;
- notification, reporting and record keeping services; *and*
- travel assistance services.

2.1.3 The Provider shall, as a minimum:

- procure Accommodation within the Specified Region, following a consultation and liaison with relevant Local Authorities in accordance with Paragraph [4.1.6](#), and allocate Service Users to appropriate Accommodation in accordance with Paragraph [4.1.3](#) and the rules outlined in [Annex A](#), [Annex E](#) and [Annex C](#) of this Schedule 2;
- propose appropriate Accommodation for Service Users and provide notifications to the Authority and the AIRE Provider on the location of Service User Accommodation, and the movement of Service Users from Initial Accommodation to Dispersal Accommodation, in accordance with [Annex A](#) and [Annex E](#) of this Schedule 2, and Schedule 14 (*Monitoring and Management Information*);
- maintain Accommodation to the Authority’s standards defined in [Annex B](#) and Paragraph [4.1.1](#), including the provision of a pre-planned and reactive maintenance service, in accordance with Paragraph [4.1.2](#) of this Schedule 2;
- provide Initial Accommodation in accordance with Paragraph [4.2.1](#) of this Schedule 2, and provide an ‘induction’ service for Service Users upon arrival in their allocated Initial Accommodation, in accordance with Paragraph [4.2.2](#) of this Schedule 2;
- provide a ‘move-in’ service for Service Users upon arrival in their allocated Dispersal Accommodation or Temporary Dispersal Accommodation, in accordance with Paragraph [4.4.1](#) of this Schedule 2;
- provide a full board food service, or a food voucher or cash payments service, where required by the Authority, in accordance with Paragraphs [4.1.4](#) and [4.1.5](#) of this Schedule 2;

- provide direct support to Service Users in obvious and urgent need of medical care, or where specified by the Authority, and assist Service Users in registering to access healthcare and other services, in accordance with Paragraphs [4.4.5](#) and [4.4.6](#) of this Schedule 2;
- provide a monitoring and reporting service to the Authority on Service User circumstances, and take appropriate action to assure the safety and wellbeing of Service Users, including providing appropriate referrals and assistance for social care needs, in accordance with Paragraphs [1.2.5](#) and [4.4.3](#) and [Annex E](#) of this Schedule 2;
- provide the effective resolution of Service User maintenance issues and complaints, and support the feedback and complaints process in accordance with Paragraphs [1.2.7](#) and [4.4.2](#) of this Schedule 2;
- manage anti-social and/or violent behaviour that occurs in its Accommodation, taking appropriate action as necessary to assure the safety and welfare of Service Users, in accordance with Paragraph [4.4.4](#) of this Schedule 2;
- provide a notification service for local health service providers, public health providers and Local Authorities, where required, in accordance with Paragraph [4.4.7](#); and
- provide a travel assistance service for Service Users in receipt of Section 4 and Section 98 support, where required, in accordance with Paragraph [4.3.1](#).

2.1.4 The Provider shall comply with the provisions set out in Schedule 7 (*Contract Management Regime*) with regard to the management of this Contract.

2.1.5 The Accommodation that is provided by the Provider under this Contract shall only be in the Specified Region.

2.1.6 In some cases Service Users will require Accommodation in a specific locality, in accordance with the Authority's 'Allocation of Accommodation' policy regarding the dispersal of Service Users. In such cases, Accommodation will be provided in accordance with criteria stipulated by the Authority within timescales as agreed by the Authority, and at no additional cost to the Authority.

2.1.7 The Authority shall also require the Provider to provide Accommodation for Service Users released from detention on immigration or criminal bail, or similar cases. In such cases, the Authority shall notify the Provider of any specific criteria or restrictions on the location of such Accommodation, which may include criteria such as those defined in Paragraph [4.1.7](#) of this Schedule 2. The Provider shall supply Accommodation in accordance with criteria stipulated by the Authority within timescales as agreed by the Authority for the relevant Service User. The pricing of these Service Users will be in accordance with Schedule 5 (*Service Charges*).

## **2.2 Types of Accommodation**

2.2.1 The Authority requires the Provider to provide three types of Accommodation, reflecting the status of Service User's within the asylum system:

2.2.1.1 Initial Accommodation or IA has the meaning given to it in Schedule 1 (*Definitions*);

2.2.1.2 Dispersal Accommodation or DA has the meaning given to it in Schedule 1 (*Definitions*); and

2.2.1.3 Temporary Dispersal Accommodation or TDA has the meaning given to it in Schedule 1 (*Definitions*).

2.2.2 All Accommodation must comply with the relevant standards for Accommodation defined in [Annex B](#), and the rules relating to sharing and relocations defined in [Annex C](#) of this Schedule 2.

## **2.3 Initial Accommodation**

2.3.1 The Services to be provided in respect of IA Service Users, including the standards of Initial Accommodation, shall be those applicable to other Service Users but as amended and/or supplemented by the provisions of Section [4.2.1 and 4.2.2](#) and [Annex E](#) of this Schedule 2.

2.3.2 Generally, the Authority shall allocate Service Users to a Specified Region, where the Service User will be provided with Initial Accommodation before being dispersed to longer-term Dispersal Accommodation in the same Specified Region, in accordance with processes defined in [Annex E](#) and [Annex A](#) of this Schedule 2.

2.3.3 In the 'South' Specified Region, the Provider shall be required to provide short-term Initial Accommodation to accommodate Service Users whilst the Authority determines whether they should be allocated to a different Specified Region. If the Authority determines that the Service User should be allocated to a different Specified Region, they will be transported to their Specified Region by the Provider of the Specified Region to which the Authority allocates the Service User, in accordance with the Authority's requirements set out in [Section 3](#) of this Schedule 2.

2.3.4 The Authority has the right to specify the area in which a Service User is to be accommodated, as defined in Paragraph [2.1.6](#) and [Annex A](#) of this Schedule 2.

2.3.5 The Authority's preference is for Initial Accommodation to be provided on a 'full board' basis. Where Initial Accommodation is provided on a 'full-board' basis the Provider shall, in addition to the Accommodation, provide the services as defined at Paragraph [4.1.4](#). The Authority shall consider alternative methods of delivery proposed by the Provider as required. Such methods may include the delivery of self-catered or 'half board' Accommodation, supplemented by cash as required for Service Users in Initial Accommodation, in accordance with Paragraphs [2.7.5](#) and [4.1.5](#) of this Schedule 2.

- 2.3.6 If 'full board' Accommodation is supplied by the Provider for any Service User, the full board food service shall comprise complete and adequate provisions for pregnant women, nursing mothers, babies and young children, for whom three daily meals may not be sufficient, and people who need special diets e.g. gluten free. Religious dietary requirements must also be catered for.
- 2.3.7 Where specific dietary needs are known by the Authority, the Authority shall communicate this information to the Provider, to ensure the best interests of the Service User are served. It is possible, however, that the Authority may not be aware of the specific dietary needs of each Service User. The Provider shall take proactive steps to try and ascertain whether a Service User has specific dietary needs, and shall respond in accordance with Paragraph [2.3.6](#) where necessary. The Provider shall also notify the Authority if a Service User has dietary needs which have not previously been identified by the Authority, as soon as practical after the need is identified.

## **2.4 Dispersal of Service Users**

- 2.4.1 The dispersal of Service Users to Specified Regions, and the allocation of Service Users to Accommodation in the Specified Region, will operate in accordance with the requirements set out in [Annex A \(Dispersal\)](#) and [Annex E \(Dispersal and referral rules in respect of Initial Accommodation Service Users\)](#) shall maintain on-going consultation and liaison arrangements with the Authority, relevant RSMPs and Local Authorities, in accordance with Paragraph [4.1.6](#), with regard to:
- the location of Accommodation for Service Users in the Specified Region; *and*
  - the appropriate information to be shared with Local Authorities and RSMPs to support their planning and activities.
- 2.4.3 The consultation and liaison with Local Authorities regarding the location of Service User Accommodation is aimed at ensuring that Service User Accommodation is in areas appropriate to house Service Users, being cognisant of relevant risks to Service Users and host communities. The consultation and liaison with Local Authorities does not represent a right of veto on the location of Accommodation for Service Users on the part of Local Authorities.
- 2.4.4 In the event that the Provider cannot reach agreement with the Local Authorities in relation to the location of Service User Accommodation, it shall refer the matter to the Authority.
- 2.4.5 With the exception of instances where the Authority specifies the area in which a Service User is to be accommodated, in accordance with Paragraph [2.1.6](#) and [Annex A](#) of this Schedule 2, the Provider shall determine the allocation of Accommodation within the Specified Region to Service Users.

- 2.4.6 When allocating Accommodation within the Specified Region to a Service User, the Provider shall ensure that the allocated Accommodation is appropriate for the needs of the Service User, considering all those factors influencing the placement of Service Users in particular areas within the Specified Region. These factors include, but may not be limited to:
- the availability and concentration of Accommodation of the required configuration, size and design;
  - the cultural compatibility of the environment, including the proximity of other people speaking the same language;
  - the capacity of local health, education and other support services;
  - the absence of any reported social tension incidents at the time of allocation; *and*
  - the level of risk of increased social tension if Service User numbers increase within the relevant area.
- 2.4.7 The Authority shall retain the right to require Service Users to be placed by the Provider within any geographic area within the Specified Region and/or to veto the Provider's proposals relating to Dispersal Accommodation should the Authority's needs require it.
- 2.4.8 The Provider shall co-operate with Local Authority Housing Departments to prevent homelessness amongst Service Users or former Service Users who are granted Asylum or Humanitarian Protection, in accordance with Paragraph [4.4.7](#). This shall include participating in specific multi-agency forums and working to prevent homelessness, as required.

## **2.5 Dispersal Accommodation and Temporary Dispersal Accommodation**

- 2.5.1 The Services to be provided in respect of Service Users (other than Initial Accommodation Service users) shall be those detailed in this Contract (including this Statement of Requirements), but ignoring for these purposes the provisions of Section [4.2.1](#) and [4.2.2](#) and [Annex E](#).
- 2.5.2 The Authority may require the Provider to disperse Service Users within the Specified Region at very short notice. Short notice could include the same day as the notification. The Authority recognises that this may entail the Provider accommodating the Service Users in Temporary Dispersal Accommodation (TDA).
- 2.5.3 In these cases the relevant criteria governing sharing and relocation (See [Annex C](#) to this Schedule 2), and the relevant criteria governing the move-in service (see Paragraph [4.4.1](#)), and subsequent services, shall apply both to the transition to Temporary Dispersal Accommodation and to the dispersal to longer-term Dispersal Accommodation, within the given timeframe of twenty (20) working days unless otherwise agreed by the Authority.



- 2.5.4 The Authority also recognises that, for some Service Users with complex or specific needs, it may be difficult for the Provider to source appropriate Dispersal Accommodation within the prescribed timeframes set out in [Annex A](#) (Dispersal) and Schedule 13 (*Performance Management Regime*). In these cases, subject to the agreement of the Authority, the Provider may accommodate the Service User in appropriate TDA for a maximum of twenty (20) days. In these cases the relevant criteria governing sharing and relocation (See [Annex C](#) to this Schedule) and the relevant criteria governing the move-in service (see Paragraph [4.4.1](#)) and subsequent services shall apply both to the transition to Temporary Dispersal Accommodation and to the final dispersal to longer-term Dispersal Accommodation.
- 2.5.5 Temporary Dispersal Accommodation may also include the use of Initial Accommodation capacity which would otherwise be void, where agreed with the Authority, as set out in Part D of Schedule 5 (*Service Charges*). In these cases, where possible, Service Users should be provided with facilities and equipment for food storage and preparation. Where the provision of such facilities is not possible, Service Users should receive 'full board' accommodation in accordance with the requirements set out in Paragraph [2.3.6](#) and Paragraph [4.1.4](#) of this Schedule 2. In these cases the relevant criteria governing sharing and relocation (See [Annex C](#) to this Schedule) and the relevant criteria governing the move-in service (see Paragraph [4.4.1](#) below) and subsequent services shall apply.

## **2.6 Food services**

- 2.6.1 The Provider shall note that Service Users supported under Section 4, of the Immigration and Asylum Act 1999 as amended, are not permitted to receive cash. If required by the Authority, they are to be provided by the Provider with:
- full board accommodation of three meals per day and essential personal hygiene items and toiletries, at a total cost to be advised by the Authority; *or*
  - food vouchers for fourteen (14) days as a temporary measure until the Authority issues the Service User with a Section 4 payment card; *and/or*
  - food vouchers for fourteen (14) days as an emergency measure should a Service User's Section 4 payment card be lost or stolen.
- 2.6.2 The Provider shall ensure that upon receipt from the Authority, they issue Service Users with their Section 4 payment card as soon as practicable within the 14 day period.
- 2.6.3 Food Vouchers provided by the Provider under this Contract are to be:
- in a variety of suitable small denominations in accordance with Authority's instructions; *and*
  - capable of acceptance at a supermarket outlet within reasonable travelling distance (within a radius of three (3) miles) from where the



relevant Service User is being accommodated under this Contract, and smaller stores providing food to meet the dietary, cultural and religious needs of Service Users.

- 2.6.4 If full board accommodation is provided by the Provider for any Service User, the full board food service shall meet the dietary, cultural and religious needs of Service Users, as set out in Paragraphs [2.3.6](#) and [4.1.4](#) of this Schedule 2.
- 2.6.5 Service Users supported under Section 98, of the 1999 Act as amended, are permitted to receive cash where they are not provided with full board accommodation. They are to be provided by the Provider with either:
- full board accommodation of at least three (3) meals per day and essential personal hygiene items and toiletries; or
  - accommodation and cash to the appropriate value, as advised by the Authority.
- 2.6.6 The Provider shall note that the Authority may, in exceptional circumstances, require the full board accommodation service to be provided for entitled Service Users which are not subject to Sections 4 or 98 of the 1999 Act. In these cases the Authority shall notify the Provider of the particular needs of the Service Users.

## **2.7 Service User Support**

- 2.7.1 The Provider shall note that the Authority considers that there are three levels of Service User support:
- 2.7.2 The first level is the support that Service Users require on arrival at Accommodation provided under this Contract, and which is needed to meet their immediate needs within their new Accommodation.
- With reference to Initial Accommodation, the focus of this support shall be, as a minimum:
    - the accommodation provided;
    - individual safety and wellbeing, including access to urgent or emergency healthcare (in accordance with Paragraph [4.4.6](#));
    - the lay-out and routine of the Initial Accommodation centre and available services;
    - the operating instructions for equipment, facilities and installed items provided for comfort and general living (where applicable);
    - the process for accessing health screening and related services;
    - the rights, obligations and responsibilities of Service Users whilst they are within the asylum support system; *and*

- signposting to the AIRE Provider.
- The Provider shall generate and deliver information to assist Service Users whilst they are within Initial Accommodation during the “induction” service after their arrival at the accommodation, in accordance with Paragraph [4.2.1](#).
- With reference to Dispersal Accommodation and TDA, the focus of this support shall be, as a minimum:
  - the accommodation provided;
  - individual safety and wellbeing (in accordance with Paragraphs [4.4.5](#) and [4.4.6](#));
  - the operating instructions for equipment, facilities and installed items provided for comfort and general living;
  - the location of essential amenities, including, but not limited to, shops and transport links, the location of the local health centre / General Practitioner (GP) practice;
  - the process for registering with the GP and accessing other relevant services;
  - the types and quality of services that Service Users can expect to receive from the Provider; *and*
  - the feedback and complaints process and signposting to the AIRE Provider.
- The Provider shall generate and deliver information to assist Service Users whilst they are within Dispersal Accommodation or Temporary Dispersal Accommodation during the ‘move-in’ service on arrival at the accommodation, in accordance with Paragraph [4.4.1](#).

2.7.3 The second level is the information, advice, and support that the Service User needs to cope with the new geographic and cultural environment in which the Service User is being accommodated. This will include the signposting of relevant services and support available in the community, including those operated by voluntary sector and community and religious groups, travel assistance and support in registering with a GP practice where applicable, in accordance with Paragraph [4.4.5](#).

The type of information and advice that shall be provided shall be devised by the Authority and notified to the Provider and the Provider shall then compile the information and supply it to the Service Users, in accordance with Paragraph [4.4.1](#).

2.7.4 The third level is the additional information and/or advice provided by third parties from the Voluntary Sector, other organisations, Local Authorities, the Authority’s Regional staff, the AIRE Provider, NHS/ relevant healthcare service providers and the *Police*. The Provider shall liaise with and work in parallel with these third-party organisations to facilitate the delivery of this Service User support.

- 2.7.5 All three levels of Service User support and information shall be delivered by the Provider in a language understood by the Service User.

## **2.8 Travel Assistance Services**

- 2.8.1 The Provider shall be required to provide transport, public transport tickets or one-off payments (for Section 98 Service Users only), to Service Users supported under Section 4 and Section 98 of the Immigration and Asylum Act 1999 Act as amended, to enable them to travel as defined by the Authority (see Paragraph 4.3.1 of this Schedule 2).

## **2.9 Support Cessation**

- 2.9.1 The Authority shall continue to pay the Provider for the Accommodation and Support of Service Users for a specified notice period after their entitlement to support has been ceased by the Authority and notification sent to the Provider (including weekends). The periods are specified below for the various Service User types:

- Twenty-eight (28) calendar days for granted asylum seekers;
- Twenty-one (21) calendar days for refused asylum seekers with appeals rights exhausted;
- Fourteen (14) calendar days for Service Users who have withdrawn their asylum claim or received a discontinuation of Section 4 support and;
- Seven (7) calendar days as a result of compliance activity.

- 2.9.2 The Authority shall not continue to pay the Provider for the Accommodation and Support of former Service Users after the specified notice period has elapsed.

- 2.9.3 The Provider shall be responsible for the removal of former Service Users from accommodation once entitlement for Accommodation and Support has ceased.

### 3 TRANSPORT REQUIREMENTS

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#### 3.1 General Transport Requirements

3.1.1 The Provider shall, on behalf of the Authority, provide Service Users Transport Services to locations across the UK. Service Users will not be moved into Northern Ireland but Service Users based in Northern Ireland may, on rare occasions, be moved to other parts of the UK. These journeys will sometimes be planned and scheduled and at other times the Provider shall carry out journeys at short notice.

3.1.2 The Provider shall manage, administer and deliver the provision of suitable vehicles and drivers to transport Service Users, their dependants and their permitted baggage allowance, as specified in Paragraph [3.5](#), to facilitate the smooth running of the front-end of the asylum process in accordance with the instructions of the Authority.

3.1.3 Whilst not a definitive list, the journeys will include transporting Service Users:

- from the point of asylum claim to IA. Point of asylum claim may include, but not be limited to, Authority offices, ports and *Police* stations;
- from IA to and from events at the Authority's offices;
- from an IA location to an alternative IA location;
- from IA to and from the Asylum Support Tribunal;
- from IA to and from AIRE Provider or health or social care appointments, where applicable in accordance with Paragraph [4.2.1](#) of this Schedule 2;
- from IA to Dispersal Accommodation or Temporary Dispersal Accommodation;
- to and from specified locations (e.g. Voluntary Sector premises), to IA or directly into Dispersal Accommodation; *and*
- on permitted ad hoc journeys e.g. medical visits.

3.1.4 The Provider shall accept requests for transport, must always be punctual and have the capacity to transport Service Users at short notice, 24 hours per day – 7 days a week. This shall include accepting and responding to requests for transport to and from Initial Accommodation, in accordance with the process set out in [Annex E](#) of this Schedule 2, 24 hours a day, 7 days a week, including public holidays.

3.1.5 The journeys in this specification will be carried out by the Provider who manages the region in which the Service User is/or is going to be accommodated. When a Service User is being moved into a new region, the new Regional Provider shall have responsibility for the journey. This does not preclude, however, cooperation between the Providers in the

provision of Transport Services, where agreed with the Authority. The new Regional Provider shall, in any event, liaise and work collaboratively with other Providers, and other organisations as required, to ensure the handover of the Service User is as smooth and efficient as possible.

- 3.1.6 The Provider shall acknowledge and agree that some Service Users will have particular characteristics, such as physical disabilities or medical conditions, which require the provision of suitable transport. In particular, this will give rise for the need for transport suitable for old and/or young people including babies who are dependents in a family unit. The Provider shall follow relevant road safety and vehicle laws throughout the transportation of Service Users, including, but not limited to, the provision of approved baby seats and child booster seats where required.

## **3.2 Ordering Transport Services**

- 3.2.1 All orders for Transport Services will be allocated by the Authority via the appropriate IT system (Management Information Portal). By exception, the Authority may request urgent or emergency transport via a different channel (for example, by email or telephone conversation with a relevant Provider staff member). In this event, the Authority shall retrospectively log such requests for urgent or emergency transport via the appropriate IT system as soon practical after the initial transport request, to ensure records are accurately maintained and the Provider has a complete and auditable record of the request for transport.

- 3.2.2 When the Authority places an order, the Authority shall supply the Provider with a pick up time. However, when a journey needs to be carried out on the same day that the order is made, and where a specified time is not given, the Provider shall ensure that the collection is achieved within three (3) hours of the order being made by the Authority. Where the Authority deems a collection to be time critical, the Provider shall use all appropriate measures to ensure that such allocated tasks fall within a faster response time.

- 3.2.3 If it becomes clear that a vehicle is likely to arrive over thirty (30) minutes late, the Provider shall contact the Authority and the nominated contact point at the required destination to provide an estimated time of arrival and the reason for the delay.

- 3.2.4 If any journeys are not undertaken, either because the Service User is not present or the Service User refuses to travel, or if a Service User absconds during transport, the Provider must notify the Authority immediately, and a written report on the matter should be submitted to the Contract Manager.

- 3.2.5 The Authority retains the right to cancel transport ordered at any time.

## **3.3 Documentation and Recording**

- 3.3.1 The Provider shall make and keep complete and auditable records for every journey made by the Provider. These records must be kept for the duration of this Contract, from date of the journey, and made available for inspection

by the Authority on request (normally within five (5) working days of the request). This data will be subject to the provisions of Paragraph [1.2.10.10](#) upon expiry of termination of the Contract. The following must be included:

- dates, times and places of departure and arrival;
- details of regular breaks included on longer journeys, where applicable in accordance with Paragraph [3.4.8](#) of this Schedule 2;
- vehicle type used and passenger numbers;
- meals and refreshments provided;
- Service Users and dependent children's property, including any property which could not be transported as it exceeded the specified baggage allowance in Paragraph [3.5](#);
- requests or complaints and how they have been dealt with;
- behavioural problems, including incidents of self-harm or attempted suicide;
- miscellaneous incidents (including healthcare issues); *and*
- instances where journeys were not undertaken and the reasons why the journey was not undertaken.

### **3.4 Transport process**

- 3.4.1 The Provider shall check each Service User at the time of collection to ensure that the Service User is the person named in the relevant documentation.
- 3.4.2 If necessary, the Provider shall wait for up to 30 minutes at the designated collection point for the Service User named in the relevant documentation, if the Service User does not immediately present themselves to a Provider member of staff upon the arrival of the transport vehicle at the designated collection point. The Authority may, at its discretion, require the Provider to wait longer than 30 minutes, and will instruct the Provider accordingly.
- 3.4.3 Dependent children or minors may only be transported with their family members or a responsible adult (which may include family members, friends, volunteers and/or social / health care professionals who understand and fully comply with the Authority's obligations for safeguarding children and vulnerable adults, as set out in Schedule 25 ([Safeguarding](#))). The Authority shall notify the Provider of the name of the responsible adult as part of the transport booking process, where applicable.
- 3.4.4 The Provider's Service Delivery Plans shall provide detailed procedures for handling minors, pregnant females, nursing mothers with dependent children and Service Users with health or medical needs, and the Provider agrees to abide by such procedures.

- 3.4.5 The Provider shall be responsible for the property of Service Users in transit. The Provider must account for all items received and handed over by Service Users. The Provider shall also be responsible for sealed property bags, which must be signed for at collection.
- 3.4.6 The Provider shall ensure that if any prescribed medication belonging to a Service User is collected by the Provider, and held by them until arrival at their destination, it is handed to the new custodian and written confirmation received that the medication was handed over. In the event that the Service User requires use of their prescribed medication during the journey, the Provider must make arrangements to ensure such medication is made available to them, in a manner which is safe and meets the needs of the Service User.
- 3.4.7 The Provider shall clearly explain the journey and vehicle safety to Service Users, in a manner that Service Users can understand, recognising that some Service Users may not understand English.
- 3.4.8 The Provider must make arrangements for required comfort breaks on long journeys. It is the responsibility of the Provider to ensure that arrangements provided give due regard to security as well as the welfare of Service Users.
- 3.4.9 The Provider shall provide Service Users with a cold packed meal and drink (water/soft drinks/tea/coffee) for every journey likely to last over two (2) hours, and for every subsequent four (4) hour period. Such provisions should meet the nutritional needs of Service Users, including making appropriate allowance for dietary, religious or cultural requirements.
- 3.4.10 On arrival at a destination, the Provider shall ensure that the Service Users are escorted and introduced to the agreed contact point / person. Drivers should not depart from the location until the handover of care has taken place. The Provider must maintain a record evidencing the transfer of the Service User from the driver to the agreed contact point / person. The Authority may audit or inspect such records as they consider necessary, and the Provider shall make such records available to the Authority in a timely manner upon their request (normally within five (5) working days).

### **3.5 Baggage**

- 3.5.1 The quantity of luggage, possessions or personal effects that a Service User is entitled to transport will be two pieces of luggage per person, in addition to children's toys and other effects, baby care items, medical equipment, buggies and/or prams and disability aids as applicable to the Service User.
- 3.5.2 There may be occasions where the Authority shall specify a different luggage allowance. In this event, the Authority shall, as far as practical, notify the Provider of the different luggage allowance as part of the transport ordering process described in Paragraph [3.2.1](#) of this Schedule 2.
- 3.5.3 The Provider shall be responsible for the loading and unloading of any luggage of the Service User, and help to carry luggage to and from the vehicle on arrival as necessary, in accordance with the Health and Safety provisions set out in Paragraph [1.3](#) of this Schedule.

### **3.6 Training**

- 3.6.1 The Provider shall ensure that all drivers hold an appropriate and valid licence to drive the vehicle used to transport the Service Users.
- 3.6.2 The Provider shall ensure that all drivers receive training on the effects of drugs, alcohol and fatigue on driving, and shall ensure that all drivers undertaking any duty on behalf of the Authority abide by the limitations set in the EU Working Time Directive.

### **3.7 Vehicles**

- 3.7.1 All vehicles used by the Provider in performing the Services shall be fit for the purpose of the Contract and shall be kept in a roadworthy condition and be clean (interior and exterior) and hygienic. All such vehicles shall be equipped with two way communications equipment and/or the driver shall have access to a mobile telephone capable of making and receiving voice calls. The use of such equipment will comply with relevant road safety legislation, including the use of hands-free technology where required.
- 3.7.2 The Provider must ensure that there is a system that allows for the arrival and departure times of vehicles to be recorded and verified. The system shall be regularly maintained and inspected by the Provider to ensure it is in good working order. The Provider shall also ensure that vehicle faults/breakdowns are rectified as soon as possible when such faults are likely to impact upon the level of service required by the Authority.
- 3.7.3 No logo which identifies the vehicle as representing the Authority or giving any indication as to the type of passengers carried will be visible on a vehicle used by the Provider in performing the Services. The Provider acknowledges and agrees that it is never permissible to use a caged vehicle for the transportation of Service Users.
- 3.7.4 Material of a racially, sexually, or politically offensive nature must not be displayed in or on any part of a vehicle being used by the Provider for performing the Services.
- 3.7.5 The Provider shall ensure that all vehicles have approved (in accordance with relevant rules and regulations) baby seats and booster seats available for any journey required and that they are properly installed on every occasion on which they are used. Fully adjustable seatbelts should be installed on every vehicle used by the Provider. The Provider shall show the Service User how to open, close and secure seat belt(s) for themselves and dependent children.
- 3.7.6 The Provider shall make safe and sensitive provision for wheel-chair users and people with special needs in the provision of vehicles and transportation services, and shall provide appropriate assistance to Service Users in entering and exiting the vehicle where appropriate.



## 4 SERVICES TO BE DELIVERED

### 4.1 Accommodation Services

Requirements	
4.1.1	The Provider shall provide Accommodation for Service Users within the Specified Region.
Related Information	<ol style="list-style-type: none"> <li>1. The Accommodation shall: <ol style="list-style-type: none"> <li>a. be within the Specified Region;</li> <li>b. be in accordance with the standards defined in <a href="#">Annex B</a> to this schedule 2;</li> <li>c. be provided for each Service User within the time-scales defined in <a href="#">Annex A</a> to this Schedule 2 (or for Initial Accommodation in <a href="#">Annex E</a>);</li> <li>d. be licensed for intended use in accordance with statutory requirements and/or Local Authority rules and regulations, where the property is subject to licensing;</li> <li>e. be compliant with statutory requirements and/or Local Authority licensing requirements whilst the Accommodation is used to accommodate Service Users, where the property is subject to licensing;</li> <li>f. be compliant with the Sharing and Relocation Rules defined in <a href="#">Annex C</a> of this Schedule 2;</li> <li>g. be suitable for Service Users with specific needs, as notified by the Authority or where identified as necessary by the Provider, and in compliance with the Disability Discrimination Legislation; <i>and</i></li> <li>h. comply with the requirements of the Local Authorities and Regional Strategic Migration Partnerships (RSMPs), as notified by the Authority in accordance with Paragraphs <a href="#">1.6</a>, <a href="#">2.4</a> and 4.1.6.</li> </ol> </li> <li>2. The Provider shall: <ol style="list-style-type: none"> <li>a. License Accommodation of multiple occupation with the relevant Local Authority (where applicable), and before placing any Service User within the relevant Accommodation, certify to the Authority that the Provider has satisfied all Local Authority licensing requirements and provide the Authority with a copy of the license (where applicable); <i>and</i></li> <li>b. provide alternate temporary Accommodation for any Service User caused to vacate Accommodation as a result of the Accommodation being deemed as unsafe or uninhabitable in accordance with the standards and Response Times defined in <a href="#">Annex B</a>.</li> </ol> </li> <li>3. The Provider shall provide longer term replacement Accommodation for any Service User that has to vacate Accommodation as a result of Accommodation being deemed as unsafe or uninhabitable, if that Accommodation cannot be restored to the required standard, within</li> </ol>

	<p>five (5) working days of the event that caused the Accommodation to be deemed unsafe, in accordance with <a href="#">Annex B</a> of this Schedule 2.</p> <p>4. The Provider shall, on reasonable notice and at reasonable times, permit the Authority and/or its agents to have reasonable access to all Accommodation provided by the Provider under this Contract for the purposes of:</p> <ol style="list-style-type: none"> <li>a. monitoring the Provider’s provision of the Services under this Contract; and/or</li> <li>b. installing, maintaining and removing appropriate electronic monitoring equipment for use in the monitoring of Service Users within the relevant Accommodation. The Provider shall permit the installation of such equipment and associated facilities (including appropriate telephone connections) and shall allow such equipment to draw on any power supplies within the Accommodation without additional cost to the Authority. The Authority shall make good any damage which may be caused to the Accommodation as a result of the installation, maintenance and removal of such equipment.</li> </ol> <p>5. The Provider shall ensure that, if required, a representative of the Provider shall accompany the Authority and/or its agents on any visits to Accommodation in accordance with Paragraph 4 above.</p>
<b>Volume of service</b>	<p>1. The Provider shall be able to provide sufficient Accommodation for Service Users as is required by the Authority, up to the agreed Volume Cap.</p>
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Each Service User is accommodated within the time-scales defined in Annex A to this Schedule 2, and <a href="#">Annex E</a> for Initial Accommodation.</li> <li>2. Each unit of Accommodation is compliant with the requirements defined at <a href="#">Annex B</a> to this Schedule 2 for so long as it is occupied by the Service user.</li> <li>3. The Authority provided with copies of the licenses for all Accommodation licensed with Local Authorities, before Service Users are placed in the relevant property.</li> <li>4. Each unit of Accommodation is, for so long as it is occupied by any Service User, compliant with the Sharing and Relocation Rules for its occupants defined in <a href="#">Annex C</a> to this Schedule 2.</li> <li>5. Temporary and permanent replacement Accommodation will be provided within the Response Times defined in <a href="#">Annex B</a> to this Schedule 2 following an unsafe event.</li> <li>6. Maintenance of accurate and auditable records relating to where Service Uses are housed, the type of Accommodation in which they are housed and any adaptations made to the property in response to Service User needs and/or Authority instructions.</li> </ol>

Requirements	
4.1.2	The Provider shall manage and maintain Service User Accommodation to meet the Authority’s required property <b>standards</b> .
Related Information	<p><b>Move-in</b></p> <ol style="list-style-type: none"> <li>1. Prior to moving Service Users into Accommodation, the Provider shall inspect and validate that the Accommodation meets the required standards defined in <a href="#">Annex B</a> to this Schedule 2.</li> <li>2. The Provider shall maintain accurate and auditable records evidencing that the Provider has verified that the Accommodation has met the Authority’s required standards defined in <a href="#">Annex B</a> of this Schedule 2, before the property is used to accommodate Service Users.</li> </ol> <p><b>Pre-planned maintenance</b></p> <ol style="list-style-type: none"> <li>3. The Provider shall develop and keep up-to-date proactive property maintenance plans for all Accommodation used to house Service Users, to assure that Accommodation will be maintained to the standards defined in <a href="#">Annex B</a> of this Schedule 2.</li> <li>4. The Provider shall make their property maintenance plans available to the Authority, within five (5) working days of the Authority’s request for such plans.</li> <li>5. Upon request by the Authority, the Provider shall provide the Authority with evidence that the Provider is undertaking the pre-planned maintenance activity, and is delivering against its property maintenance plans. Such evidence will be delivered in a timely manner (normally within five (5) working days).</li> <li>6. The Provider shall inspect each unit of Accommodation at least once per calendar month, and update their property maintenance plans accordingly with relevant intelligence on the condition of the property.</li> <li>7. The Provider shall provide at least five (5) working days’ notice to the Service User in the Accommodation that the property is to be inspected.</li> <li>8. The Provider shall manage and administer the pre-planned maintenance service. In doing so, the Provider shall: <ol style="list-style-type: none"> <li>a. provide five (5) working days’ notice to the Service User in the Accommodation that maintenance work is planned for the Accommodation;</li> <li>b. brief the Service Users occupying the Accommodation on what the pre-planned maintenance work entails and any collateral action the Service Users need to take. These briefings are to be conducted in a language understood by the Service Users and to be accompanied by a written instruction to the Service Users in a language and form understood by the relevant Service User;</li> </ol> </li> </ol>

- c. complete pre-planned maintenance work in a timely and sensitive manner, being cognisant of Service User needs, avoiding unnecessary disruption and implementing appropriate actions to mitigate any potential adverse impact on the wellbeing of Service Users;
- d. ensure that no unit of Accommodation falls into the Health and Safety categories A to D inclusive;
- e. re-assess all Accommodation units which have been assessed as being in Health and Safety categories A to D inclusive (in the event that a Housing Health and Safety Rating System (HHSRS) inspection has been undertaken by a suitably qualified professional), once maintenance has been completed;
- f. take action to rectify maintenance issues within the Response Times defined in [Annex B](#) to this Schedule 2;
- g. re-inspect the Accommodation, within one (1) calendar week of pre-planned maintenance work being completed, to assure that the Accommodation meets the Authority's required standards defined in [Annex B](#) to this Schedule 2; *and*
- h. maintain a full and auditable record of all pre-planned maintenance inspections and works undertaken on Service User Accommodation.

