asylum matters

The Advice, Issue Reporting and Eligibility Contract (AIRE)

A Guide



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This guide is a resource for support agencies and voluntary projects aiming to understand the framework for the asylum <u>Advice</u>, <u>Issue Reporting and Eligibility Contract</u> (AIRE). We hope it will assist workers to help people seeking asylum to know their rights and to hold the provider to account, in accordance with the contractual framework.

The Advice, Issue Reporting and Eligibility Contract (AIRE) governs the relationship between the Home Office and the contractor provided to give advice and assistance to people seeking asylum in understanding the asylum support system, across the UK. The contract has been awarded to the Provider, Migrant Help. Detailed specifications on the services which have to be provided are set out in the Statement of Requirements for the Advice, Issue Reporting and Eligibility Contract, which can be found at: http://data.parliament.uk/DepositedPapers/Files/DEP2018-1112/AIRE_Contract-Schedule 2-SoR - HOC Published.pdf

At the same time, seven contracts governing the relationship between the Home Office and the three companies contracted to provide asylum accommodation were awarded (the **Asylum Accommodation and Support Contracts - AASC**). A separate guide has been produced to cover the specifications of the AASC contract. We refer to them here with respect to the obligations of the Accommodation Providers to work with Migrant Help in providing support to people seeking asylum.

We have produced posters to accompany these guides. They set out the Service Standards for the AIRE Provider, Migrant Help, and the service standards for reactive maintenance for the Accommodation Providers.

Both AIRE and AASC contracts are between the Secretary of State for the Home Department ('the 'Authority') and the Providers. For the purposes of this booklet, we refer to 'the Authority' as the Home Office, the common name for the Department under the control of the Secretary of State for the Home Department.

This guide does not cover everything in the AIRE Statement of Requirements, and the wording in the Statement of Requirements has often been abridged or amended for ease of reading. Please always refer to the original Statement of Requirements for an accurate and full reproduction.

We recommend that users of the guide use the hyperlinks in the contents to go straight to the section of interest!

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I. Introduction

The AIRE contract was awarded to Migrant Help on 8th January 2019.¹ This marked the beginning of a "mobilisation and transition period", which culminated in the contract coming fully into effect on 1st September 2019. The contract runs in the first instance for four years from this date, until 31st August 2023.² It is open to the Home Office to extend the contract for two separate periods of three years each, by notifying Migrant Help, in writing not less than six months before the expiry of the contract.³ The contract can run for a maximum of ten years (until 31 August 2029). It has a total value of £ 235 000 000 over a ten year period.⁴

The strategic aims of the contract are:

- "Service Users who are eligible for Asylum Support are able to access support and are able to notify the Authority [the Home Office] of changes in their needs and circumstances;"
- "Service Users are provided with information and advice, both proactively and reactively, to enable them to transition effectively through the Asylum System; and
- "Service Users are able to report issues, requests for assistance and complaints reliably to a single contact point."

The aim of the AIRE service, specified in the <u>Statement of Requirements</u>, is to "provide impartial and independent information, advice, guidance and assistance to help Service Users to understand and navigate the Asylum Support System effectively."⁶

What does the AIRE contract cover?

The contract covers the provision of **advice and guidance**, **issue reporting**, and **eligibility** assistance to people seeking asylum.

Advice and Guidance. This is the "provision of information and assistance to Service Users [...] such that Service Users have the information required to help them navigate the Asylum System effectively as their asylum claims are processed." It includes information and advice on the asylum process; the Asylum Screening Interview; the Substantive Interview; Change of Circumstances; eligibility for additional Asylum Support; information post positive asylum decision, and information post negative decision.

Issue Reporting, Feedback and Complaints. This is "the provision of an accessible and reliable single point of contact for Service User queries and reports of issues, feedback, requests for assistance and complaints." It includes recording and classifying requests for assistance, the recording of and referral of accommodation maintenance issues, issues with accommodation providers and the asylum support payments provider, and the recording, and classification of complaints, as well as acting as a point of escalation for complaints about the Accommodation Providers or Asylum Support Payments Provider.

Eligibility. This is "the provision of information and assistance to Service Users to help them to access Asylum Support." It includes information and advice to people entering initial accommodation (Section 98 accommodation) or applying for Asylum Support; assistance to complete and submit Section 95 and Section 4 Asylum Support applications, as well as quality assurance of these applications; information and assistance to people whose applications have been rejected as incorrectly completed, or who may have been wrongly refused; and managing the distribution of Asylum Support Payment Cards (ASPEN) cards, as well as helping people to understand how to use them and what to do if they are lost or stolen, or a payment is missed.