**Reactive maintenance**

- 9. The Provider shall provide a reactive maintenance service to address maintenance issues and maintain Accommodation to Authority's required Standards defined in [Annex B](#) to this Schedule 2.
- 10. The reactive maintenance service shall be provided 24 hours a day, each day of the year, and will operate in accordance with the response times defined in [Annex B](#) to this Schedule 2.
- 11. The Provider shall:
  - a. manage and administer the emergency response and reactive maintenance service, to address maintenance requirements identified through:
    - i. the Provider's monthly property inspections;
    - ii. Service User reports of maintenance issues or complaints referred by the AIRE Provider;
    - iii. the Authority's inspection or compliance activities; *or*
    - iv. recommendations or requirements from relevant regulatory bodies, such as Local Authority environmental health services or Fire and Rescue services.
  - b. complete reactive maintenance work within the response times defined in [Annex B](#) of this Schedule 2, being cognisant of Service User needs, avoiding unnecessary disruption and implementing appropriate actions to mitigate any potential adverse impact on the wellbeing of Service Users;
  - c. re-assess all Accommodation units which have been assessed as being in Health and Safety categories A to D inclusive (in the

	<p>event that a Housing Health and Safety Rating System (HHSRS) inspection has been undertaken by a suitably qualified professional), once maintenance has been completed;</p> <ul style="list-style-type: none"> <li>d. re-inspect the Accommodation, within one (1) calendar week of reactive maintenance work being completed, to assure that the Accommodation meets the Authority's required standards defined in <a href="#">Annex B</a> to this Schedule 2;</li> <li>e. brief the Service Users occupying the Accommodation on what reactive maintenance work is required and any collateral action the Service Users need to take. These briefings are to be conducted in a language understood by the Service Users and to be accompanied by a written instruction to the Service Users in a language and form understood by the relevant Service User;</li> <li>f. maintain a full auditable record of all maintenance inspections and works undertaken relating to all reactive maintenance of Accommodation provided; <i>and</i></li> <li>g. notify the AIRE Provider of reactive maintenance work undertaken and the date the reactive maintenance was completed, within five (5) working days of the reactive maintenance having been completed, where the need for reactive maintenance has been identified through Service User feedback or complaints referred by the AIRE Provider.</li> </ul>
<p><b>Volume of service</b></p>	<p>As required</p>
<p><b>Performance standards</b></p>	<ol style="list-style-type: none"> <li>1. Each unit of Accommodation provided under this Contract is Safe for use by Service Users and is maintained to the Standards defined in <a href="#">Annex B</a> of this Schedule 2.</li> <li>2. Each unit of Accommodation provided under this Contract is assessed as being better than Category A to D inclusive resulting from a Health and Safety Assessment.</li> <li>3. Maintenance is delivered in accordance with the defined Response Times set out in <a href="#">Annex B</a> of this Schedule 2.</li> <li>4. Accurate and auditable records are maintained evidencing that Accommodation was inspected and verified as compliant with the Standards defined in <a href="#">Annex B</a> of this Schedule 2, prior to the Accommodation being used to accommodate Service Users.</li> <li>5. Up-to-date and auditable property maintenance plans are kept by the Provider for all Service User Accommodation, outlining the proactive maintenance activities planned for each property.</li> <li>6. Accurate and auditable records are maintained evidencing monthly Provider inspections and maintenance activities undertaken on Service User Accommodation.</li> <li>7. Accurate information on the nature and completion of reactive maintenance activities provided to the AIRE Provider, where the need for such maintenance activity has been identified via Service User feedback or complaints referred by the AIRE Provider.</li> <li>8. Accurate and auditable records are maintained evidencing that Provider's notified Service Users of planned or reactive</li> </ol>

Schedule 2: Statement of Requirements

	maintenance activities, in a manner Service Users could understand.
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Requirements	
4.1.3	The Provider shall provide an Accommodation allocation service for Service Users nominated for dispersal.
Related Information	<ol style="list-style-type: none"> <li>1. When the Authority has determined that a Service User is eligible for asylum support, they shall issue an Accommodation Request to the Provider.</li> <li>2. The Accommodation Request issued by the Authority shall contain all necessary information relating to the Service Users that is required by the Provider to disperse the Service Users to accommodation, in accordance with <a href="#">Annex A</a> to this Schedule 2.</li> <li>3. The Provider shall: <ol style="list-style-type: none"> <li>a. upon receipt of Accommodation Requests, allocate accommodation suitable for Service Users identified by the Authority in the relevant Accommodation Requests;</li> <li>b. allocate Accommodation in compliance with the Allocation Rules defined in <a href="#">Annex A</a> to this Schedule 2 (for Initial Accommodation <a href="#">Annex E</a>);</li> <li>c. allocate Accommodation in compliance with the sharing and relocation rules defined in <a href="#">Annex C</a> to this Schedule 2;</li> <li>d. allocate accommodation with due regard to the Service User's needs, the Provider's responsibilities under section 55 of the Borders, Citizenship and Immigration Act 2009, and in accordance with any instructions from the Authority or care and support needs identified by Local Authorities under the Care Act 2014 (or similar for devolved administrations);</li> <li>e. allocate accommodation which complies with the requirements of the Local Authorities and Regional Strategic Migration Partnerships (RSMPs), as notified by the Authority in accordance with Paragraphs <a href="#">1.6</a>, <a href="#">2.4</a> and 4.1.6;</li> <li>f. within the time specified by the Authority, as defined in <a href="#">Annex A</a> to this Schedule 2, advise, in the required Accommodation Proposal, the Authority on: <ol style="list-style-type: none"> <li>i. the Accommodation it proposes to allocate to the Service User; <i>and</i></li> <li>ii. the travel details (where relevant to the Service User) and any other information required by the Authority.</li> </ol> </li> <li>g. notify the Authority if the Accommodation it wishes to allocate to a Service User is already occupied by another Service User who will need to be relocated (not applicable to Initial Accommodation);</li> <li>h. in the event of current occupancy of such allocated Accommodation, identify appropriate alternate Accommodation which it wishes to allocate to the incumbent Service User(s); <i>and</i></li> <li>i. submit an Accommodation Proposal addressing the re-allocation of Accommodation for the incumbent Service Users to the</li> </ol> </li> </ol>

	Authority within the time period specified by the Authority on receipt of the Accommodation Request (not applicable to Initial Accommodation).
<b>Volume of service</b>	As required
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Appropriate Accommodation is allocated in accordance with the Allocation Rules and the Sharing and Relocation Rules as defined in <a href="#">Annexes A, E</a> and <a href="#">C</a> of this Schedule 2.</li> <li>2. Accommodation Proposals are submitted by the Provider within the time period specified by the Authority on receipt of the Accommodation Request from the Authority.</li> <li>3. Appropriate Accommodation is provided by the Provider within the time period specified by the Authority in the Accommodation Request.</li> <li>4. All Accommodation Requests from the Authority are satisfied by the Provider in any single payment period.</li> <li>5. Accurate and auditable records are maintained evidencing any adaptations or considerations made by the Provider in the allocation of Accommodation for Service Users with specific needs or at risk Service Users, or Service Users subject to a Local Authority care plan.</li> </ol>



Requirements	
<b>4.1.4</b>	The Provider shall provide a full board service to applicable Service Users
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. The Provider shall provide a full board service to entitled Service Users who are: <ol style="list-style-type: none"> <li>a. supported under Section 4 or Section 98 of the Immigration and Asylum Act 1999; <i>and</i></li> <li>b. accommodated in full board style accommodation without access to facilities for food storage and preparation.</li> </ol> </li> <li>2. The Service shall be provided in a location easily accessible to the Service User and/or within the relevant accommodation within which the Service Users are accommodated.</li> <li>3. The food provision under the full board service shall include: <ol style="list-style-type: none"> <li>a. breakfast;</li> <li>b. lunch and evening meals, with a choice of at least one hot and one cold selection. At least one vegetarian option shall be provided at each meal;</li> <li>c. a beverage service with each main meal;</li> <li>d. a food service for babies and small children with the appropriate foodstuffs. This service shall enable babies and small children to be fed whenever necessary;</li> <li>e. options which cater for special dietary, cultural or religious requirements (including, without limitation, gluten free and diabetic options where necessary); <i>and</i></li> <li>f. additional foodstuffs or meals as required to meet the nutritional needs of Service Users for whom three daily meals may be insufficient.</li> </ol> </li> <li>4. The food service shall meet appropriate nutritional standards for each varied menu and satisfy cultural, religious, health or other specific requirements. The Provider shall also clearly advertise the availability of religious or culturally sensitive meals to relevant Service Users, where appropriate.</li> <li>5. The Provider shall ensure that each varied menu is validated by a suitably qualified nutritionist or health professional as being appropriate to the dietary needs of Service Users.</li> <li>6. The full board service shall include additional support items required by Service Users, including: <ol style="list-style-type: none"> <li>a. baby care equipment and disposable nappies; <i>and</i></li> <li>b. personal toiletries and feminine hygiene products.</li> </ol> </li> </ol>
<b>Volume of service</b>	As required

<b>Performance standards</b>	<ol style="list-style-type: none"><li>1. Food service provided to Service Users, which meets the appropriate nutritional standards and satisfies relevant dietary, cultural or religious requirements.</li><li>2. Accurate and auditable records maintained that demonstrate that the varied menus offered to Service Users have been validated as being nutritionally appropriate to the needs by a suitably qualified professional.</li><li>3. Accurate and auditable records maintained which evidence the provision of additional support items to applicable Service Users.</li></ol>
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Requirements	
4.1.5	The Provider shall provide a Food Voucher and cash payments service
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. The Provider shall issue Food Vouchers or cash to entitled Service Users, as directed by the Authority (see Paragraph <a href="#">2.6</a> of this Schedule 2).</li> <li>2. The Service shall be provided within a reasonable travelling distance (within a radius of 3 miles) of the Service User's accommodation or directly to the Service User at that location if the Service User is not able to travel in person for medical/disability reasons.</li> <li>3. Food Vouchers shall be issued to the Section 4 Service User: <ol style="list-style-type: none"> <li>a. on arrival at the accommodation as a temporary measure and be sufficient to meet the relevant Service Users requirements until the Service User receives their Section 4 payment card or for the next fourteen (14) days;</li> <li>b. the Provider shall ensure that upon receipt from the Authority, all Section 4 payment cards are issued to Service Users within the fourteen day (14) period and are briefed on their use; <i>and/or</i></li> <li>c. as an emergency measure for fourteen days to meet the relevant Service User's requirements in the event that the Section 4 payment card is either lost or stolen.</li> </ol> </li> <li>4. The Provider shall maintain full and auditable records of Food Vouchers and Section 4 payment cards issued to each Service User and make these records available for audit purposes to the Authority when required.</li> <li>5. Cash shall be issued to the Section 98 Service User: <ol style="list-style-type: none"> <li>a. on arrival at their Initial Accommodation as a temporary measure, if such Initial Accommodation is not provided on a full board basis, to meet the Service Users requirements until the Service User receives their ASPEN payment card (or similar); <i>and/or</i></li> <li>b. as an emergency measure, if such Initial Accommodation is not provided on a full board basis, to meet the relevant Service User's requirements in the event that the ASPEN payment card (or similar) is lost, stolen or otherwise not available to the Service User.</li> </ol> </li> <li>6. Cash shall be issued to the Section 95 Service User: <ol style="list-style-type: none"> <li>a. as an emergency measure, if Dispersed Accommodation is not provided on a full board basis, to meet the relevant Service User's requirements in the event that the ASPEN payment card (or similar) is lost, stolen or otherwise not available to the Service User.</li> </ol> </li> <li>7. The Provider shall maintain full and auditable records of cash payments issued to each Service User and make these records available for audit purposes to the Authority when required.</li> </ol>
<b>Volume of service</b>	As required

<b>Performance standards</b>	<ol style="list-style-type: none"><li>1. All applicable Food Vouchers or cash payments are issued on time.</li><li>2. Accurate and auditable records are maintained evidencing that the issue of Food Vouchers or cash payments to Service Users are appropriate and correct.</li><li>3. Food Voucher or cash payment charges made by the Provider concur with auditable records.</li><li>4. All Section 4 payment cards issued within fourteen (14) day timescale, where they are required to be issued to Service Users by the Provider.</li></ol>
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Requirements	
<b>4.1.6</b>	The Provider shall provide a consultation and liaison service for the Local Authority
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. The Provider shall liaise and consult with relevant Local Authorities to ensure that any Accommodation provided to Service Users does not adversely affect Local Authority developments or community plans.</li> <li>2. The Provider shall, in selecting Accommodation for procurement, consult and liaise with Local Authorities regarding the suitability of Accommodation for Service Users, being mindful of the risks to Service Users and host communities from the use of the Accommodation for Service Users.</li> <li>3. In the event that the Provider cannot reach agreement with the Local Authorities in such matters, it shall refer the matter to the Authority.</li> </ol>
<b>Volume of service</b>	As required
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. With respect to every new Accommodation procured the Provider should liaise and consult with the Local Authority.</li> <li>2. Accurate and auditable records maintained evidencing liaison and consultation with Local Authorities regarding the procurement of Accommodation for Service Users.</li> <li>3. Timely notifications made to the Authority in all instances in which the Provider cannot reach agreement with Local Authorities regarding the procurement of Accommodation for Service Users, including relevant information and records to allow the Authority to understand the nature of liaison and consultation to date, and the reasons for the Local Authorities objections to the relevant Accommodation procurement.</li> </ol>

Requirements	
<b>4.1.7</b>	The Provider shall provide Accommodation Services to Service Users identified as Complex Bail Cases or similar, as required by the Authority.
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. As outlined in Paragraph <a href="#">1.2.1.2</a>, the Authority may require the Provider to accommodate Complex Bail Cases, and, from time to time, other complex Service Users with similar needs.</li> <li>2. The Provider shall, in providing Accommodation for this special category of Service Users, take into account that these Service Users may have additional stipulations or limitations on the type and location of the Accommodation in which they can be placed, including: <ol style="list-style-type: none"> <li>a. an increased likelihood of requests for self-contained accommodation;</li> <li>b. a specified location;</li> <li>c. increased negotiation with local authorities to procure appropriate accommodation;</li> <li>d. increased insurance premiums for both accommodation and staff;</li> <li>e. specialist training for staff to provide a higher degree of risk awareness;</li> <li>f. increased staffing levels for visits to accommodation because of increased risk;</li> <li>g. possibility of an additional regime of contact visits dependent upon the individual Service User;</li> <li>h. either more robust furniture, or increased replacement of existing standard of furniture; <i>and/or</i></li> <li>i. exceptional higher premium for Service Users convicted of Arson.</li> </ol> </li> <li>3. The Provider shall provide a Transport Service to transport these Service Users from detention to their selected accommodation.</li> <li>4. The Provider shall seek the approval of the Local Authority and the local <i>Police</i> service in which the Service User is to be accommodated in advance of the Service User being moved into the accommodation, for this category of Service User.</li> <li>5. The pricing of these Service Users will be in accordance with the Schedule 5 (<i>Service Charges</i>).</li> </ol>
<b>Volume of service</b>	As required
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Appropriate accommodation for these Service Users provided in accordance with requirements set out in Section 4 of this Schedule 2, and any additional requirements instructed by the Authority on a case-</li> </ol>

	<p>by-case basis.</p> <ol style="list-style-type: none"><li>2. Each unit of accommodation is approved in advance of moving the Service User into the accommodation, and throughout the duration of their stay in accommodation, by Local Authorities for this category of Service User.</li><li>3. Appropriate insurance is held to cover both staff and accommodation in relation to this category of Service User.</li><li>4. Provider staff are provided with appropriate training in relation to dealing with this category of Service User.</li><li>5. Service Users are visited in accordance with the Authority's specific requirements</li><li>6. Accurate and auditable records are maintained evidencing the measures the Provider has put into place to appropriately accommodate and manage this category of Service User, including actions taken to comply with instructions from the Authority.</li></ol>
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## 4.2 Initial Accommodation

Requirements	
4.2.1	The Provider shall provide to the Authority Initial Accommodation and related services.
Related Information	<ol style="list-style-type: none"> <li>1. The provisions of Paragraphs <a href="#">4.1.1</a> to <a href="#">4.5.1</a> shall apply to the provision of Initial Accommodation and related services in respect of IA Service Users, except where indicated as 'not applicable'.</li> <li>2. The Provider shall supply Initial Accommodation for IA Service Users on the basis that: <ol style="list-style-type: none"> <li>a. (to the extent required by Paragraph <a href="#">E.4.4</a> of <a href="#">Annex E</a>) the relevant Accommodation shall be in the nominated Initial Accommodation which shall meet the requirements of <a href="#">Annex B</a> to this Schedule 2;</li> <li>b. the relevant accommodation shall comply with the Authority's requirements for room sharing, as defined in Paragraph <a href="#">C.1</a> of <a href="#">Annex C</a> of this Schedule 2;</li> <li>c. where the charges for the provision of Services in respect of IA Service Users are to be determined on the basis that full board accommodation is provided, the Provider in addition to the accommodation shall provide the food service as defined at Paragraph <a href="#">4.1.4</a> to this Schedule 2;</li> <li>d. where the charges for the provision of Services in respect of IA Service Users are to be determined on the basis of self-catering accommodation, as defined in <a href="#">Annex B</a> to this Schedule 2, rather than full board accommodation, cash will be provided by the Provider to the IA Service User, where required by the Authority. The Provider shall require the principal IA Service User within any family unit to sign a receipt for the cash issued. The provisions of Paragraph <a href="#">4.1.5</a> shall (with necessary variations) apply to the issue of such cash; <i>and</i></li> <li>e. for the avoidance of doubt the Nominated Initial Accommodation may be used for accommodating Service Users who are not IA Service Users, provided that this does not prevent the Provider from complying with Paragraph <a href="#">E.4</a> of <a href="#">Annex E</a> of this Schedule. The Provider must clearly differentiate services offered to Section 98 clients from those offered to Section 4 and Section 95 clients.</li> </ol> </li> <li>3. The Provider shall operate a daily register for keeping track of Service Users coming in and out of the Initial Accommodation, where such accommodation is comprised of hostel type accommodation. Such registers will be made available to the Authority in a timely manner upon request by the Authority (normally within five working days).</li> <li>4. Where Initial Accommodation is hostel type accommodation, the Provider shall supply gender-specific wash facilities.</li> <li>5. Where Initial Accommodation is hostel type accommodation, the Provider shall supply communal areas for Service Users for the purposes of rest and relaxation, of an appropriate size for the total potential population within each Initial Accommodation location. Such communal areas shall, as a minimum, include a mixed gender</li> </ol>



	<p>communal area, a separate female only communal area and a separate communal area for families. Each communal area should be outfitted with appropriate seating and tables.</p> <p>6. Where Initial Accommodation is self-contained accommodation, the Provider shall comply with the relevant standards set out in Paragraph <a href="#">B.13</a> of <a href="#">Annex B</a> of this Schedule 2 for dining / living rooms.</p> <p>7. The Provider shall provide sufficient adapted bedrooms, and appropriate wash facilities, to meet the needs of Service Users with specific needs, who may not be eligible for Local Authority accommodation, to ensure such Service Users can be appropriately accommodated within Initial Accommodation. As a minimum, 5% of bedrooms within Initial Accommodation should be appropriately adapted to meet the needs of disabled Service Users, including step-free access for wheelchair users or Service Users with conditions which limit their mobility.</p> <p>8. The Provider shall supply office accommodation that facilitates exclusively the provision of related Initial Accommodation Services which shall be provided by the AIRE Provider. This shall:</p> <ul style="list-style-type: none"> <li>a. be located within each property comprising Initial Accommodation or in a separate location reasonably accessible to IA Service Users. If the office is not reasonably accessible (i.e. not within a radius of 3 miles), or a Service User has a condition which limits their mobility, transport in accordance with <a href="#">Section 3</a> shall be supplied by the Provider for transporting IA Service Users to and from the relevant accommodation to the relevant office Accommodation;</li> <li>b. include the provision of office space and meeting rooms suitable for the delivery of related services, including one-to-one meetings with Service Users and larger groups of Service Users. This will include a room of a size for 12 x IA Service Users to receive briefings while seated comfortably on chairs provided by the Provider, and access to a computer to enable the completion of online support application forms. Further rooms will be required for smaller groups or private appointments. Rooms that can incorporate screened off areas may be suitable. These areas will need to include appropriate cabling and access points so that they can be easily fitted with computer and communications equipment. The specific Accommodation requirements will be as per those reasonably specified by the relevant AIRE Provider; <i>and</i></li> <li>c. include a separate and secure office for use by the AIRE Provider staff. The detailed requirements of the room will be defined by the relevant AIRE Provider, but as a minimum it will be furnished with desks and storage facilities, and include appropriate cabling and access points so that they can be easily fitted with computer and communications equipment. The AIRE Provider shall require access to a small kitchen facility, including running drinking water, hot food and drink making facilities, a refrigerator and private lavatory facilities.</li> </ul> <p>9. If required by the local health authority, the Provider shall supply office accommodation which facilitates exclusively the provision of related health services, including the health screening of Service Users, which will be provided by the relevant health authority. This office accommodation will be within, or be within a reasonable travelling</p>
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	<p>distance from, the Initial Accommodation. This office accommodation shall:</p> <ol style="list-style-type: none"> <li>a. be fit-for-purpose in accordance with relevant regulations under the Regulations for Service Provider and managers (Health and Social Care Act 2008 (Regulated Activities) Regulations 2014) and relevant Care Quality Commission guidance, and be agreed as fit-for-purpose with the relevant local health authority</li> <li>b. include a waiting area and two rooms in which Service Users can consult with health professionals in private, equipped with hand washing areas, flooring, walls, ceiling, doors, blinds/curtains, electrical points and lighting. Each of the two rooms should include a desk and appropriate cabling and access points so that it can be easily fitted with computer and communications equipment, with internet connectivity, all to the requirements of the local health authority for the purposes of conducting health screenings and related health services; <i>and</i></li> <li>c. for the purposes of IA Service Users awaiting the delivery of services provided by Nominated Third Parties, include a communal area with drinking water (including appropriate drinking vessel) and lavatory facilities.</li> </ol> <p>10. The Provider shall signpost the health screening and related services provided by the local health authority to Service Users, and shall liaise with the local health authority to increase Service User participation in health screenings, in accordance with Paragraph <a href="#">1.7.2</a> of this Schedule 2.</p> <p>11. The Provider shall establish forums for regular engagement between the persons responsible for the management of the Initial Accommodation and the local health authority, to support effective service delivery and the identification and realisation of service improvements.</p> <p>12. Where the local health authority chooses to deliver health screenings and related services from a location not supplied by the Provider, and the location for the provision of health screening and related services determined by the local health authority is not reasonably accessible (i.e. not within a radius of 3 miles or a Service User has a condition which limits their mobility), transport in accordance with Section 3 will be supplied by the Provider for transporting IA Service Users to and from the relevant Initial Accommodation to the relevant health authority location.</p>
<p><b>Volume of service</b></p>	<p>As required</p>
<p><b>Performance standards</b></p>	<ol style="list-style-type: none"> <li>1. Accommodation delivered to the required standards, in accordance with Paragraph 4.2.1 and <a href="#">Annex B</a>.</li> <li>2. Accurate and auditable daily site registers maintained in accordance with the Authority's requirements.</li> </ol>

	<ol style="list-style-type: none"><li>3. Office and related accommodation is provided in accordance with the requirements of the AIRE Provider and the local health authority.</li><li>4. Management of the receipt, recording and dispersal of IA Service Users in accordance with <a href="#">Annex E</a>.</li><li>5. Transport to and from AIRE Provider and local health authority offices provided on time and in accordance with <a href="#">Annex D</a>.</li><li>6. Recorded and reconciled reports provided in a form and in accordance with the timescales required by the Authority.</li></ol>
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Requirements	
<b>4.2.2</b>	The Provider shall provide induction briefings to the Service User whilst they are occupying Initial Accommodation.
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. The Provider shall provide the Service User with an induction briefing within one (1) calendar day of the Service User occupying the Initial Accommodation.</li> <li>2. The induction briefing shall be conducted in a language understood by the Service User.</li> <li>3. Any information provided to the Service User during, or consequent to, the induction briefing shall be in a language the Service User can understand.</li> <li>4. The Service User shall, at the end of the briefing, be provided with an information pack containing all necessary information that will enable the Service User to function individually and/or as a family member, and as a member of the wider community whilst they are within Initial Accommodation.</li> <li>5. The Provider's induction briefing shall include: <ol style="list-style-type: none"> <li>a. briefing material provided by the Authority;</li> <li>b. briefing material provided by the AIRE Provider, as applicable;</li> <li>c. briefing material provided by the local health authority, as applicable; <i>and</i></li> <li>d. any supplementary information that the Provider wishes to include relating to the provision of its own services.</li> </ol> </li> <li>6. As a minimum, the induction briefing service should, through the provision of verbal and written instructions, include: <ol style="list-style-type: none"> <li>a. information on the asylum support process and the rights, obligations and responsibilities of Service Users whilst they are within the asylum support system;</li> <li>b. signposting to the AIRE Provider and information to assist the Service User in completing a support application form;</li> <li>c. information on the types and quality of services which Service Users can expect to receive from the Provider whilst they are within the asylum support system;</li> <li>d. signposting to the local authority health screening process and information to assist the Service User in attending a health screening;</li> <li>e. information relating to the lay-out, facilities, routine and dining-times (where applicable) within the Initial Accommodation, and how to use relevant facilities and equipment, where applicable;</li> <li>f. information on the behavioural expectations on Service Users whilst they are within Initial Accommodation and in the wider community;</li> <li>g. information on how and where Service Users can use their ASPEN card (or similar), and the process for the issuing of such cards; <i>and</i></li> </ol> </li> </ol>

	<p>h. signposting to local services and information to assist the Service User to make contact with local organisations, including:</p> <ul style="list-style-type: none"> <li>i. voluntary sector services and other independent advice service providers;</li> <li>ii. the Authority’s asylum support services;</li> <li>iii. relevant Local Authority services, including social care;</li> <li>iv. emergency services and the local Police service;</li> <li>v. legal advisers and related services;</li> <li>vi. local leisure and recreation facilities and services; <i>and</i></li> <li>vii. local shops and associated amenities.</li> </ul> <p>7. As part of the induction briefing, the Provider shall also provide the Service Users with information on how to make complaints regarding the Provider or any person or organisation, which shall include the contact details for the AIRE Provider, in accordance with Paragraph <a href="#">1.2.7</a> of this Schedule 2.</p> <p>8. The Provider shall require that the Service User confirms, in writing, that the required information has been presented verbally and that an information pack has been issued and its content understood.</p> <p>9. Once it has been determined that a Service User is eligible for asylum support and the Authority has issued an Accommodation Request for the Service User, but at least five (5) days before the Service is transported to their Dispersal Accommodation, or Temporary Dispersal Accommodation, the Provider shall provide a further briefing to the Service User. This further briefing shall include, as a minimum:</p> <ul style="list-style-type: none"> <li>a. information to help the Service User to understand the dispersal process and what to expect during their move to their Dispersal Accommodation or Temporary Dispersal Accommodation;</li> <li>b. the date and time of their transport to their Dispersal Accommodation or Temporary Dispersal Accommodation;</li> <li>c. if being transported to Temporary Dispersal Accommodation, information on the process and estimated timeframes for securing them suitable, longer-term Dispersal Accommodation;</li> <li>d. information on the local area into which their Dispersal Accommodation or Temporary Dispersal Accommodation is located, including any such information the Provider considers appropriate to help Service Users to prepare to be members of the community in the Dispersal Accommodation or Temporary Dispersal Accommodation; <i>and</i></li> <li>e. information on how and where Service Users can use their payment card (currently an ASPEN card) or similar.</li> </ul> <p>10. This further briefing shall be conducted in a language understood by the Service User and any information provided to the Service User during, or consequent to, the briefing shall be in a language the Service User can understand.</p> <p>11. The Provider shall require that the Service User confirms, in writing, that the required information in the further briefing has been presented</p>
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	<p>verbally and that an information pack has been issued and its content understood.</p> <p>12. The Provider shall regularly update briefing materials to keep up to date with changes in the local area and the latest policies and guidance. The Provider shall annually submit briefing materials for Authority review.</p>
<b>Volume of service</b>	As required
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Induction briefing service is provided to Service Users within one (1) day of arrival in Initial Accommodation.</li> <li>2. Further briefing service is provided to Service Users at least five (5) days before their transport to their Dispersal Accommodation or Temporary Dispersal Accommodation.</li> <li>3. Maintenance of accurate and auditable records evidencing that Service Users have received relevant briefings and supporting information packs.</li> </ol>

### 4.3 Transport Services

Requirements	
4.3.1	The Provider shall provide a Travel Assistance Service to Service Users in receipt of Section 4 and Section 98 support.
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. Where directed by the Authority, the Provider shall either take the Service User, or provide the Service User with a public transport ticket, to enable them to attend and return from: <ol style="list-style-type: none"> <li>a. a Registrar of Births and Deaths office to register the birth of a child or death of a relative;</li> <li>b. a doctor, dentist or hospital appointment; <i>and/or</i></li> <li>c. an antenatal or postnatal appointment.</li> </ol> </li> <li>2. In the event that the Provider provides the Service User with a public transport ticket, the Provider shall provide the Service User with the information necessary to enable the Service User to use said public transport, and make their way from the public transport to their appointment or the Registrar's office. This will include the pick-up and drop-off points of the public transport, and directions to the location of their appointment or the Registrar's office as appropriate.</li> <li>3. The Provider shall ensure that the Service User signs for any public transport tickets they are provided by the Provider, and confirms that the Service Users understands any instructions or additional information they have been provided with respect to their journey.</li> </ol>
<b>Volume of service</b>	As required.
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Service Users are provided with transport or a public transport ticket for a public transport service which enables them to make their allotted appointment time.</li> <li>2. Accurate and auditable records maintained to evidence that Service Users were provided with public transport tickets in good time ahead of their planned journey, and that information was provided to assist Service Users in making their journey, where appropriate.</li> </ol>

Requirements	
<b>4.3.1</b>	The Provider shall provide Transport services to Service Users
<b>Related Information</b>	1. The Provider shall provide transport for Service Users as required by the Authority, in accordance with the requirements defined in Section 3 of this Schedule 2.
<b>Volume of service</b>	As required.
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Service Users collected on time from their designated collection point, and provided with an explanation of the journey and relevant vehicle safety in a manner they can understand.</li> <li>2. Service Users and their permitted baggage transported in a manner which is safe, fit for purpose and appropriate to their needs.</li> <li>3. Service Users transported in a timely manner and escorted and introduced to the agreed point of contact upon arrival at their destination.</li> <li>4. Service Users provided with appropriate comfort breaks and meals and refreshments appropriate to their nutritional and dietary needs on longer journeys, in accordance with the Authority's requirements.</li> <li>5. Accurate and auditable records maintained to evidence the training provided to drivers and their legal entitlement to operate the relevant mode of transport, the transport provided to Service Users, the type of transportation used, the breaks and meals./ refreshments provided and other related information, as defined in Paragraph 3.3.1 of this Schedule 2.</li> </ol>



## 4.4 Service User Support Services

Requirements	
4.4.1	The Provider shall provide a “move-in” service for Service Users upon arrival at their allocated Dispersal Accommodation (including Temporary Dispersal Accommodation).
Related Information	<ol style="list-style-type: none"> <li>1. The Provider shall: <ol style="list-style-type: none"> <li>a. move the Service Users into appropriate allocated accommodation within the time specified by the Authority in the Accommodation Request;</li> <li>b. meet the Service Users upon arrival at their allocated accommodation;</li> <li>c. arrange for an interpreter speaking the required language to be available upon the arrival of the Service Users at their allocated accommodation (whether permanent or temporary) if, without an interpreter, the required information cannot be clearly conveyed by the Provider and understood by the relevant Service users; <i>and</i></li> <li>d. move Service Users who may have been placed in Temporary Dispersal Accommodation to their longer term Dispersal Accommodation within the period specified by the Authority in accordance with <a href="#">Annex A</a> to this Schedule 2.</li> </ol> </li> <li>2. In the event that the Accommodation provided by the Provider is determined by the Provider to be inappropriate given the medical or care needs of the Service User: <ol style="list-style-type: none"> <li>a. the Provider shall, as soon as possible, seek instructions from the Authority, and make any relevant referrals for medical and/or social care assessments, where appropriate;</li> <li>b. in the event that the Provider is not able to get instructions from the Authority, or advice from relevant health or social care services, the Provider shall take any necessary action to ensure the safety and wellbeing of the Service User until relevant advice or instruction is forthcoming; <i>and</i></li> <li>c. where necessary the Provider shall provide appropriate Temporary Dispersal Accommodation for the relevant Service User to ensure their safety and wellbeing.</li> </ol> </li> <li>3. Within one (1) calendar day of the Service User’s arrival in the Dispersal Accommodation or Temporary Dispersal Accommodation, the Provider shall provide a ‘move-in’ briefing service to familiarise the Service User with their new accommodation and local area. The ‘move-in’ briefing shall, as a minimum, include: <ol style="list-style-type: none"> <li>a. an explanation and demonstration of the operation of all-necessary safety equipment and operating instructions for equipment used within the relevant accommodation, including kitchen and bathroom facilities, including how to turn off gas, electricity and water supplies;</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>b. information on the type, quality and standards of services Service Users can expect whilst they are in Dispersal Accommodation;</li> <li>c. information on the behavioural expectations for Service Users whilst they are within Dispersal Accommodation;</li> <li>d. signposting to the AIRE Provider and information on how to make complaints or provide feedback regarding the Provider or any person or organisation, in accordance with Paragraph <a href="#">1.2.7</a> of this Schedule 2;</li> <li>e. information to assist the Service User to make contact and register with a local GP surgery and Dentist, including information on the location of the same; <i>and</i></li> <li>f. information on the local area, including the location of local shops, amenities and facilities relevant to the needs of the Service User.</li> </ul> <p>4. Within seven (7) calendar days of the Service User's arrival in the Dispersal Accommodation or Temporary Dispersal Accommodation, the Provider shall provide an additional 'move in' briefing service to provide the Service User with further information and assistance to help them acclimatise and settle-in to their community. This additional briefing shall, as a minimum, include:</p> <ul style="list-style-type: none"> <li>a. information on the cleaning products provided with the accommodation (where applicable) and how to use them effectively;</li> <li>b. information to assist the Service User to register their children (where applicable) with appropriate schools in the area;</li> <li>c. signposting to local services and information to assist the Service User to make contact with local organisations, including: <ul style="list-style-type: none"> <li>i. Voluntary sector services and other independent advice service providers;</li> <li>ii. The Authority's asylum support services;</li> <li>iii. Relevant Local Authority services, including social care;</li> <li>iv. Emergency services and the local Police service;</li> <li>v. Legal advisers and related services;</li> <li>vi. Local leisure and recreation facilities and services; <i>and</i></li> <li>vii. Local religious and cultural facilities, where appropriate.</li> </ul> </li> <li>d. any additional information which the Provider is instructed to provide by the Authority or by the Local Authority, Police or local health authority; <i>and</i></li> <li>e. any additional information which the Provider considers relevant to the needs of the Service User, or in relation to the provision of its own services.</li> </ul> <p>5. The Provider shall provide 'move-in' briefings on every occasion that the Service User is relocated to new Dispersal Accommodation, including when a Service User is moved from Temporary Dispersed Accommodation to longer-term Dispersal Accommodation.</p> <p>6. The Service User shall, at the end of the briefings, be provided with an information pack containing all necessary information that will enable the Service User to function individually and/or as a family member and as a member of the community in which they are placed.</p>
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	<ol style="list-style-type: none"> <li>7. The Provider shall require that the Service User confirms, in writing, that the required information has been presented verbally and that an information pack has been issued and its content understood.</li> <li>8. The Provider shall regularly update 'move-in' briefing materials to keep up to date with changes in the local area and the latest policies and guidance. The Provider shall annually submit 'move-in' briefing materials, from a sample of areas to be determined by the Authority, for Authority review.</li> <li>9. The Provider shall provide the Authority with 'move-in' briefing materials upon the Authority's request within five (5) working days of the said request.</li> </ol>
<b>Volume of service</b>	As required
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Move-in briefing service is provided to Service Users within one (1) day of arrival in Dispersal Accommodation, or Temporary Dispersal Accommodation, and every relocation to alternative Dispersal Accommodation thereafter.</li> <li>2. All required information conveyed to Service Users within seven (7) calendar days of a Service Users arrival in Dispersal Accommodation, or Temporary Dispersal Accommodation, and every relocation to alternative dispersed Accommodation thereafter.</li> <li>3. Maintenance of accurate and auditable records evidencing that Service Users have received relevant briefings and supporting information packs.</li> </ol>