The contract does **not** cover the provision of services to Unaccompanied Asylum Seeking Children, advocacy regarding the outcome of an asylum claim, or the provision of legal representation about the grounds for an asylum claim or appeal against a decision to refuse asylum or asylum support.

Migrant Help is contracted to provide all of its services during working hours, and in addition has to ensure that the following services are available 24 hours a day, 365 days a year:

- A reliable and accessible Point of Contact for Service Users to report complaints with any Asylum Support Services, and refer these reports to the relevant party for resolution;
- A reliable and accessible Point of Contact for Service Users to report **maintenance issues**, and refer these reports to the relevant party for resolution;
- A reliable and accessible Point of Contact for Service Users to report safeguarding concerns
 or high-priority/safety critical requests for assistance, and refer these reports to the
 relevant party for resolution.¹⁰

It is contracted to provide all of its services to relevant Service Standards, which are reproduced in the poster which accompanies this guide.

AIRE provider's relationship with the Home Office

Migrant Help is under an obligation to ensure that they and their subcontractors do not take any action which may adversely affect the Home Office, do not misrepresent the Home Office, act professionally, provide appropriately experienced and trained personnel, comply with the law and follow all reasonable instructions from the Home Office.¹¹

What are the structures set up to manage the contract?

The contracts are managed through **key representatives** appointed by the Home Office and Migrant Help.¹² **Senior Representatives** meet at least once a year to discuss the overall performance of the Provider, and more frequently if required.¹³ The **Commercial Manager** or **Contract Manager** acts as the principal liaison for the contracts.¹⁴ There are **monthly meetings** to review performance¹⁵ and the Provider has to deliver a monthly "Performance Report."

In addition, a "Strategic Review Management Board" is responsible for the strategic direction of the contract. This board meets at least quarterly to discuss the relationship between the Parties to the contract, with the AIRE provider submitting both a performance report, and financial reporting in advance of the meeting.¹⁶

There are also meetings of an **"Innovations and Gain Share"** board, whose job it is to identify opportunities for improvement and cost reduction in the delivery of services and which must meet at least twice a year.¹⁷

Performance Standards and Performance Management Regime

All services defined in the <u>Statement of Requirements</u> have to be delivered to the relevant **Performance Standards**. These are primarily a management tool to be used by both Migrant Help and the Home Office for the purpose of the day-to-day management of service delivery. Migrant Help has to monitor their performance against these standards and maintain a full and auditable record, in a form which they can evidence to the Home Office. They are liable and accountable for the performance of any sub-contractor or agent. Description

The standards contribute to the **Key Performance Indicators** (KPIs). 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 Home Office for losses which it suffers as a result of failures in service performance. The Provider has to monitor the KPIs and report the degree to which they have been met.²¹

In the event that Migrant Help does not meet the KPI targets, it will be subject to Service Credits (amounts deducted from payments) commensurate with the level of failure.²² The Home Office has the right to waive the application of Service Credits, in part or in full, where mitigating circumstances for a performance failure exists and they have been accepted by the Home Office.²³ This regime does not apply during the first three calendar months from the Contract Effective Date (the 'Grace Period'). They apply after this period, unless the Grace Period is extended.²⁴

In instances where there are multiple or persistent failures to meet KPIs, the Home Office may brand this as a "Total Service Failure" or "Persistent Failure". In these instances, the Provider has to identify the reasons for this and develop and implement a Remedial Plan. ²⁵ If Total Service Failures or Persistent Failures occur, the Home Office retains the right to recover additional operational and/or administrative costs and expenses arising. ²⁶

Treatment of people seeking asylum

Migrant Help is required to understand the background and needs of Service Users, and understand that some will have particular characteristics, vulnerabilities and/or special needs. In particular, they are required to acknowledge and agree that Service Users may:

- be individuals who appear to be, or are likely to become, destitute;
- need to be managed with sensitivity. They may have suffered trauma, be suspicious or frightened of authority figures and/or be afraid of other Service Users and strangers;
- not have English as their first language, or not speak English at all, and therefore may require interpretation services; and/or
- be individuals, couples or family units. The size of the family units may range from single parent families to larger extended families.