Requirements	
4.4.2	The Provider shall signpost the feedback and complaints process to Service Users and appropriately resolve complaints.
Related Information	<ol style="list-style-type: none"> <li>1. The Provider shall signpost to Service Users the ways and means for the Service User to provide feedback or make a complaint via the single point of contact operated by the AIRE Provider.</li> <li>2. The Provider shall ensure that the number to call to provide feedback and make complaints is clearly displayed in a place which is visible and accessible within the property in which the Service User is housed.</li> <li>3. The Provider shall, as and when necessary, demonstrate the process for providing feedback and making complaints to Service Users, in a manner that Service Users can understand.</li> <li>4. The AIRE Provider shall manage the administration and referral of feedback and complaints to the Provider, as appropriate, in accordance with the process defined in Paragraph <a href="#">1.2.7</a> of this Schedule 2.</li> <li>5. Where the AIRE Provider makes a feedback or complaints referral to the Provider, the Provider shall: <ol style="list-style-type: none"> <li>a. provide a single point of contact for the receipt of the referral from the AIRE Provider, available 24 hours a day;</li> <li>b. record the feedback and complaints referrals, including any cause, and any action taken by the Provider in response to the feedback or complaint;</li> <li>c. seek to resolve any complaint within five (5) working days of it being referred by the AIRE Provider, unless the complaint relates to an Accommodation maintenance defect, in which case the Provider shall take appropriate action to address the defect in accordance with the Response Times set out in <a href="#">Annex B</a>;</li> <li>d. set out to the Service User, within one (1) working day of the Provider's receipt of the complaint referral, any action which will be taken to resolve the complaint, and when the Provider intends to complete this action;</li> <li>e. notify the AIRE Provider of the same information as above within one (1) working day of the Provider's receipt of the complaint referral so they can update their records accordingly;</li> <li>f. inform the Service User of the outcome of the action in response to the complaint and any subsequent action to be taken;</li> <li>g. notify the AIRE Provider of the same information as above; <i>and</i></li> <li>h. where the complaint is a serious matter requiring Police or Authority involvement, the Provider shall notify the Authority immediately on becoming aware of such an event.</li> </ol> </li> </ol>

	<ol style="list-style-type: none"> <li>6. The Provider shall record in an auditable manner the number and type of complaints for which the Provider can be held culpable.</li> <li>7. The Provider shall, immediately upon becoming aware of a complaint or request for support, report to the Authority, and where appropriate the Police, any matters that arise concerning: <ol style="list-style-type: none"> <li>a. any Service User fraudulently claiming support;</li> <li>b. antisocial behaviour, suspicious or criminal behaviour, threatening behaviour or harassment;</li> <li>c. behaviour that may indicate that someone is involved in violent extremism, radicalisation or vulnerable to radicalisation;</li> <li>d. neglect, sexual harassment or exploitation; <i>and/or</i></li> <li>e. domestic violence or the safeguarding of children and vulnerable adults.</li> </ol> </li> <li>8. When the Provider, following discussion with the Service User or any third party, is unable to resolve a complaint to the satisfaction of the relevant Service User, the Provider shall refer the complaint and the relevant Service User to the AIRE Provider, who shall advise the complainant and if necessary take up the complaint on their behalf. The complainant is to be informed when such action is taken.</li> <li>9. If all other avenues for complaint resolution fail to achieve an outcome satisfactory to the relevant Service User, the Provider shall refer the matter to the Authority.</li> </ol>
<b>Volume of service</b>	As required
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. The ways and means of making complaints are signposted to all Service Users, with demonstrations of how to make a complaint to Service Users, where appropriate.</li> <li>2. The telephone number for making complaints is clearly visible and accessible in all Service User Accommodation.</li> <li>3. The single point of contact for complaint referrals is available twenty-four (24) hours a day, each day of the year.</li> <li>4. Complaints managed and resolved within the required timescales.</li> <li>5. Serious complaints requiring Police and Authority involvement notified immediately upon the Provider becoming aware of any event requiring such notification.</li> <li>6. Accurate and auditable records maintained evidencing the complaints referred to the Provider, actions taken in response to complaints and subsequent outcomes.</li> </ol>

Requirements	
<b>4.4.3</b>	The Provider shall provide a reporting service for the Authority and take appropriate action to assure the safety and wellbeing of Service Users.
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. The Provider's officers shall visit all Service User Accommodation at least once per month, or more frequently where instructed to do so by the Authority for specific Service Users.</li> <li>2. The Provider shall proactively monitor and report to the Authority matters pertaining to changes in the circumstances of Service Users whilst they are within the care of the Provider.</li> <li>3. The Provider shall report the following events to the Authority and the AIRE Provider within four (4) Working Hours of the Provider becoming aware of the circumstances: <ol style="list-style-type: none"> <li>a. serious injury, accident or death involving a Service User;</li> <li>b. serious illness suffered by a Service User (including notifiable diseases);</li> <li>c. violent or aggressive incidents involving a Service User;</li> <li>d. any event, incident or occurrence which may have a negative effect on the reputation of the Authority or the Provider; <i>and/or</i></li> <li>e. any incident or relevant information that may have a bearing on the safety of visiting Authority or Provider staff.</li> </ol> </li> <li>4. The Provider shall report the following events to the Authority, the AIRE Provider, the relevant Local Authority team, and the Police (as appropriate) within one (1) Working Day of the Provider becoming aware of the circumstances: <ol style="list-style-type: none"> <li>a. any allegation made by or about a Service User concerning sexual or physical abuse, the safeguarding of children or vulnerable adults, neglect, harassment and/or exploitation.</li> </ol> </li> <li>5. With regard to the circumstances defined in Paragraph 2 and 3 above, in addition to notifying the Authority and other relevant entities, the Provider shall comply with the Authority's instructions with regard to the Service Users in question.</li> <li>6. In the event that, whilst waiting for the Authority's instructions, the Provider believes or has reasonable grounds to suspect that the safety and wellbeing of Service Users, its members of staff, or members of the community in which Service Users are accommodated is at risk, the Provider shall take appropriate and necessary action to assure the safety and wellbeing of these individuals or groups.</li> </ol>

	<p>7. The Provider shall seek the approval of Authority of any action it considers appropriate and necessary before it takes said action, or, if an emergency or urgent action is required, the Provider shall notify the Authority of any actions taken as soon as possible after the said actions have been taken.</p> <p>8. The Provider shall report the following events to the Authority within one (1) Working Day of the Provider becoming aware of the following circumstances:</p> <ol style="list-style-type: none"> <li>a. a Service User moving out of or into the premises provided by the Provider;</li> <li>b. a dispute with local neighbours or agencies;</li> <li>c. any arrests or enforcement notices concerning a Service User;</li> <li>d. a reported theft or loss of a Service User's belongings;</li> <li>e. any significant dispute between a Service User and the Provider, its agents or staff;</li> <li>f. any reasonable suspicions that a Service User may be obtaining support from the Authority by fraudulent means;</li> <li>g. any reasonable suspicions that a Service User may be engaged in criminal activity, violent extremism, or radicalisation;</li> <li>h. any reasonable suspicions that a Service User may be living beyond the means of their support;</li> <li>i. any reasonable suspicions that a Service User is working for payment;</li> <li>j. any serious event, incident or occurrence concerning a Service User and/or premises provided by the Provider as Accommodation for Service Users;</li> <li>k. any absences of a Service User from the Accommodation provided by the Provider for more than seven (7) consecutive days and nights, including absences as a result of hospitalisation;</li> <li>l. any persistent absence of a Service User from the Accommodation provided by the Provider; <i>and/or</i></li> <li>m. for Service Users supported under Section 4 of the Immigration and Asylum Act 1999, absences from the Accommodation provided by the Provider for more than: <ol style="list-style-type: none"> <li>i. seven (7) consecutive days and nights, including absences as a result of hospitalisation; <i>and/or</i></li> <li>ii. fourteen (14) days and nights in any six (6) calendar month period.</li> </ol> </li> </ol> <p>9. The Provider shall comply with any relevant Authority instructions in response to the above circumstances, including making the Service User's sleeping quarters available for use by other Service Users, where instructed by the Authority.</p>
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	<p>10. In the event that the Provider identifies a Service User as having been absent from their Dispersal Accommodation, or TDA, without authorisation for more than seven (7) consecutive days, the Provider may request the Authority's permission to allocate the absent Service User's sleeping quarters to another Service User. The Provider shall notify the Authority of the absences and the re-allocation of the sleeping quarters, and shall store the absent Service User's personal items for a period of one (1) month, and shall return them to the Service User if they return to the premises and ask for them back within this period. No charge shall be made for the storage or return of any personal items left behind by the Service User'</p> <p>11. The Provider shall maintain records relating to the circumstances of Service Users and any notifications made to the Authority regarding such circumstances.</p> <p>12. The Provider shall provide to the Authority, in the format or manner of reporting reasonably required by the Authority, reports on Service Users and their circumstances, as detailed in Schedule 14 (<i>Monitoring and Management Information</i>).</p>
<p><b>Volume of service</b></p>	<p>As required</p>
<p><b>Performance standards</b></p>	<ol style="list-style-type: none"> <li>1. Notifications provided to the Authority and other defined entities within the prescribed timescales.</li> <li>2. Appropriate and necessary actions taken to assure the safety and wellbeing of Service Users in a timely manner, as and when required and/or in accordance with the Authority's instructions.</li> <li>3. Accurate and auditable records maintained evidencing the proactive monitoring of Service User circumstances, and any and all actions taken by the Provider in response to identified or alleged risks to Service User safety and wellbeing.</li> <li>4. Reports and Management Information provided to the Authority within the prescribed timescales</li> </ol>



Requirements	
<b>4.4.4</b>	The Provider shall manage anti-social and violent behaviour (including violent extremism) that occurs in Accommodation it provides.
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. The Provider shall: <ol style="list-style-type: none"> <li>a. develop and implement an operations plan for the management of anti-social and/or violent behaviour by Service Users in Accommodation provided by the Provider under this Contract;</li> <li>b. investigate and record all incidents of anti-social and/or violent behaviour by or affecting Service Users in Accommodation provided by the Provider under this Contract and report findings to the Authority;</li> <li>c. resolve whenever possible minor incidents of anti-social behaviour involving or affecting Service Users in Accommodation provided by the Provider under this Contract;</li> <li>d. inform the relevant Local Authority / Police of serious or persistent anti-social and/or violent behaviour involving or affecting Service Users in Accommodation provided by the Provider under this Contract;</li> <li>e. report to the Authority and provide supporting evidence of serious or persistent anti-social and/or violent behaviour involving or affecting Service Users in Accommodation provided by the Provider under this Contract, including a record of any remedial actions taken by the Provider in response to such behaviour;</li> <li>f. provide written reports, detailing such incidents, as required by the local RSMP, the Police, the Local Authority and/or the Authority; <i>and</i></li> <li>g. comply with any instructions issued by the Authority, Police or Local Authority regarding the management of serious or persistent anti-social and/or violent behaviour involving or affecting Service Users in Accommodation provided by the Provider under this Contract.</li> </ol> </li> <li>2. The Provider shall develop, and agree with the Authority, a critical incident notification and management procedure for serious incidents of anti-social and/or violent behaviour involving or affecting Service Users, and shall implement this notification and management procedure in the event of serious anti-social and/or violent behaviour.</li> <li>3. Where the Provider believes, or has reasonable grounds to suspect, that any serious or persistent anti-social and/or violent behaviour involving or affecting Service Users in Accommodation provided by the Provider may represent a risk to the safety and wellbeing of Service Users, its staff, or members of the community in which Service Users are accommodated, the Provider shall take appropriate and necessary action to assure the safety and wellbeing of the these individuals or groups.</li> <li>4. The Provider shall seek the approval of Authority of any action it considers appropriate and necessary before it takes said action, or, if an emergency or urgent action is required, the Provider shall notify</li> </ol>

	<p>the Authority of any actions taken as soon as possible after the said actions have been taken.</p> <p>5. The Provider shall maintain records relating to any and all investigations undertaken into anti-social and/or violent behaviour involving or affecting Service Users, any and all notifications or reports provided to the Authority, the Police and/or the Local Authority regarding such behaviour, and any and all actions taken by the Provider in response to such behaviour, including actions in response to instructions from the Authority, the Police or the Local Authority.</p>
<b>Volume of service</b>	As required
<b>Performance standards</b>	<p>1. Provider establishes a mechanism (which is approved by the Authority, with such approval not to be unreasonably withheld or delayed) to manage the anti-social and/or violent behaviour of Service Users as required.</p> <p>2. Accurate and auditable records maintained evidencing notifications or reports provided to the Authority, Police and/or the Local Authority concerning anti-social or violent behavior involving or affecting Service Users, and actions taken by the Provider in response to such anti-social or violent behaviour.</p>

Requirements	
4.4.5	The Provider shall provide patient registration service in support of the National Health Service (Not applicable to Initial Accommodation)
Related Information	<ol style="list-style-type: none"> <li>1. If, in any one (1) week period, ten (10) or more Service Users are placed by the Provider in an area covered by the same GP Practice the Provider shall: <ol style="list-style-type: none"> <li>a. notify the nominated GP Practice and the NHS asylum health care worker (where applicable) of their arrival;</li> <li>b. arrange, within two (2) Working Days of the last Service User arriving, for the GP Practice asylum health care worker to meet all the individuals together so that they can, if they wish, be registered with GPs at the same time.</li> </ol> </li> <li>2. If notified by the Authority that a Service User has a pre-existing medical condition requiring that the Service User should be registered with a local GP: <ol style="list-style-type: none"> <li>a. the Provider shall take the Service User to the nearest GP surgery, or nearest open and accessible prescribing health centre or hospital, on the day of arrival at the relevant accommodation, if the Service User informs the Provider that he/she is without a supply of prescribed medication, and shall provide assistance in helping the Service User to complete the registration process, if such assistance is required;</li> <li>b. the Provider shall take the Service User to the nearest GP surgery within two (2) Working Days of arrival at the relevant accommodation, if the Service User informs the Provider that he/she is in urgent need of a new supply of prescribed medication, and shall provide assistance in helping the Service User to complete the registration process, if such assistance is required; <i>and/or</i></li> <li>c. the Provider, in other cases, shall take the Service User to a GP surgery within five (5) Working Days of arrival at the relevant accommodation, and shall provide assistance in helping the Service User to complete the registration process, if such assistance is required.</li> </ol> </li> <li>3. If the Provider takes the Service User to the nearest GP surgery but the Service User refuses to register with the GP, the Provider shall make best endeavours to assist the Service User in registering with the GP surgery. This shall include explaining to the Service User, in a manner they can understand, the benefits and/or necessity of registering with a GP surgery, and the provision of further transport to take the Service User to the GP surgery a second time, if required.</li> <li>4. If, after the provision of such assistance by the Provider, the Service User still refuses to register with a GP surgery, the Provider shall notify the Authority within five (5) working days.</li> </ol>

<b>Volume of service</b>	As required.
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Applicable notifications issued to relevant GP practices and nominated NHS asylum health care workers within prescribed timescales.</li> <li>2. Applicable meetings between Service Users and GP practices and nominated NHS asylum health care workers arranged within prescribed timescales.</li> <li>3. Applicable Service Users taken to GP practices and provided with appropriate assistance to help Service Users to register with the GP practice, within prescribed timescales.</li> <li>4. Accurate and auditable records maintained evidencing notifications issued and meetings arranged with GP practices and nominated NHS asylum health care workers, and Service Users taken to GP practices for registration.</li> </ol>

Requirements	
<b>4.4.6</b>	The Provider shall provide direct support to Service Users in obvious and urgent or specified (by the Authority) need of medical care on arrival at the Accommodation.
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. If, during transportation or on arrival at the relevant Accommodation, any Service User is in obvious and urgent need (as defined in <a href="#">Annex D</a> of this Schedule 2) of medical care the Provider shall: <ol style="list-style-type: none"> <li>a. take the Service User to the nearest GP surgery for registration, treatment and referral; <i>or</i></li> <li>b. take the Service User to the nearest hospital accident and emergency department for treatment, or call the emergency services if immediate assistance is required; <i>or</i></li> <li>c. take all necessary action, required in the reasonable opinion of the Provider, to ensure the timely and sufficient care for the Service User; <i>and</i></li> <li>d. in any event, report the incident to the Authority at the earliest convenient time not exceeding four (4) Working Hours after arrival at the relevant Accommodation.</li> </ol> </li> <li>2. If notified by the Authority that a Service User has need of urgent medical care the Provider shall either: <ol style="list-style-type: none"> <li>a. take the Service User to the nearest GP surgery for registration, treatment and referral; <i>or</i></li> <li>b. take the Service User to the nearest hospital accident and emergency department for treatment; <i>and</i></li> <li>c. in any event report the outcome of the visit to the Authority within four (4) Working Hours of arrival at the relevant Accommodation.</li> </ol> </li> </ol>
<b>Volume of service</b>	As required.
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Applicable Service Users provided with appropriate urgent medical care.</li> <li>2. Accurate and auditable records maintained evidencing action taken in response to Authority instructions or the obvious and urgent needs of Service Users.</li> </ol>

Requirements	
<b>4.4.7</b>	The Provider shall provide a notification service for the local National Health Service and the Local Housing Authority (not applicable to Initial Accommodation).
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. Within two (2) Working Days of the relevant dispersal event the Provider shall notify the GP Practice (covering the area into which a Service User is provided with Accommodation by the Provider) of the names and addresses of any Service User moving out of or into the area of the relevant GP Practice.</li> <li>2. Within two (2) Working Days of the relevant dispersal event the Provider shall inform the relevant GP Practice named asylum health worker when it is obvious on the Service User's arrival at the relevant Accommodation that previous unreported health needs exist, or take emergency action to assure the safety and wellbeing of the Service User.</li> <li>3. The Provider shall, within two (2) Working Days of notification by the Authority, inform the Local Authority that it has been notified by the Authority that it is ceasing support for any Service User following a positive decision to their asylum application. Such notification shall include: <ol style="list-style-type: none"> <li>a. the composition of the Service User's household;</li> <li>b. the date from which the Authority's support for the Service User will cease;</li> <li>c. any known Service User needs which require adaptations to Accommodation, or impose restrictions on the type and location of Accommodation, necessary to ensure the Service User is provided with appropriate Accommodation;</li> <li>d. any other information specified by the Local Authority to help them house Service Users and prevent the homelessness of the Service User once their support has ceased.</li> </ol> </li> </ol>
<b>Volume of service</b>	As required.
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Identified information provided to the GP Practices and Local Authorities within the specified times.</li> <li>2. Accurate and auditable records maintained evidencing information provided to GP practices and Local Authorities.</li> </ol>

## 4.5 Information Technology

Requirements	
<b>4.5.1</b>	The Provider shall operate information technology (known hereon in as “IT”) applications provided by the Authority for the management of the Contract.
<b>Related Information</b>	<ol style="list-style-type: none"> <li>1. The Provider shall use IT provided by the Authority to record details of Accommodation, Service Users and other appropriate Information as defined by the Authority. The Provider must note that the Authority shall continue to seek to improve its IT capabilities.</li> <li>2. The Management Information Portal will include applications, but not hardware, provided via the internet, and secure email transfer or otherwise provided by the Authority.</li> <li>3. The IT systems used by the Authority shall be the Primary System of Record (ATLAS) and all other communication or data transfer shall be subordinate to these systems.</li> <li>4. Automated interfaces to Provider systems may be developed to increase overall efficiency.</li> <li>5. The provision of these interfaces will be at the discretion of the Authority and shall be used in respect of the provision of the Services to the extent from time to time required by the Authority.</li> <li>6. The operation, training requirement and processes around IT systems used by the Provider shall be defined and developed by the Authority.</li> <li>7. The Provider shall only use such IT systems for the purposes of fulfilling its obligations under this Contract and shall not otherwise use, copy, reproduce, licence or exploit amend any such systems.</li> <li>8. Any systems used by the Provider to hold or store Authority Information or Service User records shall comply with the Authority’s standards as set out in Schedule 19 (<i>Information Technology</i>) and Schedule 21 (<i>Security Requirements and Plan</i>).</li> </ol>
<b>Volume of service</b>	As required.
<b>Performance standards</b>	<ol style="list-style-type: none"> <li>1. Use and operation of systems in accordance with the Authority’s requirements, as set out in Schedule 19 (<i>Information Technology</i>), Schedule 21 (<i>Security Requirements and Plan</i>) and Schedule 14 (<i>Monitoring and Management Information</i>).</li> </ol>

# STATEMENT OF REQUIREMENTS

## ANNEXES A TO H

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## Annex A Dispersal

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### The provisions of this Annex A shall not apply to Initial Accommodation Service Users

#### A.1 Overview

- A.1.1 The Authority expects that the substantial majority of dispersals shall take place within fourteen (14) Calendar Days of the Provider receiving the relevant Accommodation Request. The Authority may, however, at its discretion; set out in the Accommodation Request that dispersal shall take place within a specified number of Calendar Days which may be fewer than within fourteen (14) Calendar Days of the Provider receiving the relevant Accommodation Request.
- A.1.2 On each Working Day on which Service Users are to be dispersed to the Provider, the Authority shall issue an Accommodation Request setting out:
- A.1.2.1 the Service Users for dispersal;
  - A.1.2.2 the date by which an Accommodation Proposal must be submitted to the Authority in respect of such Service Users (in most cases this will be nine (9) Calendar Days following the date of the Accommodation Request);
  - A.1.2.3 the date by which such Service Users need to be provided with, and transported to, their Dispersal Accommodation by the Provider (in most cases this will be five (5) Calendar Days after the date for the receipt of the Accommodation Proposal); *and*
  - A.1.2.4 any specific requirements for those Service Users who need to be accommodated in a specific area or locality, or Service Users who have specific characteristics, such as physical disabilities, which will need to be considered by the Provider in identifying appropriate Dispersal Accommodation, where such characteristics are known to the Authority and may not yet have been communicated to the Provider.
- A.1.3 The Authority shall be entitled to:
- A.1.3.1 provide more than one notification to the Provider on any one Working Day; *and/or*
  - A.1.3.2 withdraw an Accommodation Request at any time prior to the point at which the relevant Service User is collected by the Provider for transport to the relevant Dispersal Accommodation to be provided by the Provider.
- A.1.4 The Provider must submit Accommodation Proposals to the Authority by the time required in the relevant Accommodation Request. The Authority, acting reasonably, shall respond should the Accommodation Proposal be rejected. In this event the Authority shall be entitled to terminate the relevant Accommodation Request or require the Provider to submit an alternative Accommodation Proposal. If the Authority requires the Provider to submit an alternative Accommodation Proposal, the Authority shall

stipulate the date by which the alternative Accommodation Proposal must be submitted to the Authority, and the date by which the Service User(s) needs to be provided with their accommodation by the Provider. The provisions of this Paragraph shall apply to such alternative proposal(s).

- A.1.5 Should a Service User be identified as vulnerable or at risk, the Provider must specify how the Accommodation Proposal is adapted to their specific needs.
- A.1.6 The Provider:
  - A.1.6.1 shall (unless the relevant Accommodation Request is subsequently withdrawn by the Authority) disperse and accommodate the Service Users referred to in an Accommodation Request within the times defined by the Authority in the Accommodation Request;
  - A.1.6.2 may, where they are unable to comply with Paragraph A.1.6.1, use suitable Temporary Dispersal Accommodation, for up to a maximum of twenty (20) Working Days, unless otherwise agreed by the Authority, to house the relevant Service Users until they can be moved to their longer term accommodation; *and*
  - A.1.6.3 shall inform the Authority of any Service Users for which the Provider shall provide Temporary Dispersal Accommodation.
- A.1.7 If the Authority specifies the area within the Specified Region in which the Service User is to be accommodated, the Temporary Dispersal Accommodation that is used must be in the same area as was specified by the Authority in the relevant Accommodation Request.
- A.1.8 The Provider shall keep the Authority updated on the address of any Dispersal Accommodation occupied by a Service User, including providing change of address notifications to the Authority if a Service User is relocated, including from Temporary Dispersed Accommodation to longer-term Dispersal Accommodation, in accordance with the provisions of [Annex C](#) of this Schedule 2.
- A.1.9 If the Provider moves a Service User to accommodation, but the Service user refuses to move in to that address:
  - A.1.9.1 the Provider shall provide the Service User with suitable Temporary Dispersal Accommodation until the Authority can adjudicate as to the suitability of the accommodation; *and*
  - A.1.9.2 the Authority shall notify the Provider of the result of such adjudication within one (1) Working Day of the relevant matter being referred to them by the Provider; *and*
  - A.1.9.3 if the Authority deems the accommodation to be unacceptable, the Provider shall continue to support the Service User in Temporary Dispersal Accommodation until more appropriate longer-term accommodation (as agreed with the Authority) can be provided; *or*

- A.1.9.4 if the Authority deems the accommodation to be acceptable, but the Service User still refuses to move in to the accommodation, the Provider shall refer the matter to the Authority, who shall provide further instruction to the Provider. Whilst the Provider is awaiting such instruction from the Authority, the Provider shall provide the Service User with suitable Temporary Dispersal Accommodation.

## **A.2 Dispersal**

- A.2.1 The Authority shall disperse Service Users throughout the UK based on the following criteria:
  - A.2.1.1 with the exception of the London and South Contract region, wherever possible, Service Users will be dispersed within the Region in which they originally applied for asylum support; *and*
  - A.2.1.2 Service Users in London and the South will be dispersed across the other regions in line with the allocations policy determined by the Authority.

## Annex B Standards

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### B.1 Accommodation Standards

- B.1.1 There are 4 distinct levels for the standards of the Accommodation to be provided for the use of Service Users. These levels are:
- B.1.1.1 Safe;
  - B.1.1.2 Habitable;
  - B.1.1.3 Fit for purpose; *and*
  - B.1.1.4 Correctly equipped
- B.1.2 The Provider is required to ensure that all Accommodation used to accommodate Service Users under this Contract at all times meets the required standards set out in this Schedule 2. For the avoidance of doubt the Authority shall have no responsibility whatsoever for any damage to or loss of any assets, premises or property of the Provider which is caused by any Service User, and any such damage or loss shall not affect the Provider's obligations to comply with the provision of this Contract.
- B.1.3 The 'Safe', 'Habitable', and 'Fit for Purpose' Accommodation standards in this Annex B to Schedule 2 are based on published guidance in the form of the Decent Home Standard, The Welsh Quality Homes Standard (WQHS) and the Scottish Housing Quality Standard (SHQS).
- B.1.4 In addition to the standards set out in this Schedule 2, the Provider shall ensure that the Accommodation for Service Users meets any statutory housing standards which are applicable in the Specified Contract Region and that licensable Accommodation has been licensed by the Local Authority prior to the property being used to accommodate Service Users, and is compliant with the requirements of the LA license whilst the property is used to accommodate Service Users.

### B.2 Safe Accommodation

- B.2.1 The following criteria will result in Accommodation being regarded as **Unsafe (Category 1 maintenance issues)**, requiring the immediate vacation by the Service User if the issue cannot be made safe for the Service User within four (4) hours, where such criteria mean there has been, or is likely to be, an imminent risk to a Service User's health, safety or security, or the disruption or loss of a fundamental service or facility in the Accommodation:
- B.2.1.1 gas leak;
  - B.2.1.2 structural instability;
  - B.2.1.3 flooding or free standing water within the Accommodation;
  - B.2.1.4 water penetration through the structure of the Accommodation resulting in pooling;

- B.2.1.5 damaged or friable asbestos linings or insulation products;
- B.2.1.6 following a Housing Health and Safety Rating System (HHSRS) inspection, the Accommodation receives a health and safety assessment of Category A, B or C (to note, the Response Times required by the Authority in relation to Accommodation being unsafe outlined in Paragraph B.14 take precedence over the requirements of any Local Authority order regarding remediation following a HHSRS assessment);
- B.2.1.7 electrical damage that could lead to fire or other injury, which could constitute a category 1 Hazard under the Housing Act 2004;
- B.2.1.8 broken glazing and/or windows or external doors which prevent the property being secured against intruders;
- B.2.1.9 no mains water supplied;
- B.2.1.10 lack of operational smoke detectors in HMOs;
- B.2.1.11 exposure to toxic or hazardous chemicals or gas; *or*
- B.2.1.12 fire damage affecting the structural integrity of the property or resulting in any of the circumstances described in B.2.1.1 to B.2.1.11.

### **B.3 Habitable Accommodation**

B.3.1 The following criteria will result in the Accommodation being regarded as **uninhabitable (Category 2 maintenance issues)**, requiring the implementation of an interim solution by the Provider within twenty- four (24) hours, and a permanent rectification within five (5) working days, where such criteria mean there may be an adverse effect on a Service User's health, safety or security or which have a significant detrimental impact on the property or the quality of life of the Service User

- B.3.1.1 no gas supplied where gas is normally supplied;
- B.3.1.2 no electrical power supplied;
- B.3.1.3 falling or unstable ceiling fabric;
- B.3.1.4 hole in or weakened floor;
- B.3.1.5 bare or exposed electrical wiring;
- B.3.1.6 no operational smoke or fire alarms;
- B.3.1.7 failure to comply with Local Authority licensing requirements with regard to fire safety and/or the fire

- safety standards described in Paragraph B.9 of this Schedule 2;
- B.3.1.8 no operational Carbon Monoxide (CO) detector, where a property has a solid fuel or gas appliance;
  - B.3.1.9 no operational hot water supply;
  - B.3.1.10 no operational space heating system which is capable of heating the whole of the dwelling;
  - B.3.1.11 blocked foul and/or surface water drainage either inside or outside the Accommodation, which affects the Accommodation or poses a health risk to occupants;
  - B.3.1.12 leaks which give rise to potential flooding either inside or outside the Accommodation;
  - B.3.1.13 no valid gas and/or electrical certification for electrical wiring and associated components and fittings, including failure to obtain valid electrical certification upon the completion of any work to electrical wiring and associated components and fittings. Gas appliances require certification every twelve (12) months by a Gas Safe registered engineer (or upon reinstallation) and electrical appliances to be inspected every five (5) years by an suitably qualified electrician (or upon reinstallation);
  - B.3.1.14 windows and balconies which do not have any protection against falling, in Accommodation for children or adults with specific needs;
  - B.3.1.15 broken glazing and/or window or door frames which represent a hazard to the health and safety of Service Users;
  - B.3.1.16 pest infestation of a type or scale which represents a serious hazard to the health and safety of Service Users;
  - B.3.1.17 inadequate or a lack of necessary adaptations to meet the specific needs of disabled or at risk Service Users;
  - B.3.1.18 mould on the walls or ceilings of a type or scale which represents a serious hazard to the health and safety of Service Users; *or*
  - B.3.1.19 ground floor windows, and other accessible windows, and any entrance doors that are not capable of being closed and locked, or which are in a condition which compromises the security of the property.

## **B.4 Fit for purpose – Accommodation generally**

- B.4.1 The following Standards must be satisfied for Accommodation to be regarded as fit for its intended purpose. Failure to comply with these requirements will mean that the Accommodation is considered **unfit for purpose (Category 3 maintenance issues)**, requiring action by the Provider within twenty-one (21) working days:
- B.4.1.1 the Accommodation is of the type appropriate to be allocated to the Service User;
  - B.4.1.2 the interior structure of Accommodation and all fixtures and fittings are safe and free from defects or artefacts that may pose a hazard to Service Users;
  - B.4.1.3 stairs have at least one handrail and are not considered hazardous;
  - B.4.1.4 roofs, walls, and external windows and doors are in a good condition, are weatherproof and are sufficiently well-fitting so they do not cause severe draughts;
  - B.4.1.5 rooms have satisfactory provision for natural and artificial lighting;
  - B.4.1.6 internal ventilation is sufficient to prevent dampness and condensation, and is adequate for waste air, smoke, fumes and gas extraction, and includes adequate mechanical ventilation in the kitchen and bathroom, where necessary, to minimise condensation and prevent dampness;
  - B.4.1.7 smoke and/or heat detectors fitted on each floor and in compliance with the relevant British Standards, Building Regulations and Local Authority licensing requirements. In houses of multiple occupation detectors are to be mains powered with battery backup and inter-linked to BS 5446 or its equivalent, and to meet local Fire and Rescue Service guidelines and requirements;
  - B.4.1.8 in houses of multiple occupation, visible notices explaining action to be taken in the event of fire or other emergency are displayed. Notices (which shall include diagrams showing emergency exits) are to be in a language the relevant Service User(s) understands or in such diagrammatic form that the relevant Service User(s) are capable of understanding irrespective of his/their ability to read in any language;
  - B.4.1.9 glazing is free from breakages, and free from cracks which may undermine the structural integrity of the glazing;
  - B.4.1.10 doors and windows are capable of being secured to the minimum standards recommended by the Police and the Association of British Insurers;

- B.4.1.11 all windows above ground floor level have restrictors where children or vulnerable adults with specific needs may be present;
  - B.4.1.12 drinking and other cold water supplies available at all times on demand and of sufficient pressure to operate heating installations;
  - B.4.1.13 if a full space heating system is not installed then appropriate fixed heating appliances are fitted in the living and sleeping areas, which are capable of heating the relevant rooms to a comfortable temperature. Paraffin or bottled gas heating systems shall not be used;
  - B.4.1.14 plumbing is operational, in a good state and leak free;
  - B.4.1.15 in houses of multiple occupation all bathrooms, shower rooms, toilets, and bedrooms have locks capable of being locked from the inside;
  - B.4.1.16 kitchen fit-out is in a state of good condition, with cupboard and food storage space within the constraints of the existing structure;
  - B.4.1.17 kitchen units and worktops easy to clean and maintain;
  - B.4.1.18 bathrooms are in a good condition and equipped with a bath and/or shower, toilet, wash hand basin, all in working order and a towel rail and waterproof covering (e.g. shower curtain or equivalent) to prevent pooling or flooding whilst the shower or bath is being used;
  - B.4.1.19 floor coverings in kitchens and bathrooms are easy to clean, moisture resistant and suitable for use in wet areas;
  - B.4.1.20 the Accommodation is free from pest infestation
  - B.4.1.21 the Accommodation has a telephone line installed or is capable of having such a line installed; *and*
  - B.4.1.22 the Accommodation has adequate bins for the storage of refuse, having regard to the disposal services provided by the Local Authority.
- B.4.3 On move in of a Service User, Accommodation will not be regarded as fit for purpose if the internal and external aspects of the Accommodation are not in good decorative order, which shall include:
- B.4.3.1 paint or emulsion surfaces to be free of:
    - B.4.3.1.1 significant holes and cracks in walls, ceilings, doors and any plastered surface;
    - B.4.3.1.2 extensive peeling, flaking or blistering;
    - B.4.3.1.3 ingrained dirt which it is not possible for the Service User to remove;



- B.4.3.1.4 substantial discoloration or variation of colour of a wall due to, for example, partial redecoration, removal of paint surface by cleaning materials, etc; *and*
- B.4.3.1.5 significant signs of dampness and mould growth.
- B.4.3.2 wallpapered surfaces to be free of:
  - B.4.3.2.1 significant holes and cracks in walls, ceilings and any plastered surface;
  - B.4.3.2.2 ingrained dirt which is not possible for the Service User to remove;
  - B.4.3.2.3 substantial discoloration or variation of colour of a wall due to, for example, partial redecoration, removal of paint surface by cleaning materials, etc; *and*
  - B.4.3.2.4 significant signs of dampness and mould growth.
- B.4.3.3 wood surfaces to be clean;
- B.4.3.4 wall tiles and floor tiles to be free of significant damage; *and*
- B.4.3.5 internal and external aspects of the Accommodation clean prior to Service Users taking up occupancy, including:
  - B.4.3.5.1 loose dust, debris and all refuse removed;
  - B.4.3.5.2 all surfaces including walls, tiling, sills, fireplace surrounds, worktops, interiors and exteriors of cupboards and drawers to be washed down, cleaned of grease and other natural and unnatural deposits or coatings and disinfected;
  - B.4.3.5.3 floors and floor coverings to be washed down or cleaned of grease and other natural and unnatural deposits or coatings and disinfected;
  - B.4.3.5.4 sinks, baths, shower units and other sanitary-ware to be cleaned, and free of stains and other material deposits and disinfected; *and*
  - B.4.3.5.5 windows and frames to be washed down and disinfected and cleaned of deposits of grease or other natural and unnatural coatings and marks.

- B.4.3.6 Gardens, outbuildings and boundary walls and/or fencing maintained in a safe and tidy condition.

## **B.5 Fit for purpose – Disabled persons or Service Users with specific needs**

- B.5.1 The Provider shall, when required, provide Accommodation for disabled Service Users, or Service Users with specific needs, which is fit for purpose and can be used for its intended purpose by disabled Service Users, in compliance with relevant legislation, including the Human Rights Act 1998 and the Equality Act 2010.
- B.5.2 In providing Accommodation for disabled Service Users, and/or Service Users with specific needs, the Provider shall ensure that the Accommodation and its associated facilities are accessible by the Service User, and, where necessary, it has appropriate adaptations to enable the Service User to live independently, or in accordance with a Local Authority assessment under the Care Act 2014.

## **B.6 Fit for purpose – Public areas (where owned, operated or managed by the Provider or their sub-contractor)**

- B.6.1 The following standards must be satisfied in respect of the external structure and external areas directly associated with any Accommodation for that Accommodation to be regarded as fit for its intended purpose:
  - B.6.1.1 within the boundaries of buildings (as defined by the Land Registry listing for the property) where applicable:
    - B.6.1.1.1 floors, doors, stairs, walls, ceilings, parapets, balustrades, hand rails free from defects or artefacts that may pose a hazard to people;
    - B.6.1.1.2 floors, doors, stairs, walls, ceilings, balustrades, stringers, panels and parapets free from litter, fly-posters, accumulated debris, natural detritus, impacted soilage, drip marks, graffiti and other marks capable of being cleaned;
    - B.6.1.1.3 lifts maintained in accordance with manufacturers' specifications and in working order;
    - B.6.1.1.4 lighting in all areas in working order;
    - B.6.1.1.5 porch canopies and flat roof areas free of debris and organic matter;

- B.6.1.1.6 all drainage, guttering and other water channels in working order with no pooling of water, leaks or overflows;
  - B.6.1.1.7 all areas free from pest infestation;
  - B.6.1.1.8 walls, stairway structures, ceilings and floors free from holes, cracks, loose plaster, spalling concrete and other surface structure defects, as applicable; *and*
  - B.6.1.1.9 Doors, hatches and other coverings free from holes, securable where appropriate, and in proper operating order.
- B.6.1.2 other areas:
- B.6.1.2.1 walkways and pavements, stairways and steps, walls, balustrades, hand rails free from defects or artefacts that may pose a significant hazard to people; *and*
  - B.6.1.2.2 walkways and pavements, stairways and steps, walls, ceilings, balustrades, and parapets free from litter, fly-posters, accumulated debris, natural detritus, impacted soilage, drip marks, graffiti and other marks capable of being cleaned.

## **B.7 Fit for purpose – Public areas (where owned, operated or managed by a third-party)**

- B.7.1 Where the Provider accommodates Service Users in Accommodation within an Accommodation block in which the Provider, or their sub-contractors, are not responsible for the maintenance and management of the public areas within the boundary of the building (as defined by the Land Registry listing for the property), the Provider shall make best endeavours to ensure that the party responsible for the maintenance and management of the property, maintains such public areas in accordance with the requirements set out in Paragraph B.6 above.
- B.7.2 Such best endeavours shall include, but not be limited to:
- notifying the party responsible for the management and maintenance of the public areas of the property and the Authority of maintenance issues as soon as the Provider is made aware of such maintenance issues;
  - requesting a remedy plan and/or other relevant information on the action the party responsible for the management and maintenance of the public areas of the property intends to take to rectify the maintenance issue, and when they intend to complete such actions;
  - initiating further communications with the party responsible for the

management and maintenance of the public areas of the property if no response to the initial notification is forthcoming, or the party responsible for the management and maintenance of the public areas of the property fails to rectify the maintenance issue within their stated timeframe, or to the satisfaction of the Authority's requirements on the Provider; *and*

- keeping accurate and auditable records of notifications and communications with the party responsible for the management and maintenance of the public areas of the property, and notifying the Authority if the party responsible for the management and maintenance of the public areas of the property fails to rectify identified maintenance issues in a timely or satisfactory manner.

B.7.3 The Authority has the right to instruct the Provider to relocate Service Users if the public areas within the boundary of the property in which Service Users are accommodated do not meet the Authority's requirements for fit for purpose public areas.

## **B.8 Fit for Purpose – Delivery of material to the Service User Accommodation**

B.8.1 To facilitate the delivery of material to the Accommodation of Service Users, such as payment cards, the Provider must ensure that:

- B.8.1.1 access to all properties is clearly marked;
- B.8.1.2 all external door furniture is in good working order;
- B.8.1.3 in HMOs, there is the provision of named and working bells or intercoms for each individual Service User unit;  
*and*
- B.8.1.4 there is provision for the secure receipt of post and deposit of calling cards.

## **B.9 Fire Safety**

B.9.1 The Provider shall ensure that Service User Accommodation is compliant with relevant UK fire safety laws and regulations, including, but not limited to, the Housing Act 2004, the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 or equivalent in devolved nations, the Regulatory Reform (Fire Safety) Order 2005 and the Management of Houses in Multiple Occupation (England) Regulations 2006 or equivalent in devolved nations.

B.9.2 The Provider shall undertake periodic fire safety assessments of Service User Accommodation, in accordance with LACORS Housing – Fire Safety guidance 2008, or more recent guidance if available.

B.9.3 The Provider shall ensure that they have licensed Service User Accommodation where it is required to be licensed and that the Accommodation is compliant with the conditions of the licence, including those concerning fire safety.

- B.9.4 Where no requirements are stipulated by the Local Authority, the Provider is expected to follow relevant good industry practice on fire safety depending on the type of property and composition of occupants.
- B.9.5 The Provider shall ensure that Service User Accommodation is compliant with the Authority's requirements concerning smoke / heat detectors and CO detectors, as defined in Paragraphs B.2.1.7, B.2.1.11, B.3.1.7 and B.3.1.8 of this Schedule 2.

## **B.10 Fit out – Self Contained Family Accommodation**

- B.10.1 The Provider agrees that this type of Accommodation shall be that provided for families (other than families of IA Service Users accommodated in accordance with Paragraph B.11 below). Exceptions to this requirement can only be made in the case of families sharing with the agreement of the Authority in accordance with Paragraph C.1.5 of [Annex C](#) to this Schedule.
- B.10.2 The Provider shall provide, where necessary, childcare equipment, including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one (1) year.
- B.10.3 The Provider shall ensure that in each unit of self contained Accommodation:
- B.10.3.1 child safety gates are fitted on each staircase (where appropriate);
  - B.10.3.2 the facilities shall include at least those listed in Paragraph B.13.1;
  - B.10.3.3 the facilities shall not include the provision of white goods, with the exception of cooking facilities and other facilities mentioned in Paragraph B.13.1; *and*
  - B.10.3.4 each Service User is provided, as a minimum, with new personal linen in accordance with Paragraph B.13.2.

## **B.11 Fit out appropriate to Self Catering Accommodation occupied by a number of Service Users or in conjunction with other persons (save where all Service Users are part of the same family unit)**

- B.11.1 The Provider shall ensure that:
- B.11.1.1 shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard, as set out in relevant legislation and/or in Local Authority licensing requirements;
  - B.11.1.2 the sharing of rooms by Service Users is in accordance with the Authority's requirements defined in [Annex C](#);

- B.11.1.3 where facilities are not provided individually they shall be provided communally and each Service User shall have equal access to them;
  - B.11.1.4 the facilities shall include at least those listed in Paragraph B.13.1;
  - B.11.1.5 in the case of unrelated individuals sharing Accommodation, in accordance with Paragraph C.1.4 of [Annex C](#) to Schedule 2, those individuals shall be considered to be the equivalent of a family unit for the purpose of sharing facilities;
  - B.11.1.6 each Service User is provided, as a minimum, with new personal linen in accordance with Paragraph B.13.2; *and*
  - B.11.1.7 the common and communal parts of the Accommodation are kept clean, and shall provide instructions to Service Users, in a manner they can understand, regarding how to keep the property clean and tidy.
- B.11.2 The Provider shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one (1) year.
- B.11.3 The facilities shall not include the provision of white goods, with the exception of cooking facilities and other facilities mentioned in Paragraph B.13.1.

**B.12 Fit out Appropriate to Full Board accommodation including that occupied by a number of Service Users or in conjunction with other persons**

- B.12.1 The Provider shall ensure that:
- B.12.1.1 shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard, as set out in relevant legislation and/or in Local Authority licensing requirements;
  - B.12.1.2 the sharing of rooms by Service Users is in accordance with the Authority's requirements defined in [Annex C](#);
  - B.12.1.3 unless otherwise stipulated, Service Users shall have equal and necessary access to facilities;
  - B.12.1.4 the facilities shall include at least those listed in Paragraph B.13.1;
  - B.12.1.5 in the case of unrelated individuals sharing accommodation, in accordance with Paragraph C.1.4 of [Annex C](#) to Schedule 2, those individuals shall be considered to be the equivalent of a family unit for the purpose of sharing facilities;

- B.12.1.6 each Service User is provided, as a minimum, with new personal linen in accordance with Paragraph B.13.2; *and*
  - B.12.1.7 the common and communal parts of the accommodation are kept clean.
- 
- B.12.2 The Provider shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.
  - B.12.3 The facilities shall not include the provision of white goods, with the exception of cooking facilities and other facilities mentioned in B.13.1.

## B.13 Facilities required within Accommodation types

B.13.1 The facilities required for Service Users in their Accommodation are outlined below. Facilities apply to all types of Service User Accommodation except where expressly stated:

Facility	Description									
Bathroom	<p>Each bathroom shall include:</p> <ul style="list-style-type: none"> <li>• a bath and/or shower;</li> <li>• a wash basin;</li> <li>• a WC; <i>and</i></li> <li>• A waterproof covering for the bath or shower (e.g. shower curtain or equivalent).</li> </ul> <p>Showers are preferable to meet a wider range of cultural needs, and WCs are to be located separately wherever possible.</p> <p>Families shall be allocated their own bathrooms, with no sharing with other families unless agreed by the Authority.</p> <p><b><u>Quantity</u></b></p> <p>For those types of Accommodation which relate to Paragraphs B.11 and B.12, at least one (1) bathroom per five (5) single Service users.</p> <p>For those types of Accommodation which relate to Paragraphs B.11 and B.12, and are houses of multiple occupancy subject to Local Authority licensing, the quantity of facilities shall comply with the provisions of the licence.</p> <p>For those properties which relate to Paragraph B.10, families shall have their own bathroom.</p>									
Kitchen	<p>Kitchens and the associated equipment can be shared by single Service Users.</p> <p>Families shall be allocated their own kitchens, with no sharing with other families unless agreed by Authority.</p> <p><b><u>Quantity</u></b></p> <p>For those types of Accommodation which relate to Paragraphs B.10 and B.11, at least one (1) kitchen per five (5) single Service users.</p> <table border="1" data-bbox="448 1778 1449 2011"> <tr> <td colspan="3" data-bbox="448 1778 1449 1868">Kitchen equipment to include:</td> </tr> <tr> <td data-bbox="448 1872 831 1944">Cookware and utensils.</td> <td data-bbox="834 1872 1201 1944">Food preparation area.</td> <td data-bbox="1204 1872 1449 1944">Hygienic worktops.</td> </tr> <tr> <td data-bbox="448 1948 831 2011">Refrigerator and Freezer.</td> <td data-bbox="834 1948 1201 2011">Sink.</td> <td data-bbox="1204 1948 1449 2011"></td> </tr> </table>	Kitchen equipment to include:			Cookware and utensils.	Food preparation area.	Hygienic worktops.	Refrigerator and Freezer.	Sink.	
Kitchen equipment to include:										
Cookware and utensils.	Food preparation area.	Hygienic worktops.								
Refrigerator and Freezer.	Sink.									



	<p>Cooker or oven and hob.</p> <p>Microwave.</p> <p>Broom and/or other forms of floor cleaning equipment to enable Service Users to keep the property clean and tidy.</p> <p>Access to laundry facilities (which would normally be a washing machine but could be an alternative e.g. providing vouchers for a local launderette)</p>	<p>Cutlery and crockery.</p> <p>Ironing board.</p> <p>Appropriate drying facilities e.g. an airier or a clothes line as appropriate.</p>	<p>Hygienic floor coverings.</p> <p>Cupboards.</p> <p>Dustpan and brush.</p> <p>Mop.</p> <p>Clothes iron.</p>
Bedrooms	<p>Facilities to include:</p> <ul style="list-style-type: none"> <li>• single beds or double beds to suit the composition of the Service Users;</li> <li>• 1 Wardrobe per room or 1 per single Service User when the room is shared by unrelated adults;</li> <li>• 1 Chest of drawers per room or 1 per single Service User when the room is shared by unrelated adults; <i>and</i></li> <li>• curtains or blinds installed over windows for the purpose of blocking or obscuring light, or drafts, when required.</li> </ul>		
Dining and living	<p>Facilities to include:</p> <ul style="list-style-type: none"> <li>• Table;</li> <li>• One (1) Dining chair per Service User;</li> <li>• One (1) Armchair or sofa seat per Service User; <i>and</i></li> <li>• Curtains or blinds installed over windows for the purpose of blocking or obscuring light, or drafts, when required.</li> </ul> <p>The Provider shall use reasonable endeavours to provide separate living/dining areas for use of families (save that this requirement shall not apply in respect of IA Service Users).</p> <p>For those types of Accommodation which relate to Paragraphs B.12, the Provider shall take into account the number and mix of Service Users and provide adequate dining facilities to cater for the needs of the Service Users accommodated and/or fed in the relevant Accommodation.</p>		
Communal Services and Facilities	<p>For those types of Accommodation which relate to Paragraphs B.12, the Provider shall provide:</p> <ul style="list-style-type: none"> <li>• Drinking water – reasonable access to fresh drinking water and a suitable drinking vessel at all times.</li> <li>• Laundry – reasonable access to laundry facilities (over and above</li> </ul>		

	<p>hand washing – normally a washing machine), ironing boards and clothes irons. Laundry should include facilities to enable Service Users to dry clothes e.g. an airier or a clothes line.</p> <ul style="list-style-type: none"> <li>• Recreational – taking into account the number and mix of Service Users reasonable access to tables and comfortable chairs for recreational activities.</li> <li>• Cleaning – access to appropriate cleaning materials and consumables for communal areas, including, but not limited to bleach, floor cleaner, washing up liquid and worktop cleaner, for use by Service Users for cleaning communal areas.</li> <li>• Baby or child provisions – facilities to allow the sterilisation of equipment for babies and children.</li> <li>• Windows – equipment such as curtains or blinds should be installed for the purpose of blocking or obscuring light, or drafts, when required.</li> </ul>
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B.13.2 The Provider shall provide new personal linen for each Service User which shall include:

Item	Quantity	Item	Quantity
Bath Towel	2	Hand towels	2
Face Flannels	2	Tea towels	1
Sheets	2	Pillows and Pillow cases	2 of each
Blankets / duvet	2 / 1	Duvet covers	2

#### B.14 Response times for reactive maintenance

B.14.1 The Provider shall provide services in response to emergencies and for reactive maintenance activity in accordance with the Response Times set out below.

Category	Classification	Meaning	Response Time
1	<b>Unsafe</b>	Works which are necessary where the condition of the Accommodation is <b>unsafe</b> , in accordance with the criteria outlined	Continuous call out facility to investigate and restore/rectify or provide temporary alternative Accommodation <b>within four (4) hours</b> of the

		in Paragraph B.2, such that there has been, or is likely to be, an imminent risk to a Service User's health, safety or security, or disruption or loss of a fundamental service or facility of the Accommodation.	Provider becoming aware of the maintenance issue.
<b>2</b>	<b>Uninhabitable</b>	Works which are necessary where the condition of the Accommodation is <b>uninhabitable</b> , in accordance with the criteria outlined in Paragraph B.3, such that there may be an adverse effect on a Service User's health, safety or security or which have a significant detrimental impact on the property or the quality of life of the Service User.	<p>Continuous call out facility to investigate and <b>implement an appropriate interim solution within 24 hours</b> after the Provider becomes aware of the maintenance issue.</p> <p>Having implemented an appropriate interim solution, the Provider is to affect a permanent repair or remedy or provide temporary alternative Accommodation <b>within five (5) working days</b> of becoming aware of the maintenance issue.</p> <p>If the Provider cannot implement an effective interim solution within twenty-four (24) hours, the Provider must provide temporary alternative Accommodation.</p>
<b>3</b>	<b>Unfit for purpose</b>	Works which are necessary where the condition of the Accommodation is <b>unfit for purpose</b> , in accordance with Paragraph B.4, such that there has been, or is likely to be, an adverse effect on the comfort and convenience of a Service User, or the potential to lead to further damage to	Investigate and implement a permanent repair or remedy <b>within twenty-one (21) Working Days</b> of becoming aware of the maintenance issue.

		the property if not addressed.	
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## **Annex C Sharing & Relocation**

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### **C.1 Criteria for the sharing of Accommodation**

- C.1.1 The Provider shall allocate Accommodation to individuals and/or groups of individuals in accordance with the criteria in this Annex C to Schedule 2.
- C.1.2 The Provider shall note that the criteria in this Annex C to Schedule 2 are in all cases subordinate to all Relevant Law. Where there is a conflict between the criteria in this Annex C to Schedule 2 and Relevant Law, Relevant Law shall prevail.
- C.1.3 The Provider may allocate Accommodation such that the following may share the same sleeping quarters:
- C.1.3.1 husband and wife;
  - C.1.3.2 persons who the Authority has agreed may cohabit;
  - C.1.3.3 related children of the same sex under 16 years of age;
  - C.1.3.4 related children of different sexes under ten years of age (or 16 years of age where they are all IA Service Users);
  - C.1.3.5 couple and one child under ten years of age (or 16 years of age where they are all IA Service Users);
  - C.1.3.6 single parent and one child under ten years of age (or 16 years of age where they are all IA Service Users); *or*
  - C.1.3.7 couple or single parent and more than one of their children under the age of 16 (provided they are all IA Service Users).
- C.1.4 Sleeping quarters must always be appropriately sized for the number of occupants and the occupancy of each bedroom shall not exceed that specified in the appropriate space standard, as defined in relevant legislation and/or in Local Authority licensing requirements, where applicable.
- C.1.5 The Provider may allocate Accommodation such that the following may share the same Accommodation unit:
- C.1.5.1 unrelated couples; *or*
  - C.1.5.2 same sex, same language, families where any unrelated children over the age of ten years are of the same sex.
- C.1.6 The Provider shall not accommodate:
- C.1.6.1 unrelated adults of the opposite sex, in the same sleeping quarters, without the prior consent of the Authority;
  - C.1.6.2 Individuals or groups of individuals in the same Accommodation, where the Authority has specified that they should not share;
  - C.1.6.3 individuals or groups of individuals within the same Accommodation where this would be contrary to the Authority's

instructions issued for medical, disability-related or other reasons; *and/or*

- C.1.6.4 individuals or groups of individuals within the same Accommodation if Local Authority services or primary or secondary care bodies advise otherwise, unless explicitly authorised by the Authority.
- C.1.7 The Provider shall not accommodate the following Service Users in the same sleeping quarters with other unrelated adults:
  - C.1.7.1 Service Users who the Authority or the Provider have identified as having specific needs or being at risk;
  - C.1.7.2 pregnant Service Users who are within six weeks of their due date; and
  - C.1.7.3 any other Service Users where the Authority instructs that they should not share sleeping quarters with other Service Users.
- C.1.8 Subject to Paragraph C.1.9, the Provider shall not accommodate Service Users so that they share bedrooms, bathrooms or kitchens with persons not supported by the Authority.
- C.1.9 Service Users may share HMO Accommodation with persons not supported by the Authority who:
  - C.1.9.1 are in independent and self contained unit (i.e. within a separate and lockable self contained suite of Accommodation including bedroom, bathroom and kitchen facilities, or within a separate wing of a building); *or*
  - C.1.9.2 are former Service Users who have been granted leave to remain in the UK, where the grant of leave to remain to the former Service User is not more than six (6) months old. i.e. Service Users cannot share with former Service Users who have been granted leave to remain more than six (6) months ago.

## **C.2 Criteria for the re-location of Service Users (other than IA Service Users)**

- C.2.1 Subject to the following provision of this Paragraph [C.2](#), the Provider may move Service Users (other than IA Service Users) under the care of the Provider:
  - C.2.1.1 to make more efficient and effective use of their property portfolio and reduce costs; *and/or*
  - C.2.1.2 to vacate the Accommodation to allow for major pre-planned maintenance to the relevant Accommodation.
- C.2.2 Any move of the type referred to in Paragraph C.2.1 must be necessary, reasonable and proportionate and carried out in accordance with the relocation guidance issued by the Authority (which shall be updated and

issued by the Authority from time to time). In planning relocations, the Provider shall maintain any requirement specified by the Authority which remains relevant (e.g. area specific Accommodation due to reasons of medical care or final year school examinations), and shall take into the account the general desirability of maintaining Service Users in an area in which they have become settled. The Authority reserves the right to veto any incumbent moves that clearly contravene the allocation rules defined in [Annex A](#).

- C.2.3 Prior to making any such move:
- C.2.3.1 the Provider shall, by way of a Relocation Request, notify the Authority of the details of the Accommodation to which it proposes to move the relevant Service User(s), which shall be communicated through the Management Information Portal;
  - C.2.3.2 If the move is approved by the Authority it shall confirm this to the Provider by issuing a new Accommodation Request to the Provider in respect of the relevant Service User(s);
  - C.2.3.3 the Provider shall then issue an Accommodation Proposal in respect of the relevant Service User(s) identifying the relevant Accommodation to which the Service User(s) are to be moved, and may move the relevant Service User(s) once the relevant Accommodation Proposal has been accepted by the Authority in the usual way; *and*
  - C.2.3.4 Any such acceptance shall not imply that the Authority agrees that the relevant Accommodation satisfies the requirements of this Contract and the Provider shall remain responsible for ensuring that all Accommodation used to accommodate Service Users under this Contract complies with all requirements of this Contract.
- C.2.4 The Authority reserves the right to streamline the process above through the implementation of new IT capability. Any such changes will be communicated to the Provider in a timely manner prior to their implementation, and will be subject to the Contract change process, where applicable.
- C.2.5 Without restricting the rights and obligations of the Provider to move Service Users to different Accommodation, no Service User may be moved more than twice in any twelve (12) month period as a result of the Provider exercising its rights under Paragraph [C.2.1](#). The first move of a person who was an IA Service User under this Contract but who subsequently ceases to be an IA Service User while remaining a Service User shall, for these purposes, be ignored, provided that the relevant move occurs within twenty (20) Working Days of the person ceasing to be an IA Service User.
- C.2.6 With the exception of cases where relocation is necessary to assure the safety and wellbeing of a pregnant Service User and/or their unborn child, pregnant Service Users who are within six (6) weeks of their due date shall not be relocated by the Provider, and shall not be relocated by the Provider from their allocated Accommodation for at least six (6) weeks after giving birth.

- C.2.7 For the avoidance of doubt, this means that Service Users who enter hospital to give birth shall be returned to the same Accommodation they occupied prior to giving birth, and will not be allocated new Accommodation whilst they are within hospital, unless their incumbent Accommodation is demonstrably unsuitable for the needs of the Service User or their dependent upon leaving hospital, and cannot be made suitable by the Provider in time for the Service User's return from hospital. In the exceptional event that relocation of pregnant Service Users, or Service Users who are new mothers is required, the relocation process will operate in accordance with Paragraphs C.2.1 to C.2.4 and C.2.7 to C.2.10 of this Schedule 2.
- C.2.8 Authorised relocations shall be managed, administered and conducted in accordance with [Section 3](#) of this Schedule 2.
- C.2.9 The Provider shall give the incumbent Service User(s) at least seven (7) calendar days notice of any intended relocation, except in the case of the Accommodation being classified as Unsafe or Uninhabitable, and the Provider is unable to rectify the maintenance issue within the Response Times defined in Annex B. The Provider shall brief the Service User(s) fully on what will happen before and during the relocation in a language understood by the Service Users.
- C.2.10 Occasions may arise when the Provider may need to move the Service User as a matter of urgency, e.g. the property has become Unsafe, a Service User has been subject to domestic violence, racial or other harassment or for health and safety reasons (such as pest eradication). In such exceptional circumstances, the Provider shall relocate the Service Users immediately but shall notify the Authority at the earliest opportunity, and in any case no more than one (1) working day after the relocation has been made. In all such cases the move shall be managed, administered and conducted in accordance with [Section 3](#) of this Schedule 2.
- C.2.11 The Provider shall refer to the Authority any relocation request from a Service User.

### **C.3 Re-location of IA Service Users**

- C.3.1 Occasions may arise when the Provider may need to move an IA Service User as a matter of urgency, e.g. the property has become Unsafe, an IA Service User has been subject to domestic violence, racial or other harassment or for health and safety reasons (such as pest eradication). In such exceptional circumstances, the Provider shall relocate the IA Service Users immediately but shall notify the Authority at the earliest opportunity, and in any case no more than 1 working day after the relocation has been made. In all such cases the move shall be managed, administered and conducted in accordance with [Section 3](#) of this Schedule 2.
- C.3.2 Save for moves under [C.3.1](#), the Provider shall be entitled to move an IA Service User once (1) during the time that the relevant person is an IA Service User.
- C.3.3 Save as mentioned in [C.3.1](#) and [C.3.2](#) above the Provider shall not (without the consent of the Authority) relocate an IA Service User from the



Accommodation to which the IA Service User is allocated in the Accommodation Proposal which was accepted by the Authority.

C.3.4 All costs associated with the relocation of Service Users shall be for the account of the Provider.

## Annex D Medical Needs

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- D.1.1 The Provider shall note that on arrival in Initial Accommodation or on dispersal it may become obvious to the Provider's staff that a Service User is presenting a medical condition which is causing distress or a risk to the Service Users health and wellbeing. Alternatively, the Authority or persons acting on behalf of the Authority may have notified the Provider of a pre-existing condition (also referred to as a specified or obvious health need) that requires urgent attention on the arrival of the Service User at the Accommodation.
- D.1.2 In both cases, the Provider shall take all necessary action in accordance with Paragraph [4.4.6](#).
- D.1.3 If it is obvious on arrival that immediate emergency assistance is needed (also referred to as an urgent health need), the Provider shall take the required action in accordance with Paragraph [4.4.6](#). For example, such action would be required, but not limited to, when the following type of event occurs:
- D.1.3.1 Loss of consciousness, fits or fainting during the journey.
  - D.1.3.2 Heavy blood loss.
  - D.1.3.3 Suspected broken bones.
  - D.1.3.4 Severe chest pain.
  - D.1.3.5 Difficulty breathing or shortness of breath.
  - D.1.3.6 Numbness or weakness of the face, arm or leg, especially on one side of the body.
  - D.1.3.7 Sudden confusion, trouble speaking or understanding.
  - D.1.3.8 Trouble seeing or blurred vision, or trouble walking, dizziness or loss of balance.
  - D.1.3.9 Overdose, ingestion or poisoning.
  - D.1.3.10 Pregnancy complications, including, but not limited to, labour pains.
  - D.1.3.11 An inflamed eye or a foreign body in the eye.
  - D.1.3.12 Attempted suicide.
  - D.1.3.13 Acute toothache and/or facial swelling.
  - D.1.3.14 Excessive vomiting.
- D.1.4 In cases of doubt the Provider should call NHS 111 (or its regional equivalent in devolved administrations or equivalent successor), describe the symptoms and act in accordance with the advice given by NHS 111 (or its regional equivalent in devolved nations or equivalent successor).

- D.1.5 As a follow up in cases of immediate emergency assistance the Provider shall arrange for the Service User to be registered with a GP as a matter of urgency when they subsequently take up Accommodation.
- D.1.6 Pre-existing medical conditions that require a Provider to assist a Service User in registering a GP, in accordance with Paragraph [4.4.5](#) of this Schedule 2, include:
- D.1.6.1 long term conditions that need regular medication or treatment, including, but not limited to, diabetes, heart problems, asthma, epilepsy, haemophilia, non-active TB;
  - D.1.6.2 HIV, if already diagnosed and if no continuation of care arrangements have been made before dispersal;
  - D.1.6.3 contagious diseases which represent a serious risk to the health of the Service User and/or a public health risk to members of the community;
  - D.1.6.4 physical disabilities;
  - D.1.6.5 acute mental health issues;
  - D.1.6.6 pregnancy; *and/or*
  - D.1.6.7 children under twelve (12) months.
- D.1.7 In the event that the Authority notifies the Provider that a Service User is disabled or incapacitated to the extent that they cannot make the journey alone to receive treatment, the Provider shall make arrangements for them to be accompanied.

## **Annex E Dispersal and Referral Rules in respect of Initial Accommodation (IA) Service Users**

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### **E.1 Overview**

- E.1.1 The Provider shall be required to accept new IA Service Users twenty-four (24) hours a day, every day of the year, following the procedures contained in this Annex, which may be varied by notice in writing from the Authority.
- E.1.2 By the date set out in Clause [3.3] of the Contract, from which the Authority shall be entitled to issue Accommodation Requests in respect of IA Service Users, the Provider must advise the Authority of the contact point for referring IA Service Users to Initial Accommodation and where the reception point(s) is/are to which newly arriving IA Service Users should be directed by the Authority, or a Nominated Third Party. The Provider shall not be entitled to change the contact/reception point(s) without the prior written consent of the Authority.
- E.1.3 Referrals of IA Service Users will be from the broad regional area or a planned regular group referral from accommodation in other regions of the UK, and shall be organised by the Authority. However, the IA covered by this Contract is part of a nation-wide network and referrals of IA Service Users may be made from any point of entry to the UK asylum system or from any IA within the network.
- E.1.4 The Authority reserves the right to transfer IA Service Users to alternative accommodation at any time.
- E.1.5 The referral and booking process may be subject to changes made by the Authority.

### **E.2 Booking Process**

- E.2.1 The Provider's contact point may be informed at any time by the Authority, or a Nominated Third Party, by telephone call of a new IA Service User and their requirements. Immediately, or within fifteen (15) minutes of the initial telephone call, the Provider shall verbally indicate whether there is suitable space within the Provider's Initial Accommodation and if so confirm the Provider's reception point to which the IA Service User should be brought.
- E.2.2 The telephone call shall, where possible, be followed up by the Authority with the Service Commission Form. This will normally either be via the Authority's Management Information Portal (MIP) (the preferred medium), or any other electronic means specified by the Authority, or by facsimile or e-mail. The Provider shall also, subsequent to the verbal acceptance of the referral, confirm their acceptance by such means as may be specified by the Authority, which will normally either be via the Authority's MIP, other electronic means, or facsimile or e-mail.
- E.2.3 In the event of either the Authority or Provider experiencing a systems failure, communications may revert to the telephone. As soon as possible after systems are restored, the Authority and the Provider shall ensure the acceptance of the Service User booking is confirmed by a means to be

specified by the Authority, to ensure an accurate and auditable record of the booking is maintained.

### **E.3 Access to the Initial Accommodation/documentation check**

- E.3.1 The Provider shall collect the IA Service User and take them to the stipulated/nominated IA reception point for the relevant Initial Accommodation, either immediately or at any future time/date stipulated by the Authority.
- E.3.2 On collection the Provider must immediately verify the identity of the IA Service User and their eligibility to be accommodated in the Initial Accommodation, particularly for referrals made through Nominated Third Parties. Where practicable, the IA Service User shall hold a copy of the Service Commission Form and/or other documentation issued by the Authority confirming their identity and asylum status in the UK. The Provider must check that the documentation held entitles the IA Service User to enter into the Initial Accommodation in line with the Authority's policies. If documentation is not held or is only partially complete, to establish entitlement to Initial Accommodation, the Provider must check any documentation which is held and satisfy themselves that the IA Service User has been transferred to the relevant Initial Accommodation.
- E.3.3 Once the Provider has verified the identity of the IA Service User, the Service User should be directed to the reserved sleeping quarters and other facilities within the relevant Initial Accommodation and moved into the Initial Accommodation as soon as possible, and given an induction briefing in accordance with the Authority's requirements. If access to the Initial Accommodation is not immediately possible, new IA Service Users shall be given meals as appropriate and full access to communal facilities. In any event, IA Service Users must be moved into the relevant sleeping quarters within a maximum of two hours of their arrival at the designated reception point. Where the Initial Accommodation in which an IA Service User is to be accommodated is not at the relevant reception point, then the Provider shall arrange for the relevant IA Service User to be immediately transported (in accordance with Section 3 of this Schedule 2) to the relevant Accommodation.
- E.3.4 Once the IA Service User has been allocated space within the Initial Accommodation, this should be recorded on the Service Commission Form. Service Commission Forms will be used to record the time and date of occupancy of all IA Service Users and they will form an integral part of the agreed payment procedure.
- E.3.5 Any Service Commission Forms received by the Provider in accordance with Section [E.3.2](#) above, for reservations made, which do not result in the arrival of the IA Service User within 24 hours of the scheduled arrival time should be annotated to this effect and returned to the Authority. The relevant service commission will then be deemed to have been rescinded.

### **E.4 Allocations/Efficient Use of Initial Accommodation**

- E.4.1 The Provider shall allocate new IA Service Users to Initial Accommodation in the nominated Region, making efficient use of Initial Accommodation without breaching the sharing criteria defined in [Annex C](#).
- E.4.2 The Provider must notify the Authority every weekday morning by 10.30am with details of newly arrived IA Service Users and their dependents, and with any details of those who have left the Initial Accommodation on the preceding day.
- E.4.3 The Provider shall move an IA Service User within their Initial Accommodation estate if this allows for further allocation of IA Service Users to Initial Accommodation. If an IA Service User is to be moved more than once then this shall require the prior approval of the Authority. The Authority shall be informed of the details of such moves within the daily arrivals and departures list.
- E.4.4 The Provider must allocate IA Service Users to the most appropriate Initial Accommodation in the nominated Region. Only when this is full of IA Service Users may the Provider allocate IA Service Users to Alternative or Temporary Initial Accommodation in the nominated region provided that it meets the relevant standards and sharing criteria. When space becomes available within the Nominated Initial Accommodation, the Provider must move the relevant IA Service Users in other Initial Accommodation to the Nominated Initial Accommodation within 24 hours of the space becoming available.