Migrant Help is required to further acknowledge and agree that some Service Users will have particular characteristics, which may include, but not limited to:

- physical disabilities;
- mental illness and disabilities;
- medical conditions;
- age related characteristics; and/or
- other characteristics related to Service Users having specific needs or being at risk²⁷

The service provided has to take Service User characteristics and needs into account. This has to include ensuring that methods for the delivery of services to clients are in a form which are accessible for the Service User, which appropriately reflect their needs and are delivered in a manner which the Service User can understand.²⁸ The Provider is required to treat all Service Users in a polite and courteous manner recognising their rights as individuals, and take proper care to protect them from curiosity, insult or harm.²⁹

Service User experience

Migrant Help is required to monitor the experience of Service Users using their services. They must provide quarterly reports to the Home Office on the effectiveness of their approach. The Home Office may review and/or audit the approach at any time and make recommendations to improve its effectiveness and/or efficiency.³⁰

Working with partners

Migrant Help is required to work collaboratively with other Providers and Stakeholders, including the Home Office and Regional Stakeholders, to help secure the safety and welfare of Service Users, and improve local service delivery. It has to liaise and co-operate with these organisations, as required, so that the interests of the Service Users are best served, including, but not limited to, participation in multi-agency forums or meetings. In particular, Migrant Help is required to understand the voluntary sector and community-based support organisations and networks available to Service Users in the local areas in which they are housed, and establish working relationships with these organisations. It is required to accurately and efficiently signpost Service Users to available local support services, where applicable, and to work and coordinate with local support organisations to ensure the interests of Service Users are best served. Migrant Help is required to provide quarterly reports to the Home Office on the effectiveness of their approach, and volumes of signposting, and the Home Office may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency. It is a served to be serviced users and served to be signed to be signed to be serviced users and served.

Staff training

All Migrant Help staff must, as a minimum, be trained in the following: the asylum and asylum support systems; equality and diversity; handling personal data; data protection and safeguarding.

In addition, those staff in contact with Service Users must also be trained in:

- ethnic diversity and cultural awareness;
- suicide and self-harm awareness and prevention;
- gender based violence;
- safeguarding of vulnerable Service Users;
- unconscious bias;
- counter terrorism;
- modern slavery;
- training relating to customer service;
- training and instruction in the housing standards in the Asylum Accommodation and Support Contracts;
- training and instruction in the classification of Service User reports of maintenance issues, complaints and requests for assistance.

Those staff with face-to-face contact with Service Users, must also be trained in:

- basic first aid;
- health and safety;
- vicarious trauma;
- any other relevant training as specified by the Home Office.³³

II. Service delivery

The phone line, email and electronic communications and face-to-face service delivery

The contract creates a single point of contact for people seeking asylum for contact relating to the Asylum System and Asylum Support across the UK. ³⁴ Services have to be delivered in a manner which all Service Users can understand, including the use of interpretation services where required. ³⁵ Migrant Help is required to operate a single telephone number, free of charge from landlines and mobiles. ³⁶ This number is **0808 8010 503**.

Telephone callers should have their calls answered within service level standards, these are:

- all calls to be answered within one minute³⁷
- all calls queued for a maximum of three minutes before being connected to a member of staff capable of discussing and resolving the call³⁸
- disconnected callers to be contacted within one minute, where the Service User's Number is known.³⁹

Migrant Help also provide an outward facing website, to provide an alternative mechanism for submitting issues, as well as other forms of digital communication. The relevant service standards are:

- all electronic and written forms of communication responded to within thirty minutes of the contact being received (this is deferred to the start of business on the next day if received outside working hours).⁴⁰
- all live / web chat contact from Service Users should also be answered within thirty minutes
 of the contact being received.⁴¹

Migrant Help are required to devise strategies to ensure that vulnerable people, people with specific needs, at risk, or who are unable to use remote or digital methods of communication, are provided with services in a manner appropriate to their needs, which may include face-to-face service delivery. They have to provide quarterly reports to the Home Office on the effectiveness of their approach, and volumes of face-to-face service delivery, and the Home Office may review and/or audit the approach at any time, and make recommendations to improve its effectiveness and/or efficiency. Any locations used for face-to-face service delivery have to be safe and fit-for-purpose, with a level of privacy appropriate for holding confidential and sensitive conversations with Service Users, and within a reasonable travelling time for the Service User (i.e. usually no more than a 30 minute journey) with appropriate access for Service Users with disabilities or mobility impairments. If a Service User needs to use public transport to travel to a face-to-face appointment, they have to be provided with information on their eligibility for Additional Asylum Support Payments to cover the costs of the journey, and assistance with applying for Additional Asylum Support Payments, where required.