## **E.5 Occupancy**

- E.5.1 The Provider shall maintain an attendance record for all IA Service Users accommodated within the Initial Accommodation which shall include the following minimum information:
  - i. the names of all IA Service Users in the Initial Accommodation;
  - ii. the date and time of their arrival and/or departure as appropriate;
  - iii. the quarters within the Initial Accommodation that the relevant IA Service Users are resident in;
  - iv. a confirmatory signature from the Service User deemed to be the head of household (or exceptionally a member of the household) on every day the Initial Accommodation is occupied; and
  - v. details of any known absence, be it authorised or unauthorised.
- E.5.2 This attendance record shall be available at all times for inspection by the Authority or a Nominated Third Party.
- E.5.3 The Provider is responsible for advising the Service User of the need to sign the attendance record.

- E.5.4 The Authority shall require the Provider to collate and submit information in relation to occupied, unoccupied and available Initial Accommodation as requested.

## **E.6 Dispersal**

- E.6.1 Where any IA Service User is to pass out of the care of the Provider into the care of any other person or body nominated by the Authority, the Provider shall, acting reasonably, agree with the relevant person or body the time, date and pick-up arrangements for the dispersal of the relevant IA Service User.
- E.6.2 The Authority shall inform the Provider of any changes to dispersal plans using the Authority's MIP.
- E.6.3 The Provider shall notify the Authority immediately of any IA Service Users failing to travel and the reasons why, and confirm this in writing.

## **E.7 Departure Procedures**

- E.7.1 The Provider shall ensure that IA Service Users who cease to be cared for by the Provider vacate their Initial Accommodation by the agreed check-out time. On the day the Provider is to cease to care for an IA Service User, the Provider must ensure that the Initial Accommodation occupied by the relevant IA Service User is available for reservation by the Authority on the same day.
- E.7.2 IA Service Users who have checked out of the Initial Accommodation, but who are awaiting collection by a person nominated by the Authority, shall be given appropriate meals and full access to the communal facilities within the relevant Initial Accommodation until they are collected.
- E.7.3 Once the Authority has notified the Provider that an IA Service User is no longer to be regarded as an IA Service User then:
- i. the Authority is then no longer liable for the cost of accommodating the Service User; *and*
  - ii. the Provider shall complete the relevant part of the Service Commission Form and shall hold this form as a record of the time and date of occupancy of the relevant IA Service User. The Authority may request to see copies and/or the original Service Commission Form.
- E.7.4 The Provider must inform the Authority as soon as they become aware of an unauthorised absence of an IA Service User from the relevant Initial Accommodation.
- E.7.5 If an IA Service User will be absent from the Initial Accommodation for more than one (1) day (for example to attend a hospital appointment), the Provider shall, having sought the prior permission from the Authority, keep the IA Service User's Initial Accommodation open for their sole use until they return. In these circumstances, the Provider shall be responsible for

looking after any personal items they are notified about which are left at the Initial Accommodation by the IA Service User. In these circumstances, the Authority shall accept no responsibility in respect of any disputes between the Provider and the IA Service User regarding the condition and extent of any personal effects for which the Provider acts as custodian for the duration of the IA Service User's temporary absence.

- E.7.6 If IA Service Users leave the Initial Accommodation on their own accord, for more than one day, without having obtained authorisation, the Provider shall provide to the Authority written confirmation of the unauthorised absence using the relevant part of the Service Commission Form. The Provider must inform the Authority of the absence within one (1) Working Day and the Initial Accommodation should be made available again for use by other IA Service Users by the next Working Day at the latest. In these circumstances, the Provider shall remove and store in a secure location any personal items left behind by the IA Service User for a period of one (1) month. No charge shall be made for the storage or return of these items, which must be returned to the IA Service User if they return to the premises and ask for the items back. The IA Service User should not be re-admitted into the Initial Accommodation without the consent of the Authority.



## Annex F Principles of Procedural Fairness

---

### F.1 Overview

- F.1.1 Research has demonstrated that when Service Users perceive a process to be fair, it has a positive influence on their views and behaviour. In particular, when Service Users feel they have been treated fairly and justly, they generally have more confidence in authority, are more likely to see that authority as legitimate and are more likely to accept or abide by the decisions or rules of the authority.
- F.1.2 Improved perceptions as to the fairness of a process or the treatment of Service Users has been associated with better emotional / psychological health amongst Service Users, higher rates of compliance and lower levels of violent or anti-social behaviour.
- F.1.3 The Authority consider it to be in the best interests of Service Users, the Provider and the Authority for the principles of procedural fairness to be embedded and reflected in interactions with Service Users and staff, and in associated policies, procedures, guidance and training.

### F.2 Principles and Behaviours

- F.2.1 There are four key principles of procedural fairness; Respect; Voice; Understanding; and Neutrality. These principles, and some indicative behaviours associated with them are described in the table below. The list of behaviours does not constitute a comprehensive list of desired behaviours:

Principle	Description	Indicative behaviours
Respect	Being courteous and polite to people, respecting their rights and taking their issues seriously.	<ul style="list-style-type: none"> <li>Communicating that everyone's rights are important.</li> <li>Using eye-contact, names and a courteous tone and vocabulary in communications.</li> <li>Being approachable, not intimidating.</li> <li>Being conscious of other people's body language, looking for signs of nervousness or frustration.</li> </ul>
Voice	Giving people channels and mechanisms for them to give their	<ul style="list-style-type: none"> <li>Giving people a chance to tell their story, and giving adequate consideration to what</li> </ul>

	opinion and raise complaints, and these being sincerely considered by the authority figure.	<p>they have been told.</p> <ul style="list-style-type: none"> <li>• Providing chances to ask questions or raise issues, and treating these seriously when identified.</li> <li>• Consulting with staff and Service Users – including on perceptions and ways to improve.</li> </ul>
Understanding	Treating people with sincerity and care, making a sincere effort to understand their perspective and trusting their declared motives, being open and honest, and doing what is best for everyone.	<ul style="list-style-type: none"> <li>• Being mindful of language gaps and barriers to understanding.</li> <li>• Providing the right information at the right time.</li> <li>• Summarising and paraphrasing and active listening.</li> <li>• Ensure signs and other instructions are simple and easy to understand.</li> <li>• Anticipating FAQs with pre-printed materials.</li> <li>• Use plain language and ask open-ended questions.</li> </ul>
Neutrality	Being transparent and open about rules, processes and procedures, and neutral and principled in decision-making.	<ul style="list-style-type: none"> <li>• Explaining processes to participants before starting.</li> <li>• Explaining the reasoning for decision making in a way participants can understand.</li> <li>• Creating scripts for processes / procedures, and applying these consistently.</li> </ul>

### **F.3 Requirements**

- F.3.1 The Provider shall, as far as practical, seek to ensure that their activities under this Contract operate in accordance with the four principles of procedural fairness. In particular, the Provider shall seek to embed and reflect the principles of Respect, Voice, Understanding and Neutrality in their rules, policies, procedures and processes concerning the monitoring and management of Service Users within their care. The Provider shall also ensure that these principles are appropriately incorporated into the training programme delivered to staff with contact with Service Users.
- F3.2 The Authority reserves the right, as part of its contract management activities, to ask the Provider to evidence how the principles of procedural fairness have been reflected in the Provider's operational activities and practices, and what measures they have taken to ensure that Provider staff are aware of, and act in accordance with, the principles outlined above.

## Annex G Service Users with Specific Needs or At Risk Service Users

---

- G.1 For the purposes of this Contract, an adult **at risk** or with **specific needs** is a person aged 18 years or over who is, or may be:
- G.1.1 in need of community care services by reason of mental or other disability, age or illness; *and*
  - G.1.2 unable to take care of themselves or unable to protect themselves against significant harm or exploitation; *or*
  - G.1.3 at risk of self-harm or suicide; *or*
  - G.1.4 a victim of modern slavery.
- G.2 Adults at risk or with specific needs may be identified by a number of indicators, for example:
- G.2.1 Threats of suicide/self-harm.
  - G.2.2 Domestic violence/ gender based violence.
  - G.2.3 Victims of Modern Slavery.
  - G.2.4 Female Genital Mutilation.
  - G.2.5 Lesbian, Gay, Bi-sexual, Trans and Intersex.
  - G.2.6 Mental Health conditions.
  - G.2.7 Physical Disability.
  - G.2.8 Victims of torture or degrading and inhumane treatment.
- G.3 The Provider shall note, however, that indicators are not limited to this list and nor do these indicators always mean that the Service User is at risk or has specific needs, and therefore in need of a specific response by the Provider.
- G.4 Where the Authority is aware of a Service User who may have specific needs or be at risk, the Authority shall notify the Provider and provide instructions on any specific Accommodation or support requirements the Provider is to provide to meet the needs of the Service User.
- G.5 Given indicators of Service Users with specific needs or Service Users being at risk may not be immediately apparent, the Authority shall require the Provider to be proactive in monitoring and identifying Service Users with specific needs or at risk Service Users within their care.
- G.6 Where a Provider believes, or has reasonable grounds to suspect that a Service User may have specific needs or be at risk, the Provider shall

respond appropriately to the Service User's needs, in accordance with relevant Contract requirements and Authority guidelines. The Provider shall notify the Authority of changes in a Service Users circumstances or needs, in accordance with Paragraph [4.4.3](#) of this Schedule 2, and may refer to the Authority for guidance where appropriate.

## **Annex H Feedback, Maintenance Issues, Requests for Assistance and Complaints**

---

### **H.1 Overview**

H.1.1 There are four broad categories of communication which Service Users are likely to provide to the Provider or to the AIRE Provider; being feedback, the identification of maintenance issues, requests for support and/or complaints.

### **H.2 Feedback**

H.2.1 Feedback in this context relates to expressions of satisfaction or ideas for service improvements from Service Users. Feedback may also relate to general expressions of dissatisfaction with a Service User's experience in asylum support, but which is not directed at a specific event, circumstance or individual, and which cannot be remedied or rectified through a specific action plan.

H.2.2 The Provider shall encourage the Service User to direct feedback to the AIRE Provider through the single point of contact, but is not required to refer feedback which is given directly to Provider staff by Service Users, for example as part of their inspection activities and welfare visits, to the AIRE Provider.

H.2.3 Where feedback is given to the Provider, either directly from Service Users or through referrals from the AIRE Provider, the Provider shall use such information to inform and influence Continuous Improvement in its service delivery. The Provider shall also use such information to inform its monitoring and management of the Service Users within its care, implementing appropriate responses in the event that negative feedback represents an early warning on risks to a Service User's health and wellbeing.

### **H.3 Reports of maintenance issues**

H.3.1 Reports of maintenance issues relates to Service User's identifying and communicating the need for maintenance activities within their Accommodation.

H.3.2 The Provider shall encourage the Service User to direct reports of maintenance issues to the AIRE Provider through the single point of contact. The AIRE Provider is then responsible for referring the report of the maintenance issue to the Provider, through the Provider's designated point of contact. The Provider is then responsible for rectifying the maintenance issue in accordance with the Response Times defined in [Annex B](#) of this Schedule 2.

H.3.3 Where the Provider identifies maintenance issues through its regular inspection activities, or is informed of maintenance issues directly by

Service Users during property visits, the Provider is not required to notify the AIRE Provider of the maintenance issue. Rather, the Provider shall record the maintenance issue and rectify the maintenance issue in accordance with the Response Times defined in [Annex B](#) of this Schedule 2.

H.3.4 For the avoidance of doubt, the identification of a maintenance issue by a Service User does not constitute a Service User complaint. A failure to rectify the maintenance issue in accordance with the relevant Response Time, however, and subsequent communication from the Service User regarding the ongoing maintenance issue, does constitute a complaint regarding the Provider's service delivery.

#### **H.4 Requests for assistance**

H.4.1 Requests for assistance in this context relates to communications from Service Users who are identifying risks to the health and wellbeing, or have concerns over their welfare. This may include reports of instances of domestic abuse, violent or anti-social behaviour on the part of other Service Users, concerns over medical conditions, or reports of criminal activities by other Service Users.

H.4.2 The Provider shall encourage the Service User to make requests for assistance to the AIRE Provider through the single point of contact. The AIRE Provider is then responsible for referring the request or report to the Provider, through the Provider's designated point of contact. The Provider is then responsible for taking action it considers necessary to assure the safety and wellbeing of Service Users, in accordance with the Authority's requirements in Paragraph [4.4.3](#) and Paragraph [4.4.4](#) of this Schedule 2, and shall notify the Authority and AIRE Provider accordingly.

H.4.3 Where the Provider identifies Service User's support needs through its regular inspection activities, or is informed of such needs directly by Service Users during property visits, the Provider is responsible for taking action it considers necessary to assure the safety and wellbeing of Service Users, in accordance with the Authority's requirements in Paragraph [4.4.3](#) and Paragraph [4.4.4](#) of this Schedule 2, and shall notify the Authority and AIRE Provider accordingly.

#### **H.5 Complaints**

H.5.1 Complaints relate to Service User expressions of dissatisfaction relating to:

- the Provider's staff, and their conduct, behaviour or attitude;
- a failure to rectify maintenance issues within the relevant Response Times;
- a failure on the part of the Provider to deliver its required services and Service User support; *and/or*
- a criticism of a specific aspect of the Provider's service delivery.

H.5.2 The Provider shall encourage the Service User to make complaints to the AIRE Provider through the single point of contact. The AIRE Provider is

then responsible for referring the complaint to the Provider, through the Provider's designated point of contact. The Provider is then responsible for responding to and resolving the Service User's complaint within five (5) working days of receiving the referral from the AIRE Provider, in accordance with the Authority's requirements.

H.5.3 Where the Provider is informed of a complaint directly by Service Users during property visits, the Provider is required to notify the AIRE Provider of the complaint on the same day, including the substance of the complaint and the name and contact details of the Service User making the complaint, where known. The Provider is then responsible for responding to and resolving the Service User's complaint within 5 working days of receiving the complaint from the Service User.

H.5.4 The Provider shall notify the AIRE Provider of any action taken in response to the complaint, and any subsequent action to be taken, and shall escalate complaints it cannot resolve to the satisfaction of the Service User to the AIRE Provider and/or Authority, in accordance with the Authority's requirements defined in Paragraph [1.2.7](#) of this Schedule 2.



## **APPENDIX 2**

## Ugne Staskaikaite/GBR

---

**Subject:** FW: APP/Y3425/W/23/3315258: Stafford Education and Enterprise Park, Weston Road, Stafford: Serco Appeal (STA45/1)

---

**From:** Matthew Wedderburn <Matthew.Wedderburn@knightsplc.com>

**Sent:** 27 March 2023 17:12

**To:** Mark Jackson/GBR <mark.jackson@cushwake.com>

**Cc:** Ugne Staskaikaite/GBR <Ugne.Staskaikaite@cushwake.com>; Simeon Manley <SManley@staffordbc.gov.uk>; Sushil Birdi <SushilBirdi@cannockchasedc.gov.uk>; Simeon Manley <SimeonManley@cannockchasedc.gov.uk>; Simon Turner <sturner@staffordbc.gov.uk>; Carl Copestake <Carl.Copestake@knightsplc.com>

**Subject:** RE: APP/Y3425/W/23/3315258: Stafford Education and Enterprise Park, Weston Road, Stafford: Serco Appeal (STA45/1)

**CAUTION: External mail from an outside sender. Exercise extreme caution and avoid clicking on unfamiliar attachments or providing sensitive information and funds. Report all suspicious emails immediately to the IT Helpdesk. Phish button in Outlook.**

Good afternoon Mark,

Further to the email below, Knights are acting as planning agent to Stafford Borough Council in respect of the above referenced planning appeal by Serco Ltd at Weston Road, Stafford.

We have reviewed the planning application and the Statement of Case on behalf of Serco Ltd. In view of the matters likely to be debated at the inquiry we have a number of queries and would be most grateful if I could put these to you:

1. The appellant's statement of case says at para 47 that "*The site is similar to other IA operations elsewhere in the UK*".

-Please could you confirm the location of these sites referred to as similar?

-Could you also confirm how many initial accommodation bedspaces and/or dispersed accommodation bedspaces each provide?

2. The appellant's planning statement says at para 3.48 "*For health care access within IA, the asylum seekers are registered with a health care provider on site and local services will only be required in the event of a medical emergency. Serco is working with the Home Office to understand if this health provision can be extended to the DA community*". -Could you confirm whether it is proposed the on-site care be extended to the occupants of the dispersed accommodation?

3. Please can you provide details of the likely demographic mix of the people who would occupy the building? (i.e. male or female, single or couples/families, age)?

4. Can you please give further details of the normal daily routine of occupants not having any appointments off-site?

5. Please could you supply examples of site operational management plans that apply to similar Serco facilities?

6. Could you confirm whether there are examples of similar Serco sites where there are Local Community Forums providing a liaison mechanism between the site operators and the local community and if so, please could you provide name of any such liaison group?

7. Please can you confirm whether the appellant is proposing a planning obligation?

We would be most grateful for your response on these points.

If we can be of any other assistance in this matter please let me know.

Kind regards,

**Matthew Wedderburn**  
Senior Associate

**Knights**  
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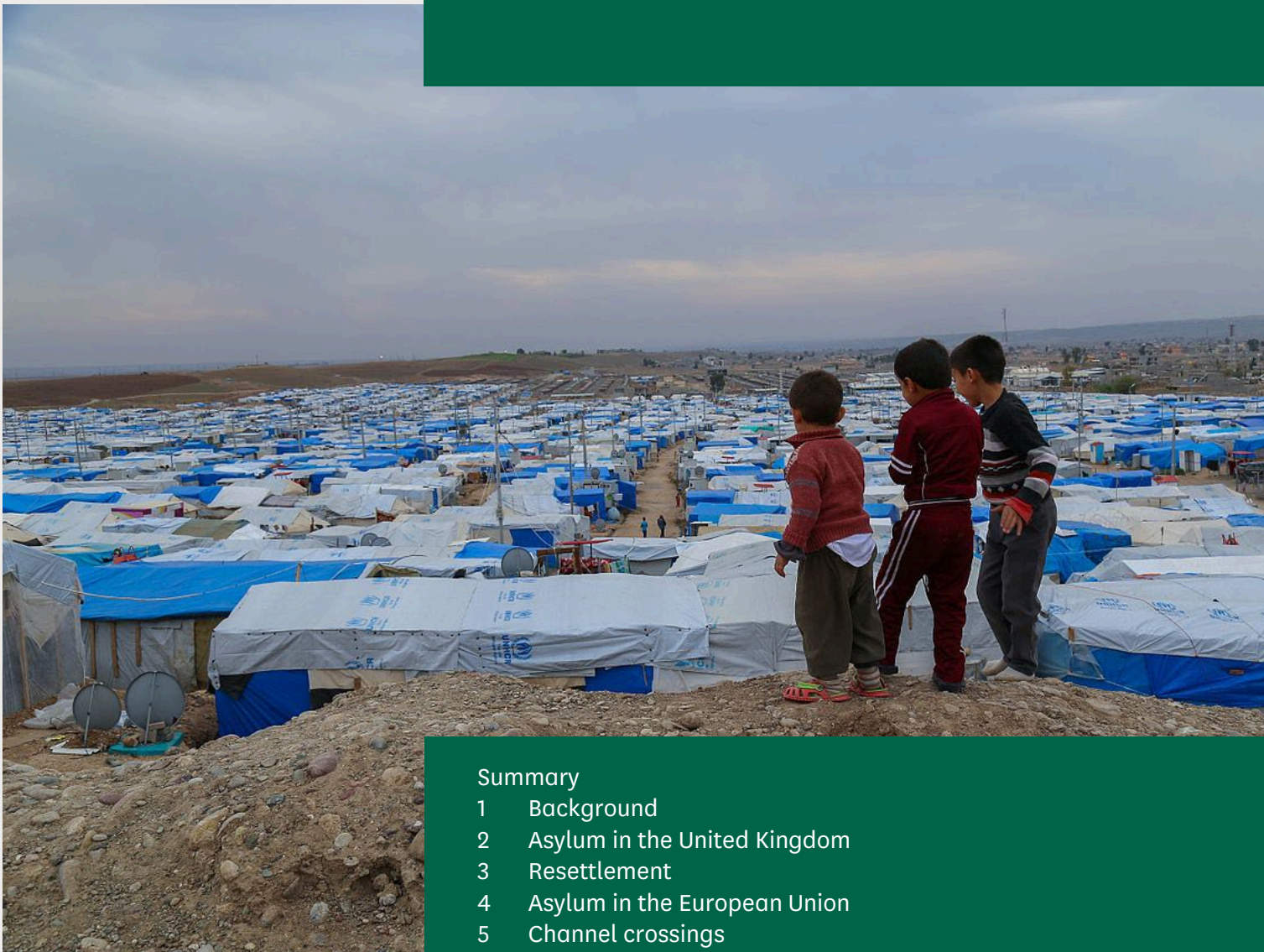
**Knights**

## **APPENDIX 3**

By Georgina Sturge

1 March 2023

# Asylum statistics



## Summary

- 1 Background
  - 2 Asylum in the United Kingdom
  - 3 Resettlement
  - 4 Asylum in the European Union
  - 5 Channel crossings
- Appendix: Data table

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## Summary

Asylum is protection given by a country to someone fleeing from persecution in their own country. An asylum seeker is someone who has applied for asylum and is awaiting a decision on whether they will be granted refugee status. An asylum applicant who does not qualify for refugee status may still be granted leave to remain in the UK for humanitarian or other reasons. An asylum seeker whose application is refused at initial decision may appeal the decision through an appeal process and, if successful, may be granted leave to remain.

- The annual number of asylum applications to the UK peaked in 2002 at 84,132. After that the number fell sharply to reach a twenty-year low point of 17,916 in 2010. It rose steadily throughout the 2010s, then sharply in 2021 and again in 2022 to reach 74,751 applications, the highest annual number since 2002.
- The 74,751 applications made in 2022 related to 89,398 individuals (main applicants and dependents).
- The Covid-19 pandemic reduced the number of asylum seekers arriving by air routes in 2020 and 2021. However, during this time the number of people arriving in small boats across the Channel (most of whom applied for asylum) rose substantially. The number of small boat arrivals rose again in 2022 despite the re-opening of other travel routes.
- In the year ending June 2022, the latest period for which we have estimates, asylum seekers and refugees made up approximately 18% of immigrants to the UK. This includes arrivals under the Ukraine schemes, the Afghan relocation and resettlement schemes, arrivals in small boats, other resettled persons and arrivals on family reunion visas (around 190,000 individuals in total).<sup>1</sup> If including the British National (Overseas) scheme in the category of humanitarian routes, up to 25% of immigration in that year would fall into that category.
- The percentage of asylum applicants refused at initial decision reached its highest point at 88% in 2004. Since then, the refusal rate has been falling overall and was at 24% in 2022, its lowest point since 1990.
- As of June 2022, the total ‘work in progress’ asylum caseload consisted of 166,100 cases. Of these, 101,400 cases were awaiting an initial decision,

---

<sup>1</sup> The ONS’s estimate of total immigration during the time period was around 1,064,000 people.

4,900 were awaiting the outcome of an appeal, and approximately 38,900 cases were subject to removal action.

- The total asylum caseload has more than doubled in size since 2014, driven both by applicants waiting longer for an initial decision and a growth in the number of people subject to removal action following a negative decision.
- Between 2004 to 2021, around three-quarters of applicants refused asylum at initial decision lodged an appeal and almost one third of those appeals were allowed.
- In 2021, 42% of applicants were nationals of Middle Eastern countries, and 23% were nationals of African countries. This pattern shifted in 2022 with the largest nationality groups being Asian countries (31% of applicants) and European countries (24% of applicants).
- Between 2014 and 2022, 54,000 people were resettled or relocated to the UK through various schemes. Between 2014 and 2020, 20,000 Syrians were resettled under the Vulnerable Persons Resettlement Scheme. In 2021 and 2022, nearly 21,400 people from Afghanistan were resettled or relocated to the UK through various schemes.
- In 2022, two new routes were introduced for Ukrainians. As of December 2022, around 154,500 people had arrived under these schemes. This flow was much larger in scale than any other single forced migration flow to the UK in recent history. The number of Ukrainian refugees who arrived in the UK in 2022 was equivalent to the number of people granted refuge in the UK from all origins, in total, between 2014 and 2021.
- In 2021, there were around 9 asylum applications for every 10,000 people living in the UK. Across the EU27 there were 14 asylum applications for every 10,000 people. The UK was therefore below the average among EU countries for asylum applications per head of population, ranking 16<sup>th</sup> among EU27 countries plus the UK on this measure.

---

# 1 Background

## 1.1 What is asylum?

Asylum is protection given by a country to someone fleeing from persecution in their own country. According to Article 1 of the 1951 United Nations Convention and Protocol Relating to the Status of Refugees, a refugee is a person who:

... owing to a well-founded fear of being persecuted for reasons of race, religion, nationality, membership of a particular social group, or political opinion, is outside the country of his nationality, and is unable to or, owing to such fear, is unwilling to avail himself of the protection of that country;<sup>2</sup>

As a signatory to the Convention, the UK grants asylum to those who meet these criteria. The UK also adheres to the European Convention on Human Rights, which prevents the UK from sending someone to a country where there is a real risk they may be exposed to torture, or inhuman or degrading treatment or punishment.

The UK can also grant other forms of humanitarian protection to people who the Home Office decides need protection but who do not meet the criteria for refugee status. Prior to 2003, such people were granted exceptional leave to remain (ELR) and from 2004 onwards this was replaced with humanitarian protection (HP) or discretionary leave (DL).

In this briefing, humanitarian protection is used as a catch-all term for asylum and these other forms of leave, unless specified otherwise.

## 1.2 Who is an asylum seeker?

An asylum seeker is someone who has applied for asylum and is awaiting a decision on whether they will be granted refugee status. An asylum applicant who does not qualify for refugee status may still be granted leave to remain in the UK for humanitarian or other reasons. An asylum seeker whose application is refused at initial decision may appeal the decision through an appeals process. Asylum applicants initially refused refugee status may be granted leave to remain following an appeal.

---

<sup>2</sup> UNHCR, [United Nations Convention and Protocol Relating to the Status of Refugees](#), Article 1. The UK signed the Refugee Convention in 1954 and the Protocol in 1967.

## 1.3

## What percentage of migrants are asylum seekers?

A long-term international migrant is someone who changes their country of usual residence for a period of at least a year.

The latest estimate of the overall level of immigration is for the year ending June 2022, when around 1.1 million people are believed to have migrated to the UK.<sup>3</sup>

Although the Office for National Statistics, which produced this estimate, has not produced an estimate for the amount of immigration accounted for by asylum seekers and refugees, it is possible to make a rough estimate.

In the year ending June 2022, around 75,200 people applied for asylum via the UK's in-country asylum process, 20,500 were resettled or relocated to the UK (including 18,900 people via the Afghan schemes), and 5,300 were granted refugee family reunion visas. In addition, around 88,900 Ukrainians arrived via the Ukraine humanitarian visa schemes.

Altogether this suggests that around **18% of immigration was accounted for by asylum seekers and refugees** (around 190,000 individuals in total).<sup>4</sup>

The British National (Overseas) route is sometimes referred to as a humanitarian scheme, although **BN(O)** visa holders do not have the status of refugees. Including them in the figures would mean that **up to 24% of immigration** (around 266,000 individuals) consisted of people arriving under 'humanitarian' routes.<sup>5</sup>

## 1.4

## Sources of asylum statistics

Statistics on asylum seekers and refugees in the UK are published by the Home Office in their quarterly immigration statistics.<sup>6</sup> These statistics contain data on the number of people applying for asylum and the outcomes of asylum applications.

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<sup>3</sup> ONS, [Long-term international immigration, emigration and net migration flows, provisional](#), 24 November 2022

<sup>4</sup> There are several reasons for which this is a very rough estimate: firstly, not all asylum applicants arrived in the UK in the same year in which they make their application; secondly, while some of these figures (i.e. those for Ukrainians, Afghans, and other resettled people) capture the number of people who arrived in the UK, others (family reunion visas, BN(O)s as discussed in the following paragraph) refer to visas issued, which may not represent the number of actual arrivals.

<sup>5</sup> Up to 76,000 BN(O) status holders arrived during this period, as this was the number of visas issued.

<sup>6</sup> Home Office, [Immigration statistics quarterly release](#)

Home Office statistics distinguish between the number of main applicants for asylum, which represents the asylum caseload, and the number of main applicants and dependants, which represents the number of people covered by asylum applications.

Statistics on asylum seekers and refugees in European Union countries are published in the Home Office bulletin and by the United Nations High Commissioner for refugees (UNHCR) in two annual reports: *Asylum Levels and Trends in Industrialized Countries* and *Global Trends*.<sup>7</sup>

## 1.5 What about resettled refugees?

Resettled people are granted refugee status or another form of humanitarian protection by the UK while abroad and then brought to live in the UK.

The UK has, historically, introduced specific resettlement schemes in response to humanitarian crises. From 2014 onwards, the UK began resettling Syrians under the Vulnerable Persons Resettlement Scheme (VPRS), with the aim of resettling 20,000 by 2020.

Given the scale of the VPRS (and other resettlement schemes currently in place), resettled people made up 21% (around one in five) of those granted refuge in the UK between 2014 and 2020. In 2021, around 17,000 Afghans were relocated to the UK, making up over half (51%) of those granted refuge in the UK in that year.

Statistics on resettled people are usually presented separately to statistics on the UK's in-country asylum process.

## 1.6 Ukrainian refugees

On 24 February 2022 Russia launched military action in Ukraine, which developed into a full-scale assault on the country through 2022 and beyond. As of February 2023, at least 8 million Ukrainian refugees have been recorded across Europe.

The UK established two new routes for Ukrainian refugees to come to the UK: the Sponsorship Scheme ('Homes for Ukraine') and the Family Scheme. Later in 2022 it established the Ukraine Extension Scheme, to grant residence extensions to Ukrainians on any visa expiring while it remains unsafe to return to Ukraine.

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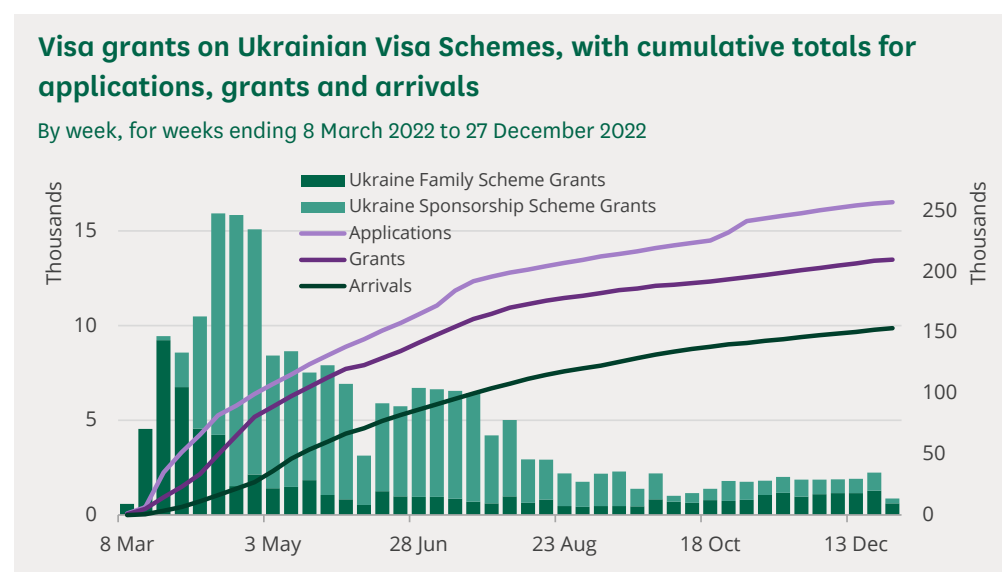
<sup>7</sup> The latest editions are [Asylum Levels and Trends in Industrialized Countries 2014](#) and [Global Trends 2018](#).

The Home Office publishes [weekly figures](#) on applications, visas issued and arrivals under these schemes. It also publishes a quarterly summary of this data, along with information on Ukrainians arriving via other immigration routes, in its [Immigration system statistics](#) quarterly bulletin.

The scale of the influx of refugees from Ukraine to the UK is unprecedented. **In 2022, 210,900 visas were granted and 154,500 individuals arrived** under the two new visa schemes. This was the largest single group of refugees to arrive in the UK in its history.

The chart below summarises the data on the operation of the schemes throughout 2022. It shows the weekly number of grants rising throughout March and April before tailing off throughout the Summer and the rest of the year.

The gap between applications and grants is made up of applications which are still awaiting a conclusion (around 11,600, as of February 2023), withdrawn applications (around 30,800 as of February) and refused applications (around 9,800 as of February). The refusal rate for all applications that have been decided, excluding those withdrawn, was around 6%.



Source: Home Office, [Immigration system statistics year ending December 2022](#), tables UVS\_01 to UVS\_03.

As of 21 February 2023, there had been around 29,000 applications received and 23,700 grants issued under the Ukraine Extension Scheme.

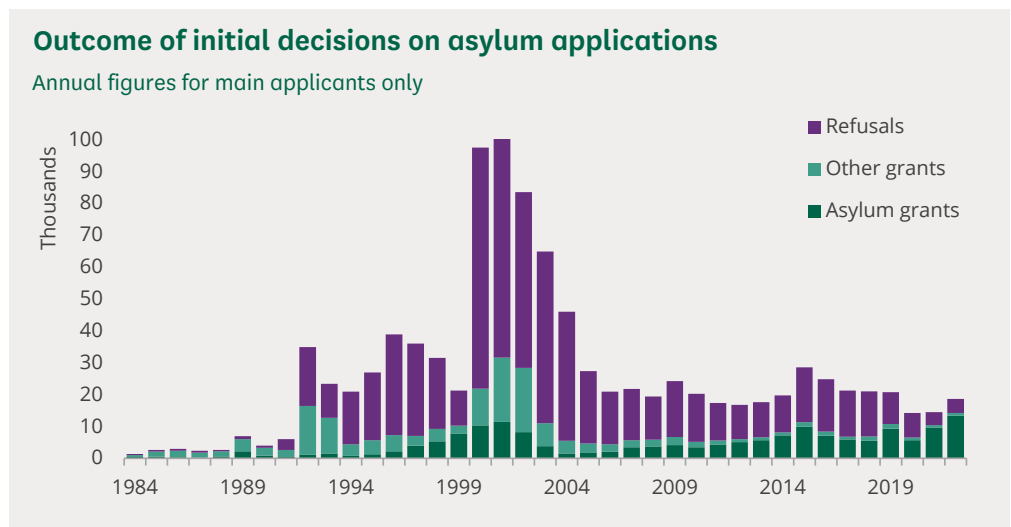
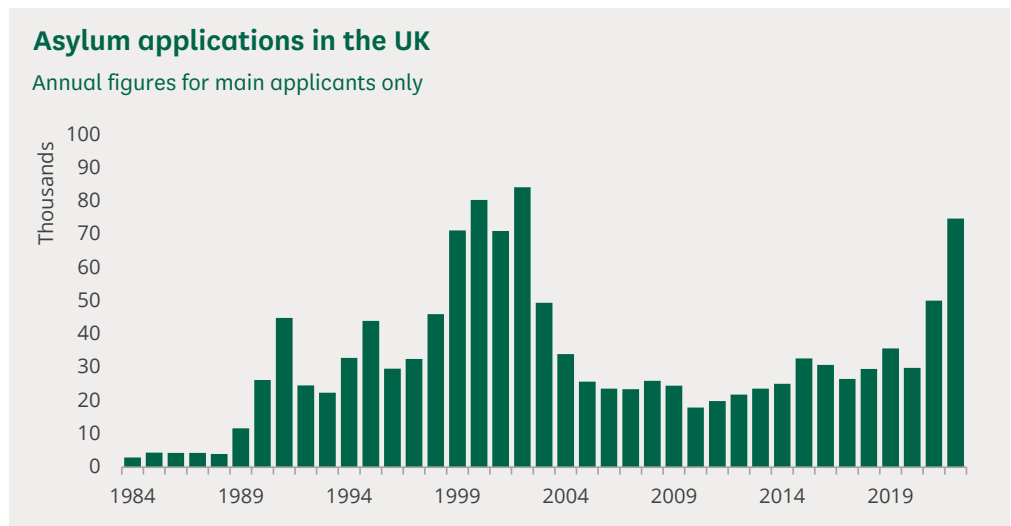
Ukrainians arriving under these schemes are not included in the Home Office's asylum statistics, which are the main focus of this briefing. Although Ukrainians arriving under these schemes are often referred to as refugees, they do not have the legal status of refugees in the way that people do if they are granted asylum in the UK or through a refugee resettlement scheme. They derive their right to live and work in the UK from the conditions of the visa schemes.

## 2 Asylum in the United Kingdom

### 2.1 Asylum applications and initial decisions

The number of asylum applications to the UK peaked in 2002 at 84,132. After that the number fell sharply to reach a twenty-year low point of 17,916 in 2010, before rising slowly to reach 32,733 in 2015. The number fell, then rose again and then dipped during the first year of the pandemic (2020). In 2021, it rose to 50,042 applications, the highest level since 2002.

These trends are illustrated in the charts below. In 2022, there were 74,751 applications made, relating to 89,398 individuals.

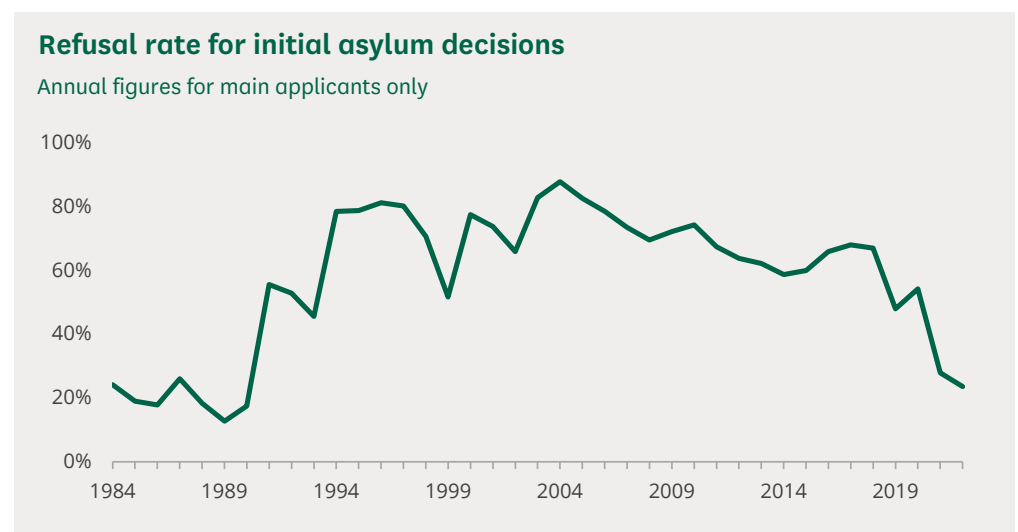


Notes: 1. Figures are for main applicants only. 2. Initial decisions do not necessarily relate to applications made in the same period. 3. Some people refused asylum at initial decision may be granted leave to remain following an appeal. 4. The data shown in these charts is set out in Appendix Table at the end of this briefing.  
Source: [Home Office Immigration Statistics, year ending December 2022](#), tables Asy\_D01 and Asy\_D02

The first chart shows the number of applications for asylum by main applicants in each year from 1984 to 2022. The second shows the number of initial decisions during the same period, broken down into asylum grants, other grants, and refusals.

While the number of applications rose substantially in 2021 and 2022, the number of decisions being made stayed relatively static. Decision-making was affected by the pandemic, among other factors. Around 14,300 initial decisions were made in 2020 and 14,500 in 2021, the lowest annual totals since 1991.

The chart below shows the proportion of applications that were refused at initial decision for decisions made in each year from 1984 to 2022. The percentage of main applicants refused at initial decision reached its highest point at 88% in 2004. After that the percentage fell to 59% in 2014, before increasing and then falling again to 48% in 2019 – the lowest annual rate at that point since 1993. In 2021 and 2022 the rate was much lower, at 28% and 24% in those years, respectively.



Notes: 1. Figures are for main applicants only. 2. Initial decisions do not necessarily relate to applications made in the same period. 3. Some people refused asylum at initial decision may be granted leave to remain following an appeal.  
Source: [Home Office Immigration Statistics, year ending December 2022](#), table Asy\_D02

## 2.2

## Final outcomes of asylum applications

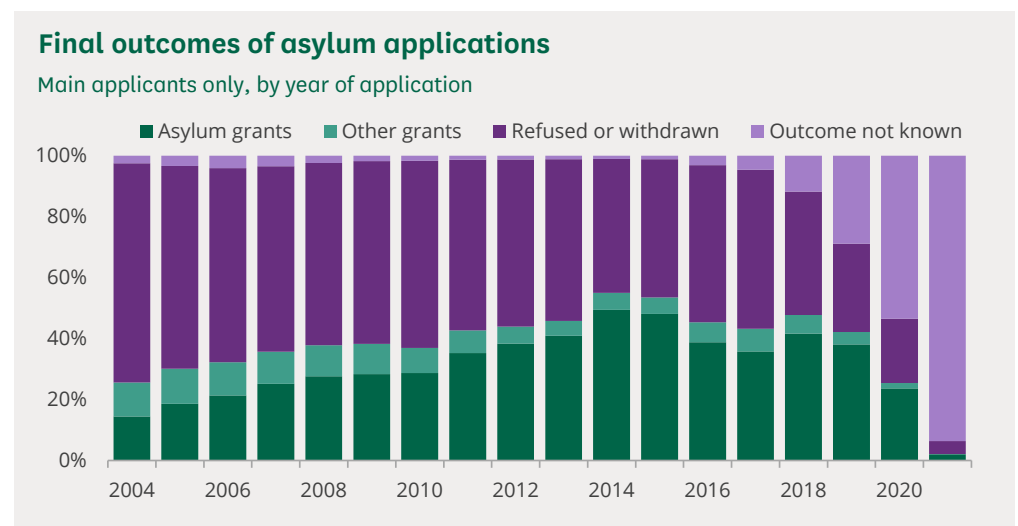
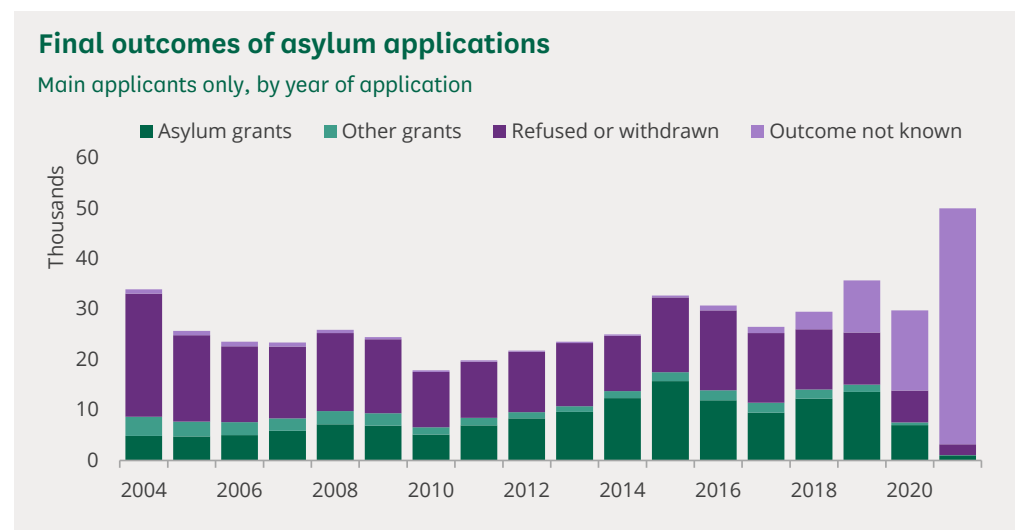
Because some asylum applicants who are initially refused asylum can appeal, the number of applicants granted leave to remain at initial decision does not reflect the number who are ultimately successful. For this reason, the Home Office publishes data on the final outcomes of asylum applications, which shows the outcomes for cohorts of asylum seekers applying in each year.



Because it can take longer than a year for an asylum case to reach its final outcome, this data lags behind the data on initial decisions.

The table below shows the final outcomes for main applicants applying for asylum in each year from 2004 to 2021. This includes cases where the final outcome is not yet known (there are more of these cases in the most recent years). The data is illustrated in the charts below, the first of which shows the number of main applicants for asylum in each year by final outcome, while the second shows the percentage of all cases with a known outcome that were either asylum grants, other grants, or were refused or withdrawn.

The percentage of cases with a known outcome which were refused or withdrawn fell from 74% in 2004 to its lowest point of 41% in 2019. As of December 2022, around 6% of applications lodged in 2021 had a known outcome and, of these, 66% had been refused.



Source: [Home Office Immigration Statistics, year ending December 2022](#), table Asy\_D04  
 Notes: 1. Figures are for main applicants only. 2. Year relates to the period in which the application was made. 3. Excludes cases which were successful after appeal to the Upper Tribunal of the Immigration and Asylum Chamber.

Final outcomes of asylum applications made in each year								
As of December 2022								
Year	Number					As % of known outcomes		
	Main applicants	Asylum grants	Other grants	Refused or withdrawn	Outcome not known	Asylum grants	Other grants	Refused or withdrawn
2004	33,960	4,907	3,813	24,403	837	15%	12%	74%
2005	25,712	4,801	2,958	17,097	856	19%	12%	69%
2006	23,608	5,043	2,574	15,036	955	22%	11%	66%
2007	23,431	5,903	2,478	14,251	799	26%	11%	63%
2008	25,932	7,180	2,643	15,497	612	28%	10%	61%
2009	24,487	6,943	2,435	14,691	418	29%	10%	61%
2010	17,916	5,147	1,470	10,998	301	29%	8%	62%
2011	19,865	7,007	1,489	11,112	257	36%	8%	57%
2012	21,843	8,381	1,222	11,980	260	39%	6%	56%
2013	23,584	9,656	1,146	12,520	262	41%	5%	54%
2014	25,033	12,377	1,393	10,995	268	50%	6%	44%
2015	32,733	15,742	1,776	14,841	374	49%	5%	46%
2016	30,747	11,944	2,016	15,839	948	40%	7%	53%
2017	26,547	9,508	1,967	13,847	1,225	38%	8%	55%
2018	29,504	12,302	1,784	11,953	3,465	47%	7%	46%
2019	35,737	13,622	1,463	10,347	10,305	54%	6%	41%
2020	29,815	7,054	530	6,284	15,947	51%	4%	45%
2021	50,042	1,050	37	2,141	46,814	33%	1%	66%

Source: [Home Office Immigration Statistics, year ending December 2022](#), table Asy\_D04

## 2.3 Asylum appeals

Home Office data on the outcomes of asylum applications also shows the number of main applicants for asylum in each year that are refused at initial decision and go on to appeal.

The table below shows the number of main applicants for asylum in each year from 2004 to 2021, the number of these that were refused at initial decision, the number of those refused that appealed, and the number given each outcome, where the outcome is known.

In the period from 2004 to 2021, around three-quarters (76%) of main applicants refused asylum at initial decision lodged an appeal and just under one third (30%) of those appeals were allowed.

Appeal outcomes of asylum applications made in each year									
As of June 2022									
Year	Main applicants	Initially refused asylum, HP or DL	Appeals lodged	Appeal outcomes				Appeals lodged as % of refused	Allowed as % of known appeal outcomes
				Appeals allowed	Appeals dismissed	Appeals withdrawn	Appeal outcome not known		
2004	33,960	27,273	21,284	3,950	16,507	766	61	78%	95%
2005	25,712	19,243	14,277	3,032	10,599	523	123	74%	94%
2006	23,608	16,473	11,589	2,567	8,416	497	109	70%	93%
2007	23,431	14,932	10,660	2,292	7,583	415	370	71%	91%
2008	25,932	15,207	12,184	3,168	8,237	507	272	80%	91%
2009	24,487	15,450	13,254	4,000	8,582	509	163	86%	93%
2010	17,916	11,597	9,324	2,500	6,240	445	139	80%	91%
2011	19,865	11,556	9,189	2,529	5,906	629	125	80%	89%
2012	21,843	12,132	9,057	2,712	5,595	627	123	75%	88%
2013	23,584	13,023	9,801	3,121	6,071	532	77	75%	91%
2014	25,033	12,693	10,204	4,044	5,557	497	106	80%	90%
2015	32,733	17,633	14,497	6,202	7,394	828	73	82%	89%
2016	30,747	17,792	14,104	5,858	7,616	582	48	79%	92%
2017	26,547	14,882	11,499	4,798	5,990	626	85	77%	89%
2018	29,504	11,620	8,354	3,414	4,138	585	217	72%	84%
2019	35,737	8,555	5,164	1,896	2,224	558	486	60%	68%
2020	29,815	4,972	1,020	278	332	148	262	21%	45%
2021	50,042	353	73	9	30	6	28	21%	47%

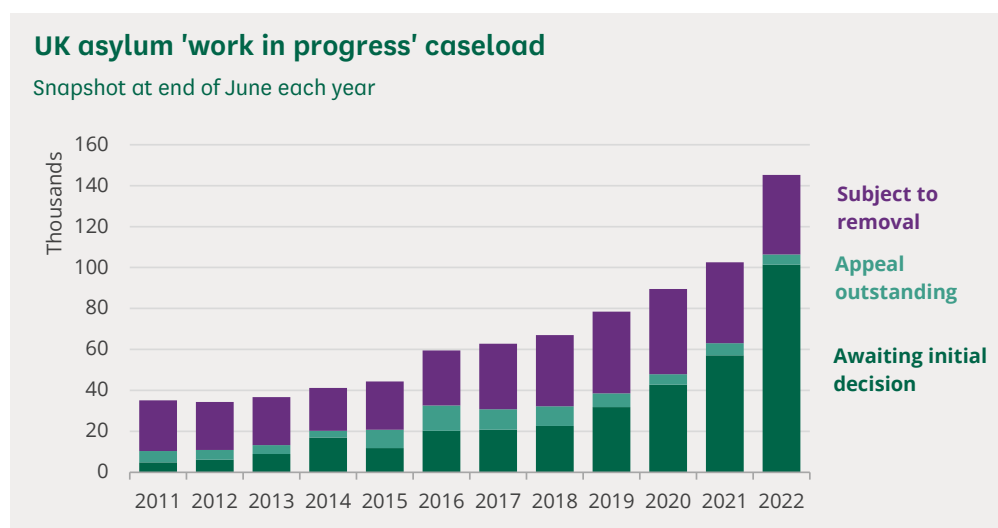
Source: [Home Office Immigration Statistics, year ending December 2022](#), table Asy\_D04

## 2.4 The total asylum caseload

One way of understanding the full scale of the asylum caseload is to look at the Home Office's asylum 'work in progress' statistics. These are published once a year in its [Migration Transparency](#) statistics collection.<sup>8</sup> As of June 2022, there were 166,100 cases in the system. This was the highest since the series began (in 2011) and nearly three times the size it had been in 2014.

As the chart below illustrates, there are three primary components of the caseload: people awaiting an initial decision, people who have appealed an initial refusal and are awaiting a decision on this, and people who have been refused asylum and are subject to removal action.

<sup>8</sup> The work in progress statistics can be found in table ASY\_03 of 'Immigration & Protection data'.



**Source:** Home Office, [Migration transparency data](#), Immigration and protection data: Q4 2022, table ASY\_03  
**Notes:** 'Post decision' and 'On hold' are not shown here because they are only recorded from 2014 onwards.

The largest category within the caseload is applicants awaiting an initial decision. The most recent statistics show that there were 101,400 people in this category as of June 2022.

The number of refused asylum seekers subject to removal action has been growing since 2014 and consisted of 38,900 people as of June 2022.

## 2.5

### Where do asylum seekers come from?

In 2021, 42% were nationals of Middle Eastern countries, which was the highest proportion (and number) ever recorded. This was the result of a large number of applicants from Iran, Iraq, and Syria. The next largest regional groupings of nationalities were African (23%), Asian (19%) and European (13%).<sup>9</sup> Around 4% of main applicants were from countries in the Americas, Oceania, and other parts of the world.

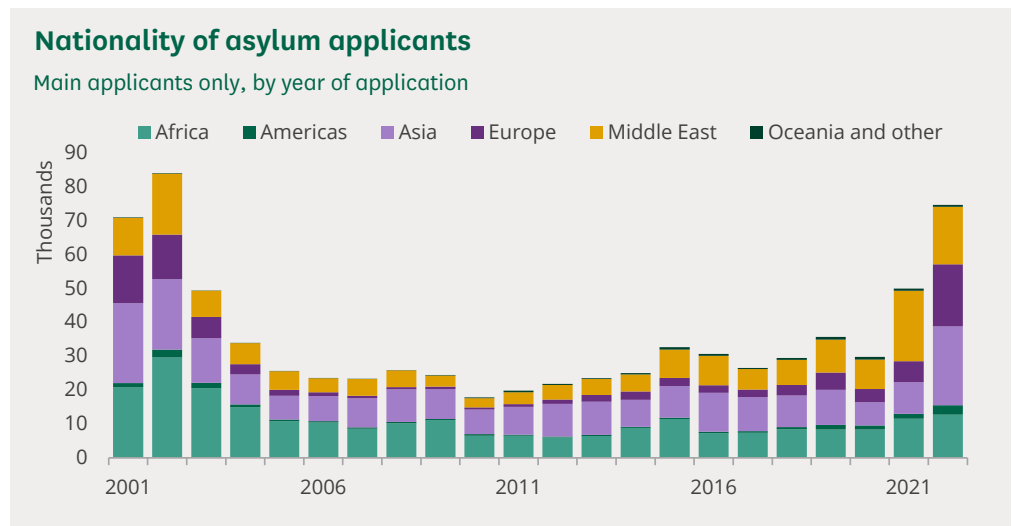
The picture in 2022 was different, with 31% of asylum seekers being of Asian nationalities and 24% being nationals of European countries. Nationals of Middle Eastern and African countries made up 23% and 17% of the total, respectively.

The chart below shows the broad nationalities of main applicants for asylum in each year from 2001 to 2022.

The largest in 2022 were Albanian (14,200), Afghan (10,000), Iranian (7,600), Iraqi (4,100) and Syrian (3,700).<sup>10</sup>

<sup>9</sup> Afghanistan is included in figures for Asia, while Iran is included in the Middle East.

<sup>10</sup> These figures represent main applicants who applied through the in-country asylum system only.



Notes: 1. Figures are for main applicants only.

Source: [Home Office Immigration Statistics, year ending December 2022](#), table Asy\_D01

## 2.6

### Grants of refugee status by nationality

Grants of refugee status or another form of humanitarian leave to remain by nationality follow a slightly different pattern to applications. This is partly due to a time lag between applications and decisions and partly because acceptance rates are higher for some nationalities than others, in particular years.

While most grants of refuge have historically come via the UK's in-country asylum process, others have come via resettlement schemes or ad hoc humanitarian routes.

A notable flow in recent years has been 20,300 Syrians resettled via the Vulnerable Persons Resettlement Scheme (VPRS) between 2014 and 2020. Smaller numbers of people from other nationalities are also resettled each year under the UK's resettlement schemes, which are described in more detail in section 3.

In 2021 and 2022, around 21,400 Afghans were relocated to the UK in advance of and during the withdrawal of UK forces from Afghanistan.<sup>11</sup> In 2022, around 146,000 Ukrainians came to the UK (as of November) under two new routes created for individuals escaping the conflict.

In 2022, two new routes were introduced for Ukrainians, with around 155,000 people arriving via these throughout the year.<sup>12</sup> This flow was much larger in scale than any other single forced migration flow to the UK in recent history. The number of Ukrainian refugees who have arrived in the UK in 2022 so far is

<sup>11</sup> This is an estimate based on the [Afghan Resettlement Programme: operational data](#), 24 November 2022

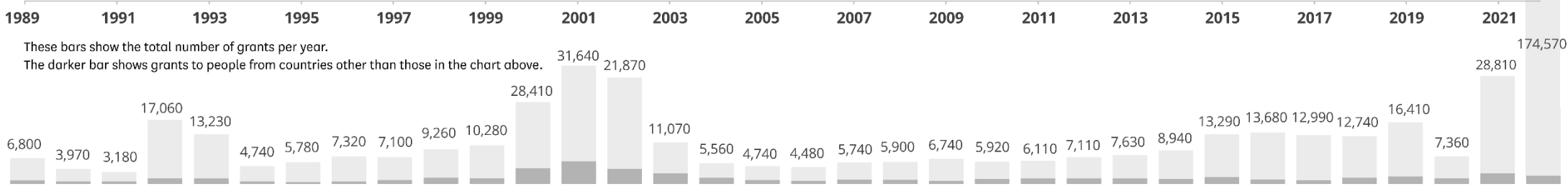
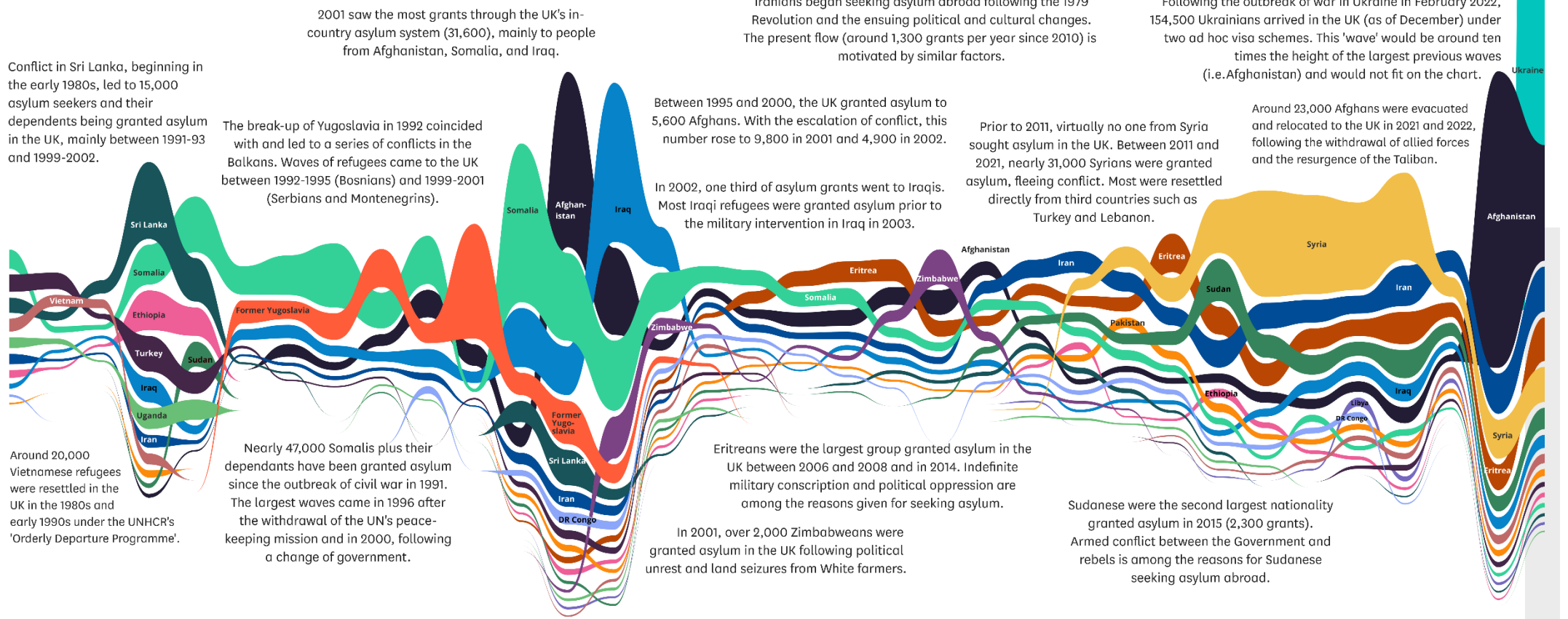
<sup>12</sup> Home Office and UK Visas and Immigration, [Ukraine Family Scheme, Ukraine Sponsorship Scheme \(Homes for Ukraine\) and Ukraine Extension Scheme visa data](#), 22 November 2022 edition.

around the same as the number of people granted refuge in the UK from all origins, in total, between 2014 and 2021.

The diagram overleaf is a stylised representation of the number of grants of status, by nationality, in each year between 1989 and 2022. The chart flows horizontally from left to right, with an individual 'stream' for each nationality. Not all nationalities are shown; only those with high numbers of grants.

# Which countries do refugees come to the UK from?

This chart shows the number of grants of asylum or other forms of humanitarian protection, by refugees' country of origin, in each year since 1989. The height of each 'stream' represents the number of grants of asylum to that nationality in a given year. In each year, the streams are ranked from top to bottom, by number of grants. Not all nationalities are shown.



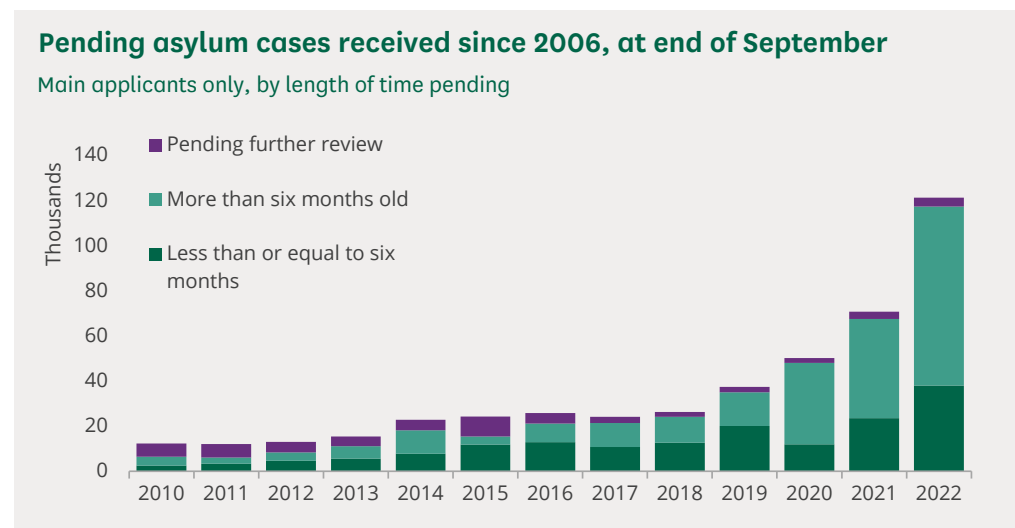
Technical notes: Grants here includes 1) grants of refugee status (under the 1951 UN Convention and 1967 Protocol) on initial decision, 2) grants of other humanitarian leave to enter and/or remain in the UK, and 3) people resettled to the UK under specific schemes. Humanitarian protection includes exceptional leave (ELR) (pre-2004), and humanitarian protection (HP) and discretionary leave to remain (DLR) (2004 onwards). Resettled people includes those resettled under the Orderly Departure Programme, the Mandate Scheme, the Gateway Protection Programme, the Vulnerable Persons Resettlement Scheme, and the Vulnerable Children Resettlement Scheme. 'Refugees' here encompasses those granted other forms of humanitarian leave. 'Country of origin' is used synonymously with nationality. Source: Home Office, Asylum statistics 1997, 2007 (archived): tables 3.1 and 3.2. Home Office, Immigration statistics quarterly: table Asy\_D02 (formerly tables as\_05 and as\_19\_q).

## 2.7

## How long do asylum applications take?

There are different measures of the time it takes to process asylum applications and the backlog of cases that has built up. Two measures that have been the focus of attention in recent years are the number of asylum applications awaiting an initial decision and the number of cases awaiting conclusion. Since 2001 the attention shifted from the former to the latter, as a backlog of cases awaiting an initial decision in 2001 became a backlog of cases awaiting conclusion in 2006.

In June 2010, the Home Office introduced a new time series for measuring the backlog of asylum applications, based on the UK Border Agency (UKBA) administrative database. This new series counts the number of applications for asylum lodged since 1 April 2006 which are still under consideration at the end of each quarter. It includes cases pending an initial decision (whether for more or less than six months) and those pending further judicial appeal, but excludes those who have lodged a judicial review.



Notes: 1. Figures are for main applicants only. 2. 'Pending' cases are those asylum applications, including fresh claims, lodged since 1 April 2006 which are still under consideration at the end of the reference period.  
Source: [Home Office Immigration Statistics, year ending December 2021](#), table Asy\_D03

According to the new series, the total number of pending asylum cases was 136,200 at the end of December 2022. This was around five times as many as there had been at the end of December 2018 (29,000) and was the highest number of pending cases at the end of any quarter since the series began.



## 2.8 How many dependents accompany asylum seekers?

In 2022, 14,647 dependants accompanied or subsequently joined the 74,751 main applications who made asylum claims. Including dependants, the total number of individuals who applied for asylum during 2022 was 89,398, the highest total number since 2002.

In 2022, there was one dependent for roughly every five main asylum applicants. This was more dependents per main applicants than in 2021, when there was roughly one dependent for every 6 applicants but fewer than during the 2010s, when there was around one dependent for every four main applicants.

The lower proportion of dependents to main applicants in recent years may have to do with the increased number of arrivals by small boats across the Channel in 2021 and 2022.<sup>13</sup>

## 2.9 Where do asylum seekers live?

The only data available on the location of asylum seekers is for those who are receiving government support. Data is available by region and Local Authority.

These figures capture asylum seekers who are being supported by the state under the Immigration and Asylum Act 1999 (Sections 4, 95, and 98):

- Section 95 support is a weekly stipend which is means-tested, so it is not received by asylum seekers who have sufficient means of their own.
- Section 98 is a temporary and similar form of assistance provided while a person's Section 95 application is being assessed.
- Section 4 support is provided to asylum seekers who have received a refusal at initial decision but would otherwise be destitute while they await an appeal or removal.

Most of these supported asylum seekers are also provided with accommodation. The asylum seeker is not given a choice as to location and the Home Office's policy is to disperse them around the country.

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<sup>13</sup> [Home Office Immigration Statistics, year ending December 2022](#), table Asy\_D01. Small boat arrivals contain a higher proportion of young men without dependants than asylum seekers arriving by other routes.

At the end of December 2022:

- There were 110,171 supported asylum seekers in the UK, of whom 56,029 were living in dispersal accommodation and 49,493 in initial accommodation (which can include hotels).<sup>14</sup>
- The North East had the highest number of asylum seekers relative to its population (20 for every 10,000 inhabitants), while the South-East had the lowest relative number (just below 2 for every 10,000 inhabitants).
- Glasgow was the local authority with the most dispersed asylum seekers (4,698 or 70 per 10,000 residents), followed by Birmingham (3,251 or 17 per 10,000), and Hillingdon (2,930 or 18 per 10,000). Belfast had the second highest number of asylum seekers relative to its population (46 per 10,000 inhabitants).
- 62 of 374 lower-tier local authorities listed (17%) contained no supported asylum seekers at all and 106 local authorities contained no supported asylum seekers living in dispersal or initial accommodation.

The full list of supported asylum seekers by region and local authority can be found in the online Annex (an Excel file).

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<sup>14</sup> [Home Office Immigration Statistics, year ending December 2022](#), table Asy\_D11. This also includes a small number receiving Section 4 support, which is available to refused asylum seekers who would otherwise be destitute.

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## 3 Resettlement

### 3.1 What is resettlement?

The previous section dealt with applications for asylum by people already in the UK. The UK can also grant asylum or other forms of humanitarian protection to people living outside the UK, who are then resettled to the UK.

Resettlement to the UK operates through different schemes, rather than one overarching system:

- UK Resettlement Scheme (UKRS) (2021 – present)
- Community Sponsorship (2021 – present)
- Mandate Resettlement Scheme (1995 – present).
- The Afghan Relocations and Assistance Policy (2021 – present) and Afghan Citizens Resettlement Scheme (2022 - present)

Between 2014 and March 2021, three additional resettlement schemes operated:

- Gateway Protection Programme (GPP) (2004- 2021)
- Vulnerable Persons Resettlement Scheme (VPRS) (2014 – 2021)
- Vulnerable Children’s Resettlement Scheme (VCRS) (2016 – 2021).

The UKRS and Community Sponsorship schemes are open to refugees in all parts of the world. The Mandate Scheme is for recognised refugees, anywhere in the world, who have a close family member in the UK willing to accommodate them.

The VPRS was specifically for Syrian nationals and the VCRS was for children from the Middle East and North Africa.

## 3.2

### How many people are resettled to the UK?

Between the start of 2014 and the end of December 2022, 29,066 people were resettled to the UK under the schemes listed above (excluding the Afghan schemes, which are discussed separately at the end of this section). During the same period, around 130,500 people were granted asylum or another form of humanitarian leave to remain through the UK's in-country asylum process.<sup>15</sup>

Of those resettled since 2014, the majority (20,319 people) came through the VPRS. The VCRS resettled 1,838 people during this time. Half (49%) of all those resettled since 2014 were children.

Resettlement accounted for around 21% of the people granted refuge in the UK between 2014 and the end of 2020.

The GPP and Mandate schemes have been in operation for longer: since 2004 and 2008, respectively. To date, the GPP has resettled 9,939 individuals (an average of 621 per year) and the Mandate scheme, 441 (an average of 40 per year).

Historically, the UK's policy on resettlement has been to introduce specific resettlement schemes in response to particular humanitarian crises. The Refugee Council offers a summary of previous resettlement schemes in the UK:

“The UK has also received refugees through specific programmes in response to emergency situations, including 42,000 Ugandan Asians expelled from Uganda from 1972-74, 22,500 Vietnamese displaced persons from 1979-92, over 2,500 Bosnians in the early 1990s, and over 4,000 Kosovars in 1999.”

Refugee Council (2004) [Resettling to the UK: The Gateway Protection Programme](#)

The VPRS target was to resettle 20,000 Syrians by 2020 and this target was met if we include resettlements in 2020 itself. The VCRS target was 3,000 people from the Middle East and North Africa, including children and their families by 2020.<sup>16</sup> At the end of 2020, 1,838 people had been resettled under the VCRS.

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<sup>15</sup> [Home Office Immigration Statistics, year ending December 2022](#) Asy\_D02 (initial decisions) and Asy\_D04 (appeals). Includes main applicants and dependants.

<sup>16</sup> [HC169822](#), 06 September 2018

## Calais clearance: the ‘Dubs amendment’

As at the end of January 2018, “over 220” unaccompanied children had been resettled from elsewhere in Europe under section 67 of the Immigration Act 2016 (the ‘Dubs amendment’). As at January 2018, had been resettled.<sup>17</sup>

Between October 2016 and the end of 2018, the UK resettled a further 549 unaccompanied asylum-seeking children who had family in the UK from elsewhere in the EU in response to the clearance of camps around Calais.<sup>18</sup>

## Resettlement from Afghanistan (2021-)

Coinciding with the UK’s withdrawal from Afghanistan in 2021, the UK government established the Afghan Relocations and Assistance Policy (ARAP) scheme to resettle Afghan nationals previously employed by the British in Afghanistan.

Following the Taliban’s takeover of Afghanistan in August 2021, the UK established a separate Afghan Citizens Resettlement Scheme (ACRS) to resettle vulnerable people at risk of persecution.

The ACRS officially opened in January 2022, although most eligible individuals were already evacuated to the UK in 2021.<sup>19</sup>

As of the end of December 2022, 12,296 Afghans had been granted indefinite leave to remain under the schemes, consisting of:

- 11,212 under ARAP, and
- 7,631 under the ACRS.<sup>20</sup>

A further 2,544 people are recorded as having been resettled or relocated from Afghanistan during this period via unspecified routes.

In 2021, people resettled or relocated from Afghanistan via humanitarian routes made up around half (51%) of those granted humanitarian protection in the UK that year.