Safeguarding

Where the Home Office is aware of a Service User who may have specific needs or be at risk, they should notify Migrant Help of their specific characteristics and needs, "where it is in the best interests of the Service User". 46 Where Migrant Help themselves believe, or have reasonable grounds to suspect, that a Service User may be at risk or have specific needs which have not been identified, they should notify the Home Office and the relevant accommodation provider within one calendar day of the needs being identified. 47 Appropriate responses to the needs of at risk Service

Users or Service Users with specific needs may include, but are not limited to: notifying the Home Office and relevant Accommodation Provider; notifying relevant emergency services, where there is a clear and present risk to the safety of the Service User; face-to-face service delivery of the services required of the Provider; signposting and providing information on appropriate services and support.

48 Migrant Help are required to proactively identify and implement best practice frameworks and processes relating to safeguarding and the protection of vulnerable Service Users, on an ongoing basis, across all aspects of their service delivery.

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III. Advice and Guidance

Migrant Help is contracted to provide Advice and Guidance on the following areas⁵⁰:

1. Information on the asylum process, information to help Service Users understand the asylum process, their rights and obligations, how to make an asylum claim and the options available prior to making an asylum claim.

This should include information on the right to claim asylum; obligations whilst in the system, including limitations on the right to work; where the Service User can claim asylum; the constituent stages of the asylum process, what to expect at each stage and the "normal timeframes" for the Home Office to make a decision; information on the potential outcomes of claims, including potential rights of appeal; information on Asylum Support, including the 'no choice' nature of accommodation provision; and the process for applying for Asylum Support.⁵¹

2. Information and advice to help prepare for the **Asylum Screening Interview**, including helping people to understand the purpose of the interview, the interview process and the process after the Asylum Screening Interview has been completed.

This should include information on how to get to the Screening Interview location, if required; information on the availability of legal advice and representation and signposting to the Legal Aid Agency, where appropriate; information on what the Service User can expect – including the need to capture biometric data, the role of the Immigration Officer and the availability of interpretation / translation services; information on the importance of attending the Screening Interview and the need to be truthful in the Screening Interview; information on the process post Screening Interview and what the Service User can expect, including the need to report in person to a specified Home Office location at regular intervals; and information on relevant local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area. It does **not** include "coaching" ⁵² of Service Users in how to answer questions related to their asylum claim.

3. Induction in initial accommodation: Migrant Help is contracted to provide an **induction service** within **one calendar day** of a person arriving in Initial Accommodation. This is to help the person understand the asylum support process, their rights, and the steps required to apply for Section 95 support. The process for reporting requests for assistance, reports of maintenance issues, feedback and complaints also has to be explained.

The briefing has to be in a manner and language which the Service User can understand. It should include: **information on rights and obligations**, including the right to make **complaints** about Migrant Help, the AASC Provider and the Asylum Support Payments Provider (Sodexo); **information on the asylum process**, including, what people can expect at each stage and the normal timeframes for the Home Office to make a decision; information on the **potential outcomes** of asylum claims, including potential rights of appeal and the availability of move-on support, including the Voluntary Return Service; information on the availability of **legal advice** and representation and signposting to the Legal Aid Agency, where appropriate; information on **Asylum Support** process, including the 'no choice' basis of accommodation provision and the assistance available in applying for Asylum Support; information on the normal **timeframes for Home Office decisions** on Asylum Support, and the **process for moving** to Dispersal Accommodation; information on the requirement to keep the

Home Office updated on Change of Circumstances; information on the additional Asylum Support payments available, including eligibility criteria and the process of applying; information on their Single Point of Contact and contact details; information on the process for making complaints about Migrant Help, the Accommodation Providers or Asylum Support Payments Provider (Sodexo), reporting maintenance issues or issues with Asylum Support Payments, and the process for requesting assistance, including a demonstration when appropriate; information on the importance of attending the Screening Interview and what the Service User can expect, including the need to report in person to a specified Home Office location at regular intervals; and information on relevant local support networks and voluntary sector and community based organisations which are available to offer assistance in the local area. ⁵³ They further have to manage the process of briefing people seeking asylum about their Asylum Support Payment Cards (ASPEN). ⁵⁴

In addition, Migrant Help have to assist the Asylum Accommodation and Support (AASC) Provider responsible for the relevant Initial Accommodation in the development of their own Service User induction materials, to ensure coherence and that the Accommodation Provider's induction service includes relevant information to help the person orientate to their new environment.

4. Information and advice to help prepare for the **Substantive Interview**, including helping Service Users to understand the purpose of the interview, the rights of Service Users during the interview, including their rights to legal representation and how to access it, the interview process and the process after the Substantive Interview has been completed.

This should include information on how to get to the Substantive Interview location, if required; information on the availability of legal advice and representation and signposting to the Legal Aid Agency, where appropriate; information on what the person can expect, including the role of the Immigration Officer and the availability of interpretation / translation services; information on the importance of attending the Interview and the need to be truthful; information on the process post Interview and what the Service User can expect, including the need to report in person to a specified Home Office location at regular intervals; information on the potential outcomes of asylum claims, including the potential rights of appeal in the event an asylum claim is refused, and the availability of move-on support, including the Voluntary Return Service; and information on relevant local support networks and voluntary sector and/or community based organisations which are available to offer assistance to Service Users in their local area. It does not include "coaching" on how to answer questions related to the asylum claim.

5. When requested, information and assistance to Service Users to help them to understand the **Change of Circumstances** for which they are required to notify the Home Office and to assist them to complete and submit written Change of Circumstances applications to the Home Office.

People are required to notify the Home Office of changes in their circumstances, included, but not limited to: change of name; addition or removal of a dependent; change of address; change of marital / civil partnership status; hospitalisation; pregnancy; birth of a child; imprisonment; death of a dependant; request for a Section 96 exceptional payment; request to move Accommodation; request to adjust Support Payments. Migrant Help's role, when requested, is to advise people on which events constitute a Change of Circumstances, and to provide advice and guidance on how to notify the Home Office, assist with the completion of the form in English, ensuring that the Service

User understands and verifies the form, and advise what supporting material is necessary, and how to obtain it from the UK authorities.

Service Levels are: Completed Change of Circumstance Application Forms submitted within **five** working days of the request being received from the Service User.

Where required, additional evidence submitted to the Home Office within **five working days** of the additional evidence being provided by the Service User.

Forms that have been rejected by the Home Office for being incomplete or incorrect resubmitted within **five working days** of the original application being rejected by the Authority for being incomplete or incorrect.

6. Information and advice to Service Users to help them to understand their eligibility for additional **Asylum Support Payments**, and assist relevant Service Users in making Additional Support Applications to the Home Office.

The process by which a Service User has to demonstrate eligibility for Additional Asylum Support Payments varies according to whether the Service User is supported on Section 95 Asylum Support, or Section 4 Asylum Support. Migrant Help are contracted to provide information on the process for applying, assistance available, any applicable time constraints and what evidence is required. Where requested, they have to assist the Service User in applying for the Additional Asylum Support payments, and submit the application on their behalf.

Service Levels are: Completed applications submitted within **five working days** of the request being received from the Service User

Completed additional support applications re-submitted within **five working days** of an application being rejected by the Home Office for being incomplete or incorrect.

7. Information on **asylum claims:** Develop and communicate standard responses, which have been agreed with the Home Office, to Service Users who contact Migrant Help to discuss the status of their application for asylum, and refer application status requests which meet prescribed criteria to the Home Office, where applicable.

This is in respect of standard responses to be given to people querying the status of their asylum claim. Where the nature of the query does not allow for agreed standard responses, Migrant Help will refer the Service User to the relevant UKVI Contact Centre. If a claim for asylum is refused, and the Service User has not exhausted their rights to appeal, Migrant Help shall provide information on the availability of legal representation and signpost Service Users to the Legal Aid Agency or independent, third-party organisations who may be able to assist, where appropriate.

8. Information and assistance to Service Users who have received a positive asylum decision to help them to understand their rights, the support cessation process and necessary next steps, and to assist them in accessing mainstream welfare and other services, where required.

This part of the AIRE Service has been contracted out by Migrant Help, to Bryson Intercultural in Northern Ireland, Reed in Partnership in England, the Scottish Refugee Council in Scotland, and the Welsh Refugee Council in Wales. It is to provide information on the length of the 'grace period' prior to the cessation of Asylum Support, and the end date of eligibility for Asylum Support, and to confirm that the Service User understands that after this date their eligibility for asylum accommodation and/or subsistence payments will cease, and they will need to vacate their accommodation.⁵⁷

The service should advise and provide information on:

- the steps a person must take to secure access to accommodation and mainstream welfare payments;
- advise and provide information on how to apply for a National Insurance number;
- advise and provide information on how to apply for mainstream welfare and access the labour market;

The service should further book an appointment on behalf of the Service User with the local Department of Work and Pensions office for a 'work focussed interview' at a date and time the Service User can attend, whilst confirming that the Service User understands the reason for the appointment, the appointment date and time and where to go to attend the appointment, the documentation required and how to travel there.