### 3.3

## Where do resettled people live?

The number of people resettled under the VPRS, VCRS, and the new UK Resettlement Scheme is available by region and Local Authority. Most of

<sup>17</sup> See, for example [HC208393](#), 21 January 2019.

<sup>18</sup> See [HC198760](#), 12 December 2018

<sup>19</sup> See, for example, statement from the Minister for Afghan Resettlement in HC Deb vol 706 col 185 “The first to be resettled under the new ACRS will be those already evacuated and in the UK, who include women’s rights activists, journalists and prosecutors, as well as the Afghan families of British nationals.”

<sup>20</sup> Home Office, [Immigration Statistics, year ending December 2022](#), table Asy\_D02

these are Syrian nationals resettled under the VPRS. The location of most of the 21,400 Afghans resettled in 2021 and 2022 is not recorded.

As of December 2022, Northern Ireland had resettled the most refugees relative to its population (10 resettled for every 10,000 inhabitants), followed by the North East (8 for every 10,000 inhabitants in both) and Scotland (7 per 10,000).

Coventry resettled the most in terms of numbers (787), closely followed by Bradford (785), then Birmingham (657) and Edinburgh (615). Gateshead resettled the most relative to its population: 26 for every 10,000 inhabitants), followed by Redcar and Cleveland (25 per 10,000) and Coventry (23 per 10,000).

The total number of people resettled since 2014 by each region and local authority can be found in the online Annex (an Excel file).

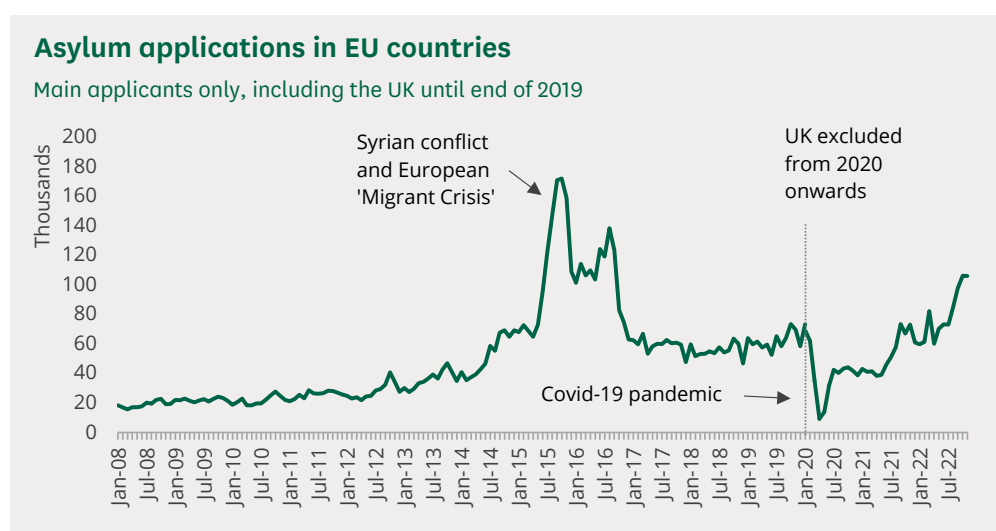
## 4 Asylum in the European Union

### 4.1 Asylum applications in EU countries

The number of asylum applications in EU countries has increased during the last five years. This increase has been partly, but not wholly, driven by the refugee crisis arising from the Syrian civil war.

The below chart shows the number of people applying for asylum in EU countries in each month from January 2009 to November 2022. These figures include both main applicants and dependents.

It is important to note that Ukrainian refugees are not represented here. Most who fled war in Ukraine in 2022 did not apply for asylum via the usual in-country asylum process in their destination but were granted [temporary protection](#) under an EU directive adopted in March 2022. According to UNHCR, 4.9 million Ukrainians have registered for temporary protection or a similar scheme in Europe.<sup>21</sup>



**Notes:** 1. Figures are for main applicants and dependants. 2. Figures on asylum applications in Croatia are included from January 2013; however, the numbers are small (see table below).

**Source:** Eurostat, Asylum and first time asylum applicants by citizenship, age and sex: monthly data [[migr\\_asyappctzm](#)]

The total number of people applying for asylum in EU countries increased from a monthly average of 22,000 in the year ending 2010 to 53,000 in 2021 and 79,000 in 2022 (up to November).

<sup>21</sup> UNHCR, [Refugee Data Portal: Ukraine Refugee Situation](#), accessed March 2023.

Asylum applications in EU countries reached their highest level in October 2015 at 172,000, falling to 101,000 in January 2016. They increased again to 138,000 in August 2016 before falling to a low of 9,400 in April 2020 (during the pandemic). Note that the UK has not been included in the figures since January 2020.

The table below shows the number of asylum applications received in European Union countries up to the end of 2021. Total asylum applications in EU28 countries stood at 1.32 million in 2015 and fell to 669,000 in 2018 before rising slightly to 740,300 in 2019.

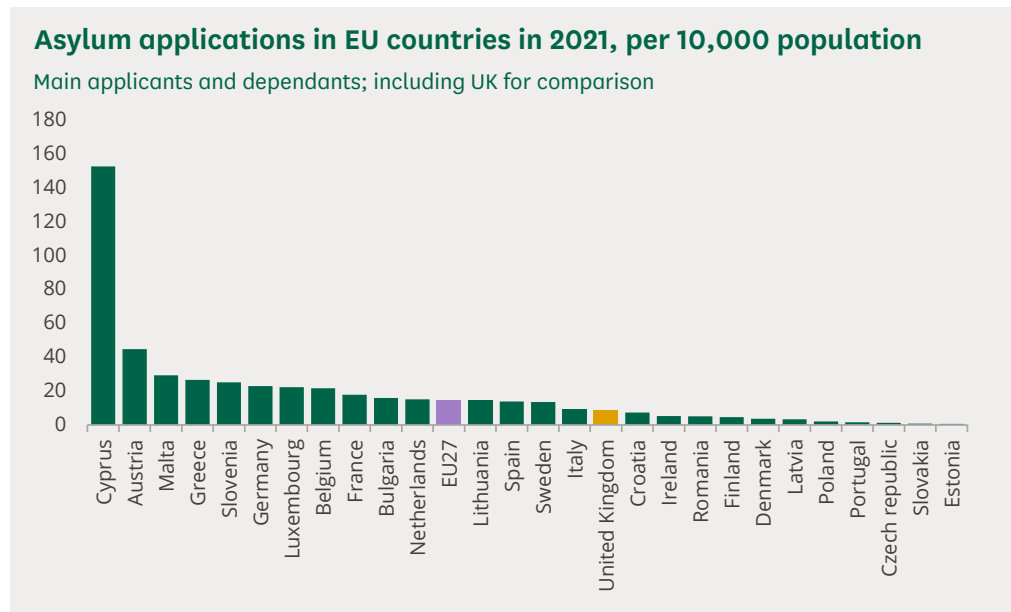
In 2021, Germany received the largest number of asylum applicants among EU countries (190,500), followed by France (120,700), Spain (65,300), Italy (53,600) and Austria (39,900). Together, these top five countries received 74% of asylum applications in the EU27.

Asylum applications in EU countries						
EU27 countries and UK, annual figures for main applicants and dependents						
Country	2016	2017	2018	2019	2020	2021
Austria	42,300	24,700	13,700	12,900	14,800	39,900
Belgium	18,300	18,300	22,500	27,500	16,700	25,000
Bulgaria	19,400	3,700	2,500	2,200	3,500	11,000
Croatia	2,200	1,000	800	1,400	1,600	2,900
Cyprus	2,900	4,600	7,800	13,700	7,500	13,700
Czech Republic	1,500	1,400	1,700	1,900	1,200	1,400
Denmark	6,200	3,200	3,600	2,700	1,500	2,100
Estonia	200	200	100	100	100	100
Finland	5,600	5,000	4,500	4,500	3,200	2,500
France	84,300	99,300	137,700	151,100	93,200	120,700
Germany	745,200	222,600	184,200	165,600	122,000	190,500
Greece	51,100	58,700	67,000	77,300	40,600	28,400
Hungary	29,400	3,400	700	500	100	0
Ireland	2,200	2,900	3,700	4,800	1,600	2,700
Italy	123,000	128,900	60,000	43,800	26,900	53,600
Latvia	400	400	200	200	200	600
Lithuania	400	500	400	600	300	3,900
Luxembourg	2,200	2,400	2,300	2,300	1,300	1,400
Malta	1,900	1,800	2,100	4,100	2,500	1,600
Netherlands	20,900	18,200	24,000	25,200	15,300	26,500
Poland	12,300	5,000	4,100	4,100	2,800	7,800
Portugal	1,500	1,800	1,300	1,800	1,000	1,500
Romania	1,900	4,800	2,100	2,600	6,200	9,600
Slovakia	100	200	200	200	300	400
Slovenia	1,300	1,500	2,900	3,800	3,600	5,300
Spain	15,800	36,600	54,100	117,800	88,500	65,300
Sweden	28,800	26,300	21,600	26,300	16,200	14,000
United Kingdom	39,700	34,800	38,800	46,100	.	.
EU27	1,221,200	677,500	625,600	698,800	472,400	632,400
EU28	1,292,700	735,000	669,000	740,300	.	.

**Source:** Eurostat, Asylum and first time asylum applicants by citizenship, age and sex Annual aggregated data [[migr\\_asyappctza](#)]



**Notes:** 1. Figures are for main applicants and dependants.



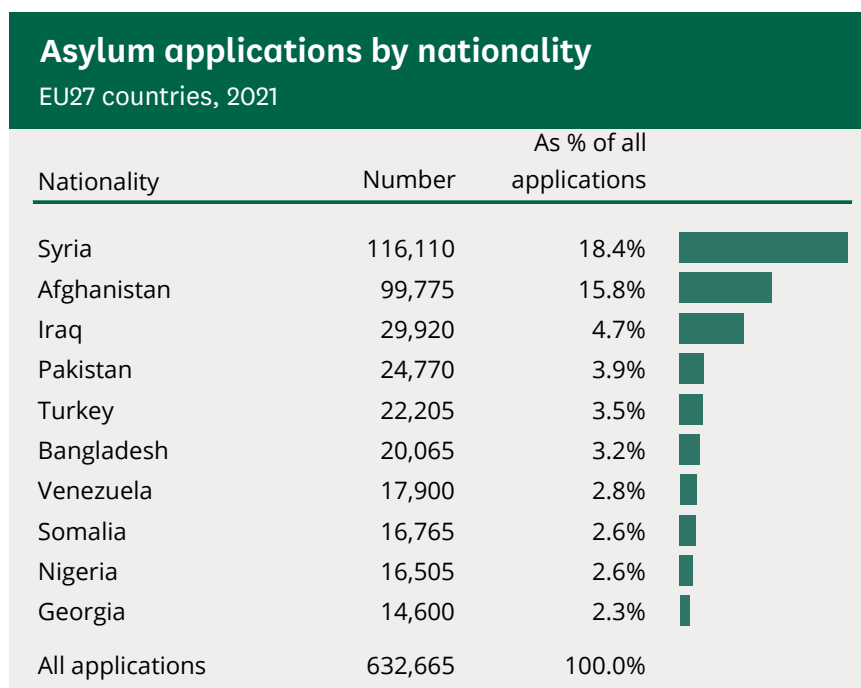
Notes: 1. Figures are for main applicants and dependants. 2. Population is for 1 Jan 2021.  
 Source: Eurostat, Asylum and first time asylum applicants by citizenship, age and sex Annual aggregated data [[migr\\_asyappctza](#)], Population by age and sex [[demo\\_pjan](#)]

The chart above shows the number of asylum applications per 10,000 population in EU countries and the UK in 2021. During this period Cyprus had the largest number of asylum applications per 10,000 people (153), followed by Austria (45), Malta (29), Greece (27), and Slovenia (25).

In 2021, there were around 9 asylum applicants for every 10,000 people resident in the UK, according to the Eurostat statistics. Across the EU27 there were 14 asylum applications for every 10,000 people.

## 4.2 From where do asylum seekers come to the EU?

The table below shows the ten largest groups of foreign nationals applying for asylum in EU countries in 2021. The largest groups were nationals of Syria (116,110), Afghanistan (99,775), Iraq (29,920), Pakistan (24,775) and Turkey (22,205).



**Source:** Eurostat, Asylum and first time asylum applicants by citizenship, age and sex Annual aggregated data [[migr\\_asyappctza](#)]

**Notes:** 1. Figures are for main applicants and dependants.

2. Figures are rounded to the nearest five.

The top ten countries of nationality for asylum applicants in the EU accounted for 60% of all asylum applications in 2020.

## 4.3

### Grants of asylum in EU countries

The table below shows first instance decisions on asylum applications in EU countries in 2021, including the number of grants and refusals. Here, grants include all positive decisions on asylum applications, not just those granted refugee status.

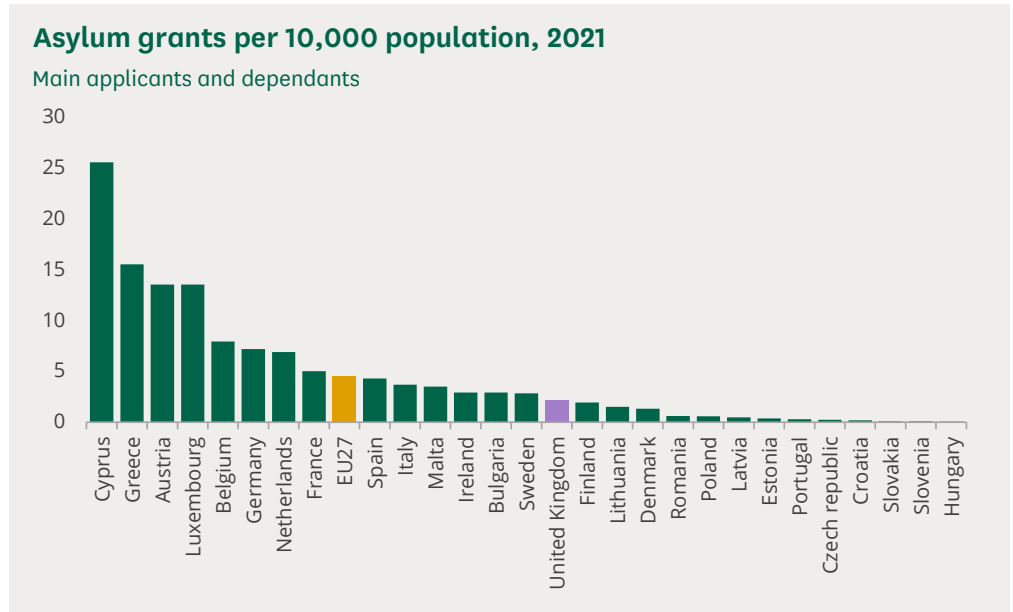
In 2021, Germany granted the largest number of positive asylum decisions among EU countries (59,850), followed by France (33,875) and Spain (20,405).

## First instance decisions on asylum applications

EU27 countries and the UK, 2021; main applicants and dependents

Country	Grants	Refusals	Total
Austria	12,105	6,655	18,760
Belgium	9,165	11,865	21,030
Bulgaria	2,015	1,255	3,270
Croatia	70	365	435
Cyprus	2,290	9,980	12,270
Czech Republic	260	675	935
Denmark	775	750	1,525
Estonia	50	30	75
Finland	1,065	1,235	2,300
France	33,875	103,140	137,015
Germany	59,850	72,830	132,680
Greece	16,575	20,630	37,205
Hungary	40	20	60
Ireland	1,460	85	1,545
Italy	21,805	21,745	43,550
Latvia	90	115	200
Lithuania	420	2,860	3,275
Luxembourg	860	310	1,170
Malta	180	630	810
Netherlands	12,065	4,435	16,505
Poland	2,155	1,455	3,610
Portugal	305	200	505
Romania	1,140	2,960	4,100
Slovakia	45	85	130
Slovenia	15	155	175
Spain	20,405	50,580	70,985
Sweden	2,955	7,260	10,215
United Kingdom	14,690	5,117	19,807
Total EU27	202,035	322,295	524,325

**Source:** Eurostat, First instance decisions on applications by citizenship, age and sex: quarterly data [[migr\\_asydcfstq](#)]. Figures have been rounded to the nearest 5.



**Notes:** 1. Figures are for main applicants and dependants. 2. First instance decisions do not necessarily relate to applications made during the same period.

**Source:** Eurostat, First instance decisions on applications by citizenship, age and sex: quarterly data [[migr\\_asydcfstq](#)]

The chart above shows the number of positive asylum decisions granted at first instance per 10,000 population in EU countries in 2021. During this period Cyprus granted the largest number of positive first instance asylum decisions per 10,000 people (26) and Hungary the fewest (0.04).

In 2021, the UK granted around two positive asylum decisions at first instance for every 10,000 people. Across the EU27 there were 5 such grants for every 10,000 people.

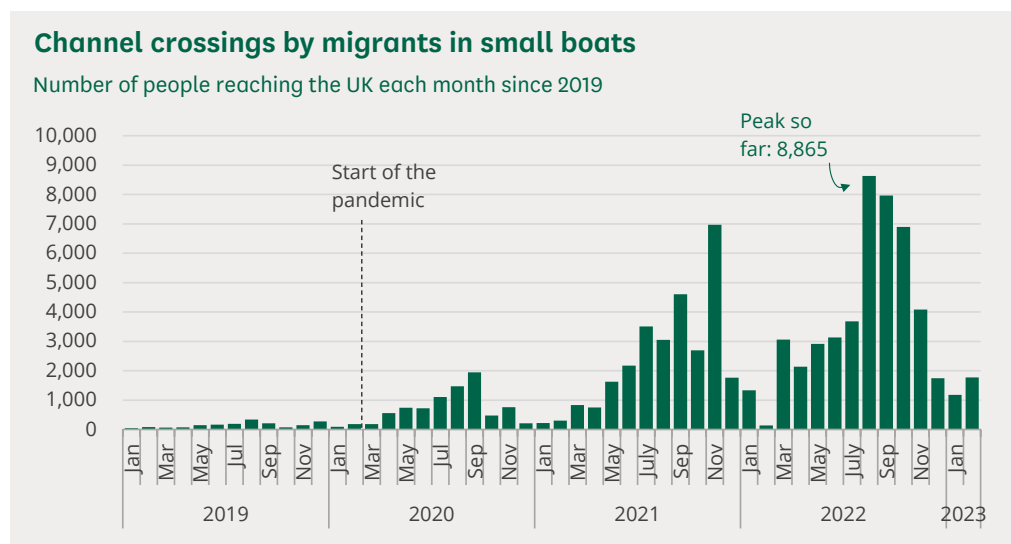
## 5 Channel crossings

The number of people crossing the Channel in small boats has risen in each year since this phenomenon was first detected at a significant scale in 2018.

The total number of people recorded as having entered the UK in small boats was,

- 299 in 2018,
- 1,843 in 2019,
- 8,466 in 2020, and
- 28,526 in 2021, and
- 45,755 in 2022.<sup>22</sup>

The chart below shows the monthly number of individuals who have crossed in small boats.



Home Office, [Irregular migration statistics quarterly](#) (December 2022); Home Office and Border Force, [Migrants detected crossing the English Channel in small boats](#), updated to 1 March.

Notes: The January and February figures in 2023 are taken from the daily counts by the Home Office and Border Force and may be subject to revision.

The majority, but not all, of those detected crossing in small boats have applied for asylum. Information published by the Home Office suggests that:

- 90% of people who arrived in small boats in 2022 had applied for asylum, as of February 2021. This may not reflect the proportion that eventually does apply for asylum after a longer period. Around 98% of

<sup>22</sup> Home Office, [Irregular migration statistics quarterly](#): December 2022.

those who arrived in 2020 and 2021 have applied for asylum.<sup>23</sup> The same proportion of small boat arrivals who crossed in the first half of 2020 applied for asylum.<sup>24</sup>

- Between 2018 and 2022 there were 76,134 asylum applications from people who arrived in small boats, accounting for 28% of all asylum applications during that period.
- 85% of small boats arrivals who claimed asylum between 2018 and 2022 and >99% of those who claimed asylum in 2022 were still awaiting an initial decision, as of February 2023.
- 61% of small boat arrivals who had received an initial decision on their application, as of February 2023, had been granted asylum or another form of humanitarian protection.

According to analysis by the Home Office,

“Albanians were the top small boat arriving nationality applying for asylum in 2022, making up 27% of total small boat arrivals applying for asylum over the year. Of the 12,561 Albanian small boat arrivals in 2022, 85% applied for asylum (10,699 people, relating to 9,573 applications). Of these applications, 469 were withdrawn (5%) and 68 have received an initial decision (<1%), with the following outcomes:

- 24% (16) were not considered on third country grounds
- 76% (52) were refused for other reasons
- none were granted refugee status or another type of leave.”

Of the 83,236 people that arrived in the UK on small boats between 1 January 2018 and 31 December 2022, 7% (6,210 people) were referred to the National Referral Mechanism, the process for identifying potential victims of modern slavery. Most of these individuals (5,897 or 95%) had also made an application for asylum in the UK.

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<sup>23</sup> Home Affairs Committee, [Oral evidence: Channel crossings, HC 822](#), 26 October 2022, Q4; Home Affairs Select Committee, [Oral evidence HC 705](#), Q29

<sup>24</sup> Home Office, [Irregular migration to the UK, year ending December 2022](#), 23 February 2023

## Appendix: Data table

### Asylum applications and initial decisions, Main applicants

1984-2022

	Applications	Initial decisions	Total grants	Grants		Refusals
				Asylum grants	Other grants	
1984	2,905	1,431	1,084	453	631	347
1985	4,389	2,635	2,133	574	1,559	502
1986	4,266	2,983	2,450	348	2,102	533
1987	4,256	2,432	1,797	266	1,531	635
1988	3,998	2,702	2,206	628	1,578	496
1989	11,640	6,955	6,070	2,210	3,860	890
1990	26,205	4,025	3,320	920	2,400	705
1991	44,840	6,075	2,695	505	2,190	3,380
1992	24,605	34,900	16,440	1,115	15,325	18,465
1993	22,370	23,405	12,715	1,590	11,125	10,690
1994	32,831	20,988	4,487	827	3,660	16,501
1995	43,963	27,006	5,705	1,294	4,411	21,301
1996	29,642	38,962	7,293	2,239	5,054	31,669
1997	32,502	36,044	7,100	3,986	3,114	28,944
1998	46,014	31,571	9,255	5,346	3,909	22,316
1999	71,158	21,307	10,283	7,816	2,467	11,024
2000	80,315	97,547	21,868	10,373	11,495	75,679
2001	71,027	120,949	31,641	11,449	20,192	89,308
2002	84,132	83,540	28,408	8,272	20,136	55,132
2003	49,407	64,941	11,074	3,863	7,211	53,867
2004	33,960	46,021	5,558	1,563	3,995	40,463
2005	25,712	27,393	4,739	1,941	2,798	22,654
2006	23,608	20,930	4,480	2,169	2,311	16,458
2007	23,431	21,775	5,740	3,533	2,207	16,032
2008	25,932	19,398	5,898	3,727	2,171	13,505
2009	24,487	24,287	6,743	4,188	2,555	17,545
2010	17,916	20,264	5,198	3,488	1,710	15,066
2011	19,865	17,382	5,651	4,312	1,339	11,731
2012	21,843	16,774	6,059	5,135	924	10,715
2013	23,584	17,665	6,664	5,736	928	11,001
2014	25,033	19,783	8,151	7,266	885	11,632
2015	32,733	28,623	11,422	9,975	1,447	17,201
2016	30,747	24,895	8,465	7,137	1,328	16,430
2017	26,547	21,269	6,779	5,957	822	14,490
2018	29,504	21,084	6,931	5,557	1,374	14,153
2019	35,737	20,766	10,796	9,401	1,395	9,970
2020	29,815	14,304	6,538	5,725	813	7,766
2021	50,042	14,532	10,468	9,703	765	4,064
2022	74,751	18,699	14,275	13,387	888	4,424

**Notes to Table:**

1. Figures are for main applicants only. 2. Other grants include humanitarian protection, discretionary leave, and grants under family and private life rules, which relate to the introduction of a new approach to Article 8 of the European Convention on Human Rights, from 9 July 2012; Leave Outside the Rules, which was introduced for those refused asylum from 1 April 2013; and UASC leave, which was introduced for Unaccompanied Asylum-Seeking Children refused asylum but eligible for temporary leave from 1 April 2013. From April 2003, exceptional leave to remain was replaced with humanitarian protection and discretionary leave. 3. Figures from 1989 to 1993 are rounded to the nearest five and may not sum due to independent rounding. 4. Initial decisions do not necessarily relate to applications made in the same period. 5. Some people refused asylum at initial decision may be granted leave to remain following an appeal.

**Source:** [Home Office Immigration Statistics, year ending December 2022](#), tables Asy\_D01 and Asy\_D02



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## **APPENDIX 4**

IN THE SUPREME COURT OF JUDICATURE  
COURT OF APPEAL (CIVIL DIVISION)  
ON APPEAL FROM THE QUEEN'S BENCH DIVISION  
CROWN OFFICE LIST  
(Mr. Robin Purchas Q.C.  
sitting as Deputy High Court Judge)

QBC0F 96/1605/D

Royal Courts of Justice  
Friday, 7th November 1997

Before:

LORD JUSTICE HIRST  
LORD JUSTICE SWINTON THOMAS  
LORD JUSTICE PILL

WEST MIDLANDS PROBATION COMMITTEE

Appellan

-v-

(1) SECRETARY OF STATE FOR THE ENVIRONMENT  
(2) WALSALL METROPOLITAN BOROUGH COUNCIL      Respondents

(Transcript of the Handed Down Judgment of  
Smith Bernal Reporting Limited,  
180 Fleet Street, London, EC4A 2HD.  
Telephone No: 0171-421 4040.  
Shorthand Writers to the Court.)

MR. R. GRIFFITHS Q.C. (instructed by Messrs Wragge & Co., Birmingham) appeared  
on behalf of the Appellant/Appellant.

MR. M. BEDFORD (instructed by the Treasury Solicitor) appeared on behalf of the  
Respondent/Respondent.

J U D G M E N T  
(As approved by the Court)  
Crown Copyright

Pill LJ:

This is an appeal from a decision of Mr Robin Purchas QC sitting as a Deputy High

Court Judge on 20 August 1996. The judge dismissed an application to quash a decision of the Secretary of State for the Environment (“the Secretary of State”) whereby he dismissed an appeal by West Midlands Probation Committee (“the Committee”) against a refusal by Walsall Metropolitan Borough Council (“the Council”) to grant planning permission in respect of the extension of a bail and probation hostel at Stonnall Road, Aldridge, West Midlands. The appeal was determined by an Inspector appointed by the Secretary of State and was announced by letter dated 7 December 1995 following a local public inquiry.

Planning permission was granted in 1980 for the erection of a secure unit for severely disturbed adolescents. The unit formed part of the Druids Heath Community House complex, most of which had later been transformed into a nursing home. The unit was converted in 1989 to a bail hostel, it being determined, given the existing permission, that planning permission was not required for the conversion. Bail and probation hostels were treated by the Council, without objection, as a *sui generis* use, outside the specified use classes in the Use Classes Order.

The hostel provides accommodation for up to 12 bailees, a typical stay being about 4 weeks. They are required to reside at the hostel by virtue of a condition of residence imposed by the court when granting bail. A curfew operates between 11 pm and 6 am. During the day bailees are normally supervised by 2 professional officers and up to 4 administrative or domestic staff are also involved in running the hostel. At night, an assistant warden and a relief supervisor are present at the hostel.

The Committee is a body corporate established under the Probation Services Act 1993 and its responsibilities with respect to the probation service are set out in the Act.

Pursuant to s 7 of the Act, the Committee is empowered to provide hostels to accommodate those remanded on bail with a condition of residence at an approved bail or bail and probation hostel, those subject to a probation order including a condition to reside at such a hostel and prisoners released on licence from custody with a condition of residence at such a hostel. S 27 of the Act empowers the Home Secretary to approve a hostel and he is also empowered to make grants for expenditure in providing bail and probation hostels under s 7 of the Act. In December 1992, the Home Office issued a Guidance Note entitled "Approved Bail and Probation/Bail Hostels Development Guide". It included guidelines on site selection.

Aldridge is described by the Inspector as a modest town and is 2 miles from Walsall. The hostel is described as being at the very edge of Aldridge and within the West Midlands Green Belt. Opposite, the Inspector found, stand the neat houses and bungalows of a suburban estate. Adjacent to the hostel is a large nursing home in extensive grounds and a substantial dwelling. The proposal involved a two-storey extension to the side of the building. It would accommodate an additional 8 bailees and there would be some increase in staffing.

Planning permission was refused by the Council on 3 January 1995, contrary to the advice of the Director of Engineering and Town Planning. The reason given was:

"The residents of the area and the adjoining properties now experience severe and material problems and incidents arising from the existing use of the premises, which are incompatible with the surrounding residential area. The further expansion of a use which, in the considered view of the Local Planning Authority, is unsuitable for that area has the potential to further exacerbate these problems, to the detriment of the amenities which local residents could reasonably be expected to enjoy."

The Inspector defined the issues in the case as follows:

“1. Whether the scheme would noticeably impair the living conditions that nearby residents might reasonably expect to enjoy in an area like this and, if so,

2. Whether the need to provide more places in bail hostels throughout the West Midlands would provide a sufficiently cogent reason to warrant expansion of the hostel at Stonnall Road.”

On the first issue, the Inspector found that the hostel had attracted numerous police visits, many late at night or early in the morning. Some of the visits involved arrests, personal injuries or the breach of bail conditions. The Inspector stated that:

“It is not surprising that local residents living in such a quiet, sylvan and suburban street should be seriously disturbed by the noise of police cars, police radios and the impact of flashing lights close to their homes, particularly when events occur at times of relative peace and quiet or when police cars have to wait in the street while the hostel gates are opened. The evidence demonstrates that residents might well have to endure such occurrences at fairly regular and frequent intervals. And, of course, the need for ambulances or other vehicles to attend in emergencies must add to this intrusive impact.”

The Inspector went on to consider the implications of an expansion of the hostel.

He concluded:

“I consider that the proposed expansion of this hostel would be likely to significantly increase the disturbance endured by those living nearby.”

He next considered the apprehensiveness and insecurity of residents living in the vicinity of the hostel and stated that:

“Such harmful effects would be capable of being a material consideration provided, of course, that there were reasonable grounds for entertaining them; unsubstantiated fears - even if keenly felt - would not warrant such consideration, in my view.”

The Inspector found that residents’ apprehensions had some justification. Having considered the evidence, he referred to bailees fighting in the street, or moaning and mutilating themselves, or smashing crockery in private driveways and milk bottles in the road. These he described as “disturbing incidents”. Bailees had committed robberies

in the area and had broken into cars. Reference is made to “drunken, intimidating or loutish behaviour”. The Inspector stated:

“I consider that such occurrences give reasonable grounds for residents to feel apprehensive; and, the cumulative effect of such events could reasonably be expected to fuel a genuine ‘fear of crime’. That is recognised as a significant problem in its own right particularly if affecting the more vulnerable sections of the community, like some of the relatively elderly people here (Circular 5/94). I think that expansion of the hostel would increase the potential frequency of those occurrences and so exacerbate the ‘fear of crime’ that already exists.”

He noted that:

“Rowdy or raucous activity is particularly noticeable amongst the quiet drives and avenues of this neat suburban estate ¼ It would be hard to imagine a more incongruous juxtaposition. Quite apart from the fact that there are numerous instances where the identity of an occupant is crucial to the acceptability of a planning proposal (as Circular 11/95 clearly demonstrates), a defining characteristic of using land for a ‘probation and bail hostel’ is that it may provide accommodation for probationers or a particular category of bailee. The proposed extension inevitably increases the possibility of residents encountering more bailees. I consider that local people would thus have good reason to feel more apprehensive than they do now.”

The Inspector concluded as follows:

“Taking all those matters into account, I conclude that the expansion of this hostel would be likely to exacerbate the disturbance, and accentuate the fears of those living nearby, and so noticeably impair the living conditions that residents might reasonably expect to enjoy in an area like this.”

On the first issue, Mr Robert Griffiths QC, for the Committee, submits that apprehension and fear are not material planning considerations since they do not relate to the character of the use of land. Anti-social and criminal behaviour of some of the hostel residents on or near the land was not a material planning consideration. As Mr Griffiths put it, the isolated and idiosyncratic behaviour of some of the residents did not stamp their identity onto the use of the land. A distinction has to be drawn between the use of land and behaviour of people on and off the land. Moreover, apprehension and

fear cannot be measured objectively and provide no basis for establishing that there is demonstrable harm to interests of acknowledged importance. Anti-social or criminal behaviour should not be taken into account; the application should be considered on the assumption that the use of the land would be lawful and activities on it would not involve breaches of the law.

It is also submitted that, by his reference to “the identity of an occupant”, the Inspector misunderstood Circular 11/95. The Circular is concerned with planning conditions and provides only that, sometimes and exceptionally, the identity of the occupier of land may be relevant for the purpose of granting permission by attaching an occupancy condition where otherwise permission would have to be refused. It contains no warrant for refusing planning permission by reason of the identity of the occupier.

I say at once that I accept Mr Griffiths’ submission that, in the present context, reference to Circular 11/95 was inappropriate. Under the heading “Occupancy: general conditions”, paragraph 92 provides:

“Since planning controls are concerned with the use of land rather than the identity of the user, the question of who is to occupy premises for which permission is to be granted will normally be irrelevant. Conditions restricting occupancy to a particular occupier or class of occupier should only be used when special planning grounds can be demonstrated, and where the alternative would normally be refusal of permission.”

The following paragraphs of the Circular deal with a series of situations in which permission for development would normally be refused but there are grounds for granting it to meet a particular need. Examples are “granny” annexes ancillary to the main dwelling house, permission for a dwelling to meet an identified need for staff accommodation and permission to allow a house to be built to accommodate an



agricultural or forestry worker. Planning conditions which tie the occupation of the dwelling to the identified need will be appropriate. That principle has, in my view, no bearing upon the present issue as to whether permission can be refused because of the behaviour of bailees and I disagree with the judge on that point. However, I regard the Inspector's reference to the Circular as merely an aside which does not affect the acceptability of his reasoning.

S 70(2) of The Town and Country Planning Act 1990 requires a planning authority upon an application for planning permission to have regard *inter alia* to "material considerations". In *Stringer v Minister of Housing and Local Government* [1970] 1 WLR 1281 Cooke J stated at p 1295:

"In principle it seems to me that any consideration which relates to the use and development of land is capable of being a planning consideration. Whether a particular consideration falling within that broad class is material in any given case will depend on the circumstances. However, it seems to me that in considering an appeal the Minister is entitled to ask himself whether the proposed development is compatible with the proper and desirable use of other land in the area. For example if permission is sought to erect an explosives factory adjacent to a school, the Minister must surely be entitled and bound to consider the question of safety. That plainly is not an amenity consideration."

Cooke J cited the statement of Widgery J in *Fitzpatrick Developments Ltd v Minister of Housing and Local Government* (unreported) May 25 1965 that "An essential feature of planning must be the separation of different uses or activities which are incompatible the one with the other".

In *Westminster Council v Great Portland Estates plc* [1985] AC 661 at 670 Lord Scarman stated that:

"The test, therefore, of what is a 'material consideration' in the preparation of plans or in the control of development  $\frac{1}{4}$  is whether it serves a planning purpose:

see *Newbury District Council v Secretary of State for the Environment* [1981] AC 578, 599 per Viscount Dilhorne. And a planning purpose is one which relates to the character of the use of the land.”

Mr Bedford, for the Secretary of State, relies on two other authorities to demonstrate circumstances in which the impact of a development upon neighbouring land may operate as a material consideration. In *Finlay v Secretary of State for the Environment & Anor* [1983] JPL 802 the Secretary of State refused planning permission for use of premises as a private members club where sexually explicit films were shown. The Secretary of State regarded as an important consideration the fact that the residential use of a maisonette above the appeal site “shared its entrance with the exit from the cinema club. This fact, particularly in view of the nature of the films being shown, is likely to deter potential occupiers and could effectively prevent the occupation of this residential accommodation”. It was submitted that the Secretary of State had taken into account an immaterial consideration, namely the nature of the films being shown. Forbes J is reported as stating that:

“The Secretary of State was not saying ‘I dislike pornographic films’ what he was saying was a pure planning matter, namely if people show pornographic films downstairs, it was likely to be a deterrent to potential occupiers of the residential accommodation upstairs. That may mean that the accommodation may be difficult to let or use for residential purposes.

That seemed to him [Forbes J] to be a wholly unexceptionable way of looking at it from a planning point of view. In other words, that took, in his view, a planning judgment made by the Secretary of State with which the court should not interfere.”

In *Blum v The Secretary of State for the Environment & Anor* [1987] JPL 278, an enforcement notice was served in respect of a riding school. Upon an application for planning permission, the Inspector identified as the main issue whether or not a riding school use caused significant harm to the bridleway network in the adjoining public

open land and detracted from its visual amenities as part of a conservation area. He found that the very poor state of the network was attributable in large part to horses coming from the appeal site. Simon Brown J stated, at p 281, that he:

“recognised that a planning authority might very well place greater weight on questions of, for instance, highway danger, and to considerations of purely visual amenity but that was a very far cry from holding it immaterial and impermissible and an abuse of planning powers to have regard to the environmental impact of a development of this character upon the visual amenities of surrounding land.”

The relevance of public concern was considered by this Court in *Gateshead MBC v Secretary of State for the Environment* [1994] 1 PLR 85. A clinical waste incinerator was proposed and there was public concern about any increase in the emission of noxious substances, especially dioxins, from the proposed plant. Glidewell LJ, with whom Hoffman LJ and Hobhouse LJ, agreed stated:

“Public concern is, of course, and must be recognised by the Secretary of State to be, a material consideration for him to take into account. But, if in the end that public concern is not justified, it cannot be conclusive. If it were, no industrial - indeed very little development of any kind - would ever be permitted.”

In the recent decision of this Court in *Newport CBC v Secretary of State for Wales & Anor* (transcript 18 June 1997) an award of costs by the Secretary of State was challenged on the basis that the Inspector had been inconsistent in his reasoning on the question of public perception of danger from a proposed chemical waste treatment plant. Hutchison LJ stated that the Secretary of State had made an error of law in reaching a decision “on the basis that the genuine fears on the part of the public, unless objectively justified, could never amount to a valid ground for refusal”. (p 14E). Aldous LJ stated (p 15D) that the planning authority should have accepted “that the perceived fears, even though they were not soundly based upon scientific or logical fact, were a

relevant planning consideration”.

Mr Bedford relies upon the above statements to support his submission that public concern about the effect of a proposed development is a material planning consideration. The difference between *Glidewell LJ*, on the one hand, and *Hutchison and Aldous LJ* on the other, need not be resolved in the present case because the Inspector found that the fears were justified. Mr Griffiths submits that there is a distinction between fear of noxious substances emanating from a site and fear of antisocial behaviour. He also submits that the concession made in the *Newport* case that public perception is relevant to the decision whether planning permission should be granted (p 11A) should not have been made.

The manner in which the Inspector dealt with the second issue he identified, that of need, is also challenged in this appeal. It is submitted that the Inspector erred in going behind the judgment of the Committee and of the Home Office. Their view that there was a compelling need to provide more hostel places in the West Midlands should not have been subjected to investigation. The Chief Probation Officer for the West Midlands Probation Service gave evidence.

The Committee’s evidence, as summarised by the Inspector, was that demand for places exceeded supply by almost 13%. The Home Office had compelled the Committee to close two existing hostels with the loss of 31 beds. The Home Office had agreed with the proposed extension at Stonnall Road. It was one of the hostels identified for expansion. Extension would be physically possible at reasonable cost, the demand from local courts was high and the hostel is conveniently located. The other options were to create “cluster units”, where bailees are not under direct supervision or to

countenance less onerous bail conditions. Either possibility could expose the community to more risk from criminal elements.

The Inspector stated that he was not convinced that the inability to find accommodation for some of those referred necessarily indicated that there was a pressing need for additional hostel space. He did not find a compelling requirement to replace some of the 31 bed-spaces lost in the closure of the other hostels. He thought it inconsistent to claim that the spaces were essential when the Committee and the Home Office had implemented the closure without any guarantee that replacement spaces could easily be found. The lack of bed-spaces could not be regarded as an unacceptable impediment “since it must have been realised that an inevitable consequence of the hostel closures would be to deprive the courts of their capacity for however long it took to find suitable replacements”. The need for planning permission did not appear to have been countenanced.

Having made his analysis of need, the Inspector stated that “even if there is a need for more hostel space in the West Midlands I consider that there is little justification for providing more of it at Stonnall Road”. He concluded that the need to provide more places in bail hostels throughout the West Midlands would not provide a sufficiently cogent reason to warrant expansion of the hostel at Stonnall Road.

Mr Griffiths accepts that the Inspector was entitled to balance need for additional hostel spaces with other material considerations and to decide whether the need should be met on this particular site. What he was not entitled to do, Mr Griffiths submits, was to challenge the Committee’s assessment of the need itself. That was a wrongful intrusion into matters within the sphere of the Home Office and the Secretary of State

for the Environment (represented by the Inspector) should not thwart the policy of the Home Office.

A further, and separate, point taken by Mr Griffiths is that the Inspector should not have had regard to the “site selection” criteria in the Home Office Guidance Note.

Paragraph 2.0.3 reads:

“Finding a site in a suitable location for a hostel is not easy and can be very time consuming. The purpose of hostels is to enable residents to remain under supervision in the community so, as far as possible, hostels should be sited in areas where they can have good access to public transport, employment, social, recreational and other community facilities. This may not always be possible, but any selection of a site should take into account the possible impact of the hostel on local surroundings.”

The guidance was not intended for the Inspector, it is submitted, but for the Committee and was irrelevant to the Inspector’s function as a planning inspector. The Inspector formed the view that the Home Office’s own criteria were not met at the appeal site. In the Inspector’s opinion, for example, there was not “good access to public transport, employment, social, recreational and other community facilities”. (It is not submitted by the Secretary of State that the last sentence in paragraph 2.0.3 is relevant to the first issue in this appeal).

The Inspector also referred to Circular 5/94 when considering fear of crime. The Circular does not in my view throw light on whether such fear is a “material consideration” under the Planning Acts. The Circular is entitled “Planning out Crime” and is said to provide “fresh advice about planning considerations in crime prevention, particularly through urban design measures”. The Inspector, in the paragraph already set out, echoes the wording of paragraph A1 of the Circular where it is stated: “Fear of crime, whether warranted or not, is a significant problem in its own right, particularly

among those in the more vulnerable sectors of society, such as the elderly, women and ethnic minorities”. I regard that as an uncontestable statement but not one which throws light upon the present issue. As the title indicates, the Circular is concerned with the importance of security in the design of development. It is stated in paragraph 3 that “there should be a balanced approach to design which attempts to reconcile the visual quality of a development with the need for crime prevention”. That consideration has no bearing upon the present issue and the Inspector’s adoption of a part of the narrative in the Circular does not involve a misdirection upon the point at issue.

In considering the evidence in this case, I do not consider that the “disturbing incidents” and “occurrences” found by the Inspector to have occurred can be divorced or treated as a separate consideration from the concerns and fears of residents which he also found to be present. The fears arise from the disturbances and the Inspector was entitled to link them in the way he did in his conclusions. It is the impact of the occurrences upon the use of neighbouring land which is said to be relevant.

These propositions, relevant to the first issue, emerge from the authorities:

1. The impact of a proposed development upon the use of and activities upon neighbouring land may be a material consideration.
2. In considering the impact, regard may be had to the use to which the neighbouring land is put.
3. Justified public concern in the locality about emanations from land as a result of its proposed development may be a material consideration.

The contentious point in the present case is whether behaviour on and emanating from the development land in present circumstances attracts the operation of those

principles. The “particular purpose of a particular occupier” of land is not normally a material consideration in deciding whether the development should be permitted. (*East Barnet UDC v British Transport Commission* [1962] 2 QB per Lord Parker CJ at p 491).

A significant feature of the present case is the pattern of conduct and behaviour found by the Inspector to have existed over a substantial period of time. I include as part of that pattern the necessary responses of the police to events at the hostel. That behaviour is intimately connected with the use of the land as a bail and probation hostel. As analysed by the Inspector, it was a feature of the use of the land which inevitably had impact upon the use of other land in the area. On the evidence, the Inspector was entitled not to dismiss it as isolated and idiosyncratic behaviour of particular residents. The established pattern of behaviour found by the Inspector to exist, and to exist by reason of the use of the land as a bail and probation hostel, related to the character of use of the land, use as a bail and probation hostel. Given such an established pattern, I would not distinguish for present purposes the impact of the conduct upon the use of adjoining land from the impact of, for example, polluting discharges by way of smoke or fumes or the uses in *Finlay* and *Blum*. There can be no assumption that the use of the land as a bail and probation hostel will not interfere with the reasonable use of adjoining land when the evidence is that it does. Fear and concern felt by occupants of neighbouring land is as real in this case as in one involving polluting discharges and as relevant to their reasonable use of the land. The pattern of behaviour was such as could properly be said to arise from the use of the land as a bail and probation hostel and did not arise merely because of the identity of the particular occupier or of particular



residents.

If that is right, it is a question of planning judgment what weight should be given to the effect of the activity upon the use of the neighbouring land. (*Tesco Stores v Secretary of State for the Environment* [1995] 1 WLR 759 per Lord Hoffman at p 780F). The weight to be given in that context to the more intensive use of the hostel proposed by the development at issue is also a question of planning judgment.

Before expressing general conclusions, I turn to the second issue. Had the proposal been by a private developer for residential or shopping use, for example, it would have been open to the Inspector to consider need as a material consideration. Mr Griffiths relies on the fact that the Committee are a statutory body acting under the statute and Government guidelines and he submits that different considerations apply.

I regard it as a significant feature of the present case that, neither in their evidence given by the Chief Probation Officer, nor in their submissions, did the Committee seek to limit the scope of the Inspector's investigation of need. The witness was cross-examined upon need in the usual way. It is not suggested that a statement of Government policy, not susceptible to challenge, was placed before the public local inquiry. That being so, I am not surprised that the Inspector conducted enquiries into need as he did.

The question of the extent to which policy matters may be investigated at a public local inquiry was considered by the House of Lords, in the context of road proposals, and in different circumstances, in *Bushell v Secretary of State for the Environment* [1981] AC 75. In the present context, there is a potential clash of interest between the Secretary of State for the Environment and the Secretary of State for the

Home Department and it may fall for consideration whether there are matters of Home Office policy which ought not to be subject to challenge at a local public inquiry into a planning appeal. Upon the procedure followed in this case, however, I do not consider that the Inspector can be criticised for adopting the course he did.

In any event, the Inspector directed his attention to development on the particular site and, subject to the Committee's subsidiary point, he stated his conclusion in terms that, even if the need existed, there was "little justification for providing more of it at Stonnall Road". He added, in relation to meeting the need, that "a location like this one, on the very edge of a small town and in the sort of quiet suburb where the impact of the hostel must be particularly apparent, would be incongruous". That was a proper approach for a planning inspector to take. I could not envisage a Home Office policy statement which in effect directed the Secretary of State for the Environment to provide for the need at a particular location as distinct from identifying the need. I do express the view that the extent of the Inspector's assumed power to challenge Home Office policy, and indeed criticise it as inconsistent, may be scrutinised in a future case. His conduct does not however invalidate the conclusion he reached in this case. His finding was based upon the application of planning criteria to a particular site and followed a procedure at the Inquiry to which no objection was taken.

The Committee's further submission is in relation to the use made by the Inspector of the site selection criteria, already cited, in the Home Office Guidance Note. The criteria included matters which an Inspector may properly regard as material planning considerations. They may be intended for guidance of committees seeking to establish hostels but, in so far as the considerations set out are material planning

considerations, I see no reason why the Inspector should not adopt them, if he sees fit, in considering whether the development on the site should be permitted. He is not obliged to assume that the particular site, from the planning point of view, meets the planning criteria stated by the Home Office.

The Inspector's application of the criteria in the Guidance Note to the appeal site was also attacked on *Wednesbury* grounds. His conclusions were in my view within the range permitted as a matter of planning judgment.

The Inspector expressed as his general conclusion that "the need to provide more places in bail hostels throughout the West Midlands would not provide a sufficiently cogent reason to warrant expansion of the hostel at Stonnall Road". For the reasons I have given, and in agreement with the judge, that was in my judgment a conclusion he was entitled to reach and I would dismiss this appeal.

SWINTON THOMAS LJ

I agree.

HIRST LJ

I also agree.

Order: Appeal dismissed with costs; application for leave to appeal to the House of Lords refused.

Order not part of the judgment of the court

## **APPENDIX 5**

C1/2004/2427, Neutral Citation Number: [2005] EWCA Civ 859

IN THE SUPREME COURT OF JUDICATURE  
IN THE COURT OF APPEAL (CIVIL DIVISION)  
ON APPEAL FROM THE HIGH COURT OF JUSTICE  
ADMINISTRATIVE COURT  
Mr Justice Sullivan  
Co/4241/2004

Royal Courts of Justice  
Strand, London, WC2A 2LL

Thursday 21st July, 2005

B e f o r e:

LORD JUSTICE BUXTON,  
LORD JUSTICE SEDLEY  
AND  
MR JUSTICE RIMER

-----

N.SMITH

Appellant

- v -

THE FIRST SECRETARY OF STATE MID-BEDFORDSHIRE DISTRICT COUNCIL  
Respondent

-----

(Transcript of the Handed Down Judgment of  
Smith Bernal Wordwave Limited, 190 Fleet Street  
London EC4A 2AG  
Tel No: 020 7421 4040, Fax No: 020 7831 8838  
Official Shorthand Writers to the Court)

Mr Marc Willers (instructed by South West Law) for the Appellant  
Mr Andrew Sharland (instructed by The Solicitor to HM Treasury) for the First  
Respondent  
Mr Eian Caws (instructed by the Director of Legal Services, Mid-Bedfordshire  
District Council) for the Second Respondent

J U D G M E N T  
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## **Lord Justice Buxton :**

### *The nature of the case*

1. This is an application for permission to appeal, with appeal to follow if permission granted, against a decision of Sullivan J on an application to him under section 288 of the Town and Country Planning Act 1990. The complaint before the judge was against his dismissal of the claimant's, now applicant's, appeal against a planning inspector's refusal of his appeal from a decision of the second respondent refusing permission for a gypsy caravan park at Woodside Caravan Park, Hatch, Bedfordshire [Woodside]. The proceedings are thought to raise issues of general importance about planning policy in relation to gypsy caravan sites.
2. The history can be succinctly stated in the terms adopted by the judge in paragraphs 3–8 of his judgment:
3. "Since the site had been used as a gypsy caravan park since 1998, the inspector treated the appeal as being made against a refusal to retain the four plots on the site which were occupied by four family groups.
4. Woodside Caravan Park comprises two parts: the back or northern field and the front or southern field fronting onto Hatch Road. Access from Hatch Road runs through the southern field to the northern field. The inspector summarised the lengthy planning history of the site in paragraph 17 of the decision letter. So far as relevant for present purposes, the history is as follows. The most recent occupation of the site by gypsy caravans began in 1998, when caravans were brought onto the site and various works, such as the construction of hard-standings and roadways, were undertaken. On 1<sup>st</sup> October 1998 the Council served an enforcement notice, stop notices were also served, but development continued and resulted in a layout of some 27 plots. Appeals were made against the enforcement notices and in a decision letter dated 29<sup>th</sup> June 1999 an inspector dismissed those appeals and upheld the enforcement notice. In doing so, the inspector extended compliance with the notice to a period of 12 months and suggested that consideration should be given to the possibility of approving a smaller site with substantial additional landscaping.
5. In a decision letter dated 8<sup>th</sup> January 2001, an appeal relating to 22 pitches on the site was dismissed. The inspector concluded that the site was a noticeable and incongruous feature in the countryside and on a scale that would not be small enough to avoid harm to the countryside. He felt that it would be possible to meet some of the need for gypsy accommodation in the district by what he called a "genuinely smaller scale gypsy site".
6. In due course applications for planning permission were made to retain 11 plots on that part of the site comprising the northern field. Those applications were refused. There were further appeals, and in a decision letter dated 20<sup>th</sup> June 2002 those appeals were dismissed by the Secretary of State following an inspector's report. In his decision letter, the Secretary of State said that he shared the inspector's view that a reasonable interpretation of a "much reduced site" could be a caravan park on the southern field forming a limited extension to Hatch and screened behind substantial

landscaping but, the Secretary of State said, significantly different considerations applied to the northern field.

7. In June 2002 the High Court granted an injunction requiring the removal of all the occupants from the site, both the northern and southern fields. The injunction was to come into effect on 1<sup>st</sup> November 2002, but so far as the southern field was concerned a stay was granted pending the outcome of the appeal which is the subject of this application.
8. By the time the inspector considered the appeal at an inquiry held between 30<sup>th</sup> March and 1<sup>st</sup> April 2004, the occupants of the northern field had been removed and all of the plots had been cleared, with the exception of one of them.

### *The inspector's decision*

3. In paragraph 19 of the decision letter the inspector identified six main issues arising from the proposed continued use of the site as a gypsy caravan park, namely whether that use would: (i) unacceptably spoil the character and appearance of the countryside, or (ii) harm the amenities nearby residents might reasonably expect to enjoy, or, (iii) undermine important policy aims relating to the provision of sites for gypsies, or, (iv) exacerbate flood risks, or, (v) meet a need for further gypsy sites that should be met here, or, (vi) meet the special needs of specific gypsy families.
4. The inspector concluded that the needs of the residents on the site were outweighed by what he saw as the serious harm that the site would cause. Of that, he said at paragraph 57 of his report:

"Because I cannot be certain that adequate drainage arrangements can be secured or properly maintained, a risk from flooding and the possibility of pollution remains. And, it seems to me that the size, position and origins of the site would combine to swamp the hamlet, harm the amenities nearby residents might reasonably be expected to enjoy, and give grounds for resident[s] to be apprehensive that previously experienced problems might recur. The character and appearance of the countryside here would also be altered irrevocably. For those reasons, the retention of [Woodside] would not just be harmful, it would also be contrary to the relevant planning policies emerging here. And given the origins and continued unlawful occupation of the site I consider that its retention would serve to undermine fundamental aims of Government policy"

The judge was satisfied that the inspector had set out his reasoning in clear and adequate detail; was entitled to take a different view from that of his predecessors; and had made no error of law. He therefore dismissed the appeal.

*This application*

5. In the appeal that is sought to be brought in this court complaint is made of three elements in the inspector's reasoning. It is right to say that the Notice of Appeal dealt with these matters in terms very different from, and much more attenuated than, the form that they took both in Mr Willers's skeleton argument and in the debate before the court. With some hesitation, we permitted the application to be extended in this way, as we were satisfied that the respondents had had adequate opportunity to understand, and to respond to, the way in which the case is now put. The three errors said to have been committed by the inspector, each of which separately is said to have been sufficient to undermine his order, can be stated, at the moment for purposes of identification only, as (i) the fear of crime issue; (ii) the shift from authorised to unauthorised sites issue; and (iii) the competition for local work issue. I will consider those in turn.

*Fear of crime*

6. Under the heading of "residential amenities" the inspector first, at paragraph 25 of his report, recorded the finding summarised in his paragraph 57 (see paragraph 4 above) that the scale of the proposed development "would still be sufficient to swamp the hamlet and so alter the perception of those living within it". He then referred to particular difficulties between the inhabitants of Woodside and the occupier of an immediately adjoining property, which he thought (paragraph 26) to arise from "the juxtaposition of two largely incompatible land uses". Neither of those conclusions is the subject of appeal.
7. The inspector then turned to past complaints about crime and vandalism since the Woodside site was created, and fears that such would continue. Those were the "grounds for resident[s] to be apprehensive that previously experienced problems might recur" to which the inspector referred in his summary in paragraph 57 of his report. The judge cited the inspector's reasoning on this point in full, and so must I. He said in his paragraphs 27–28 that at all three previous Inquiries:

"evidence was submitted of increased crime, trespass, vandalism and anti-social behaviour since the Woodside caravan park was set up. The last inspector was satisfied that the residents of Hatch were then being subjected to levels of nuisance and disturbance which was unacceptable and absent prior to the establishment of the encampment. The catalogue of police incidents submitted to me supports that view. But, it is also clear that more recently, and since the partial implementation of the injunction, the number of incidents has substantially decreased. At first sight the schedule appears to indicate that the removal of the gypsies from the land to the north has resulted in an almost complete absence of police attendance at Woodside. However, PC Knowles enumerated 5 occasions (excluding the one that might have related to activities on the fields beyond the poplar plantation) between August 2003 and March 2004 when police inquiries or 'complaints' to the force were associated with the site in some way. Unfortunately, the evidence presented does not distinguish between incidents associated with those remaining on the northern land and



the appeal site. Indeed, there was nothing to link any incident with the appellants. Nevertheless incidents continue to occur.

28. The fear of crime is capable of being a material consideration, as is clear from the *West Midlands Probation Committee v SSE and Walsall MBC* (1997) JPL 323. In the present case the continued occurrence of incidents involving the police provides some grounds for residents to remain apprehensive about the prolonged existence of this gypsy caravan site. Moreover, residents have previously experienced some quite alarming events, one involving over 100 officers, of whom 18 were armed, backed up by 3 dog handlers and a helicopter. In those circumstances I do not find it surprising that they should express some apprehension that apparently quite innocuous inquiries might herald the on-set of something more disturbing. Even more so as the limited level of occurrences that now persists seems to me to be well in excess of what might ordinarily be expected in a small rural hamlet such as this."

The judge held that on the basis of that evidence the residents' fears could not possibly be said to be unjustified, or based on pure prejudice. Although the number of incidents had substantially decreased, they had continued.

8. The Inspector correctly cited the *West Midlands Probation Committee* case, as the ruling authority in this court. That case concerned a bail and probation hostel, which had attracted numerous visits by the police, and given rise to a fear of crime. That diminished the amenity of the area. Giving the judgment of this court, Pill LJ, at p395 held that justified public concern in the locality about emanations from land as a result of its proposed development may be a material consideration, but that the "particular purpose of a particular occupier of land" is not normally a material consideration in deciding whether the development should be permitted. He continued:

"A significant feature of the present case is the pattern of conduct and behaviour found by the Inspector to have existed over a substantial period of time. I include as part of that pattern the necessary responses of the police to events at the hostel. That behaviour is intimately connected with the use of the land as a bail and probation hostel. The established pattern of behaviour found by the Inspector to exist, and to exist by reason of the use of the land as a bail and probation hostel, related to the character of the use of the land, use as a bail and probation hostel. Given such an established pattern, I would not distinguish for present purposes the impact of the conduct upon the use of adjoining land from the impact of, for example, polluting discharges by way of smoke or fumes. Fear and concern felt by occupants of neighbouring land is as real in this case as in one involving polluting discharges and as relevant to their reasonable use of the land. It is a question of planning judgement what weight should be given to the effect of the activity on the neighbouring land "

9. I respectfully draw from that guidance the conclusions that (i) fear and concern must be real, by which I would assume to be required that the fear and concern must have some reasonable basis, though falling short of requiring the feared outcome to be proved as inevitable or highly likely; and (ii) the object of that fear and concern must be the use, in planning terms, of the land. As we have seen, Pill LJ went to some trouble to demonstrate that it was the use of the land as a bail hostel, and not just the behaviour of some of the hostel's occupants, that grounded the legitimate concern: however much that behaviour was relied on to demonstrate the nature and likely effect of that use.
10. The inspector's approach in our case therefore presents two problems. First, not only had the number of incidents diminished, but those reported to the enquiry could not be reliably attributed either to the appeal site or to the applicants. Second, it was necessary in order to take these incidents into account to attribute them not merely to the individuals concerned but also to the use of the land. But a caravan site is not like a polluting factory or bail hostel, likely of its very nature to produce difficulties for its neighbours. Granted that the evidence of recently past events attributable to the site was sparse, or on a strict view non-existent, the fear must be that the concern as to future events was or may have been based in part on the fact that the site was to be a gypsy site. It cannot be right to view land use for that purpose as inherently creating the real concern that attaches to an institution such as a bail hostel.
11. Because of this difficulty, and the state of the evidence, the issue of fear of crime needed in this case to be very carefully explored. If the concern for the future rested not wholly on extrapolation from past events, but at least partly on assumptions not supported by evidence as to the characteristics of the future occupiers, then in accordance with the guidance contained in the *West Midlands* case it could not be taken into account.
12. These points were not put to the judge in quite this way. If they had been, I have little doubt that he would have held that the evidence before the inspector did not suffice to establish real concern of the kind that the authorities require before that concern can enter into the planning judgement.
13. Mr Sharland sought to counter this difficulty by pointing out that investigation of the fear of crime formed part of the inspector's analysis of the "residential amenities" issue. He had already determined that to grant permission would unreasonably interfere with the residential amenities of the area before he came to the fear of crime issue: see paragraph 6 above. He would therefore have determined that permission should be withheld on amenity grounds even if he had come to a different conclusion about the fear of crime. I cannot accept that argument. Although listed for convenience as an amenity issue, fear of crime was plainly regarded by the inspector, as it had been by the objectors, as a discrete, and important, issue. That is shown by the summary of his conclusions in paragraph 57 of his report: see paragraph 4 above. Whether the inspector would have come to the same final decision if he had taken a different view of the issues complained of in this appeal, including fear of crime, is a

question that I shall have to consider at the end of this judgment. But it is a question that has to be assessed in the context of the inspector's determination as a whole.

14. This aspect of the determination is also important when addressing the other two issues in this appeal. Although they have to be taken separately, both of them arose in the context of the inspector's consideration of whether there was an established need for another gypsy site in Mid-Bedfordshire; or, if there was that need, whether there was a need for the site to be provided at Woodside. The issue of need arose because of what the inspector had found to be valid objections to Woodside. Those objections might be balanced out by demonstrating need for accommodation that would be fulfilled by provision at Woodside; but in those circumstances it was for the applicants to prove the need.

*Shift from authorised to unauthorised sites*

15. The inspector found, and the judge held that he was justified in finding, that there had been a history of movement from authorised to unauthorised caravan sites. The judge said that it was a matter for him what weight he gave to that fact. The inspector explained the point in his paragraph 47 as follows:

"I am also concerned that the data derived from the last 5 counts of gypsy caravans in the District seems to indicate a shift of caravans from authorised sites to unauthorised encampments. No one could provide an explanation at the Inquiry. Hence, I simply observe that there is a large reduction of caravans on authorised sites indicated by the count undertaken in July 2002 and a modest increase in unauthorised encampments. The decline in the latter shown by January 2003 clearly reflects the injunction at Woodside. But, by July 2003, not only had the number of caravans on unauthorised sites almost returned to previous levels, but also the number on authorised sites was substantially below levels that had previously been achieved. In the absence of any proffered information to the contrary, this seems to me to reflect a reduction in the use of authorised sites in favour of unauthorised encampments. I am not prepared to support such a trend, which in my view can only serve to undermine local and national policies to provide sites for gypsies. And, of course, it must follow that the number of unauthorised encampments in the District would be most unlikely to be a direct reflection of the need for additional gypsy caravan sites."

16. The inspector therefore drew two conclusions. First, the flight from authorised sites in the district supported the doubts that he had already expressed about the need for further such sites. Second, there was a danger that a grant of planning permission would undermine government policy to direct gypsy caravans to authorised sites. Mr Willers took us to the figures, in greatly more detail than he appears to have done before the judge, and argued that, properly understood in the context of seasonal

migration, they did not support the existence of a "trend". There is, however, a more fundamental difficulty than that about both of the inspector's conclusions.

17. The figures were "snapshot" counts of vehicles at particular points in time, which said nothing about where the caravans had come from, or whether and if so why caravans had left authorised sites to go on to unauthorised sites. These figures therefore told one nothing about demand for authorised sites. That might be established by a count of vacancies on authorised sites, but the Decision Letter did not rely on any such evidence. Second, it might seem a paradox that the transformation of Woodside from an unauthorised to an authorised site (Mr Sharland, for the Secretary of State, having confirmed that in terms of government policy Woodside, with planning permission, would count as authorised) could be opposed as undermining governmental policy as to the extension of authorised sites. I do not exclude the possibility of such an argument, but it needed to be made in much more detailed and expositive terms than are adopted in the Decision Letter.

#### *Competition for local work*

18. Having found that need for further sites in Mid-Bedfordshire had not been established, the inspector continued in his paragraph 48:

"But, even if a general need for additional gypsy caravan sites were to be identified in Mid Bedfordshire, there are good reasons for not seeking to provide it here. This particular part of the District already serves as the principle location for almost all the authorised provision for gypsies. The 2 main 'private' sites at Cartwheel and Talamanca lie just to the west of Sandy beside the A1(T), barely 1.5 km to the north. The main 'public' site is at Potton, roughly 5 km to the east of Sandy. The other sites in the District are only for single family occupation. One has recently been permitted to the south of Biggleswade, another exists to the west of Letchworth and another is at Houghton Conquest. It is thus clear that almost all the authorised provision for gypsy accommodation in the District is in the vicinity of Sandy. The evidence from HRAG is that, at the first Inquiry, the Gypsy Liaison Officer indicated that the over-provision of sites in this part of the District was a defect in relation to the location of Woodside. The site was described as being too close to Cartwheel and Talamanca, risking undue competition for local work and potential conflicts between gypsy communities. In my view, this is yet another reason why the appeal site is not suitable for a location for a gypsy encampment."

19. The evidence referred to had been given in written form to the first inquiry. The witness had not been available for cross-examination either then or before this inspector, and therefore had not explained what she meant by her fears of "conflicts" between gypsy communities. Mr Caws very frankly said that the only sensible meaning that could be given to the word in its context was of social hostility or even physical violence between gypsies. The inspector should not have accepted this startling reason for refusing to meet need without a great deal more understanding of its meaning and implications.

20. Here again, the fundamental objection to this point does not seem to have been put to the judge, who was invited merely to reconsider the factual position as to work–habits of the potential inhabitants of Woodside. Had the matter been put to him as it was to us I doubt if he would have felt able to support this part of the inspector's determination.

*The effect of my findings about the Decision Letter*

21. I therefore find that in three respects the inspector relied on considerations that were not properly open to him. What is the effect of that upon his determination as a whole: which, as we have seen, contained further weighty objections to the development that have not been and could not have been appealed? Mr Caws very properly took us to the decision of this court in *Simplex v Secretary of State for the Environment* (1988) 57 P&CR 306, in relation to, in that case, factual errors made in a ministerial decision. At p 327 Purchas LJ said, with the agreement of Sir Roualeyn Cumming–Bruce, that

"it is not necessary×to show that the Minister would , or even probably would, have come to a different conclusion. [The appellant] has to exclude only the contrary contention, namely that the Minister necessarily would still have made the same decision."

22. If we apply that test, I do not think that it can be said that the inspector would necessarily have seen the detrimental factors in this application as dispositive had he not concluded as he did on the matters that I have ventured to criticise. The issue is however put out of contention by a further element in his decision.

23. When the inspector summarised the serious harm that he found in the application, as set out in his paragraph 57 cited in paragraph 4 above, he did so to demonstrate that that harm was not offset by the particular needs that he had identified: see paragraph 58 of his determination. Those particular needs were not the need for further gypsy provision in general, so far discussed, but the educational and medical needs of some of the children resident on the site. He described these in his paragraphs 54 and 55:

"the conditions of Mary and Lydia are cause for serious concern. Particularly in Lydia's case, the consultant recommends close supervision by her GP on a regular basis to avoid frequent admissions to hospital. Mary has also been admitted to Bedford Hospital. [55] Retention of [Woodside] would, therefore, help to meet some particular needs of at least 4 people in 3 of the gypsy families on the site. It would allow Isaac and Jason to continue at a school into which they appear to have settled, it would forestall future bouts of serious depression and it would enable necessary close medical supervision to continue. These important considerations need to be weighed in the balance with the matters previously considered"

24. The inspector thus gave proper and sensitive weight to the pressing and serious needs of some very disadvantaged children. I would expect such considerations also to weigh with the Secretary of State. It would do a serious disservice to the inspector to conclude that he would necessarily have found against those needs if significant elements in the factors that he had placed in the balance against them were to be removed.

*Disposal*

25. I would grant the application; allow the appeal; quash the inspector's determination; and remit the application for re-consideration by the Secretary of State.

**Lord Justice Sedley:**

26. I agree.

**Mr Justice Rimer:**

27. I also agree.

## **APPENDIX 6**

### Distances to schools from other Serco managed properties

The information has been collected on 14<sup>th</sup> April 2023, using Google Maps and shows the shortest walking distance by footpath and walking distance time in minutes in brackets.

Facility	Schools within an approximate 500 metre radius
Laverstoke Court, Derby	<ol style="list-style-type: none"> <li>1. Derby Academy – 0.9 miles (19 minutes walk)</li> <li>2. Beckett Primary School – 0.5 m (9 minutes)</li> <li>3. Derby Cathedral School – 0.2 m (4 minutes)</li> <li>4. Derby Montessori School – 0.5 m (9 minutes)</li> <li>5. The Bemrose Primary &amp; Secondary School 0.6 m (10 minutes)</li> <li>6. Ashgate Nursery School 0.6 miles (13 minutes)</li> </ol>
Birley Court, Liverpool	<ol style="list-style-type: none"> <li>1. Lipa Primary School – 0.4 miles (8 minutes)</li> <li>2. Abercromby Nursery – 0.4 miles (8 minutes)</li> <li>3. St. Margaret of Antioch C of E Primary School – 0.2 miles (4 minutes)</li> <li>4. Princes Road Day Nursery School – 0.2 miles ( 4 minutes)</li> <li>5. Windsor Community Primary School – 0.3 miles (7 minutes)</li> <li>6. St. Patrick's Catholic Primary School – 0.4 miles (9 minutes)</li> <li>7. Hope School – 0.4 miles (8 minutes)</li> </ol>
Greenbank Court, Liverpool	<ol style="list-style-type: none"> <li>1. Greenbank Primary School – 0.4 miles (9 minutes)</li> <li>2. Christian Fellowship Nursery School – 0.6 miles (11 minutes)</li> <li>3. St. Hilda's C of E School – 0.5 miles (10 minutes)</li> </ol>
Seiont House, Liverpool	<ol style="list-style-type: none"> <li>1. Clarendon Nursery School – 300ft (1 minute)</li> <li>2. Holy Family Catholic School – 0.2 miles (4 minutes)</li> <li>3. St. Gabriel's C of E School 0.3miles (7 minutes)</li> <li>4. St. Silas C of E School – 0.3 miles (6 minutes)</li> <li>5. Tab Pre-School 0.2 miles (5 minutes)</li> </ol>
Stone Road, Birmingham	<ol style="list-style-type: none"> <li>1. James Brindley Academy 0.5 miles (10 minutes)</li> <li>2. St..Thomas Children's Centre 0.5 miles (9 minutes)</li> <li>3. David Gretton Nursery 0.4 miles (9 minutes)</li> <li>4. Lilian De Lissa Nursery 0.3 miles (7 minutes)</li> <li>5. Cheeky Monkeys Day Nursery 0.1 miles (2 minutes)</li> <li>6. Oasis Academy Woodview 0.1 miles (3 minutes)</li> <li>7. West House School 0.5 miles (9 minutes)</li> <li>8. St. Thomas Centre Nursery School 0.4 miles (8 minutes)</li> </ol>