The Statement of Requirements also specifies:

- follow up with the local DWP office to validate the Service User's attendance at the appointment and gather feedback about the meeting;
- signposting Service Users who require housing to the relevant Local Authority housing team, in the area in which the Service User is accommodated, where appropriate;
- providing information on, and signposting Service Users to, relevant public services, local support networks and voluntary sector and community based organisations which are available to offer assistance, including organisations which may be able to assist the Service User in accessing appropriate housing, employment, welfare or "English for Speakers of Other Languages" (ESOL) courses post-Asylum Support.⁵⁸

The Service User should be contacted within one working day of Migrant Help receiving the notification from the Home Office.⁵⁹

To support successful move-on, the Provider is required to liaise with the Asylum Accommodation Providers to ensure that they have the Service User's latest contact details; the Accommodation Providers are aware of the Home Office's decision on the asylum claim, and that the Service User receives consistent communication about the date their support will cease.

The Provider is required to develop relationships and liaise with the relevant Local Authorities, to ensure that the move-on advice and information reflects the local environment, and aligns with the operating policies and procedures of the relevant Local Authority in which the Service User is accommodated, including in relation to the eligibility of the Service User for social housing, or other forms of housing provision within the Local Authority area. ⁶⁰

9. Information and assistance to Service Users who have received a negative asylum decision to help them to understand their rights, the support cessation process and necessary next steps, and their options following the cessation of support, including information on the Voluntary Return Service.

Migrant Help are to contact the Service User within one working day of being notified by the Home Office that an asylum claim has been refused, and the Service User has exhausted their rights to appeal. They are to advise the Service User that the Home Office will be expecting them to leave the UK immediately, provide information on the date of cessation of asylum support and advise that they will need to vacate their accommodation by this date. They are to provide information about the Voluntary Return Service, Enforced Removals and Family Removals Process and information on the circumstances in which detention could take place. They are required to provide information on the need to report in person to a Home Office location, to advise and provide information on eligibility for Section 4 support (and assist in making the application where applicable) and provide information on the Voluntary Return Service, using real life case studies of previous Voluntary Return enrollers who have had a successful transition using the scheme.

IV. - Issue Reporting

A key role of Migrant Help is to provide a **Single Point of Contact (SPOC)** for people within the asylum and asylum support systems, ⁶³ in respect of requests for assistance, reports of maintenance issues, and Service User complaints and feedback. We focus here on the contractual requirements, and interaction with the Accommodation Providers in issue reporting.

1. Requests for Assistance

Requests for assistance are communications from Service Users regarding risks to their health and wellbeing, or 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. A list of potential issues requiring assistance is set out in the <u>AIRE Statement of Requirements</u> at paragraph 5.5.2.

The Statement of Requirements for the Accommodation Providers sets out that they are supposed to encourage Service Users to make requests for assistance to **Migrant Help** through the single point of contact.⁶⁴ Migrant Help then have the responsibility for logging and referring requests for assistance from people in asylum accommodation to the emergency services or to the accommodation providers for resolution. The service for responding to high priority requests for assistance must be available 24 hours a day, 365 days a year.⁶⁵

On receipt of a request for assistance, Migrant Help have to classify and record it.⁶⁶ If a Request for Assistance represents an **immediate risk to the health and well-being** of a Service User and the Service User has not already done so, they have to contact the appropriate **emergency service**.⁶⁷ Migrant Help has to forward other requests for assistance to the relevant **Accommodation Provider** for resolution, providing them with the necessary information.⁶⁸ Requests for Assistance are to be referred to the relevant Accommodation Provider **within thirty minutes** of the request being reported by the Service User. The Accommodation Providers are then responsible for taking the action they consider necessary to assure the safety and wellbeing of Service Users. ⁶⁹

If Migrant Help judge a Request for Assistance to be high priority / safety critical, in addition to notifying the Accommodation Provider, they should also report the same information to the Home Office. Migrant Help should then record the action taken by the Accommodation Provider to resolve the Request for Assistance, and the date it was resolved, as confirmed by the Accommodation Provider. The AIRE Statement of Requirements includes a process diagram for how requests for assistance should be dealt with in Annex D (paragraph D.5).

Whilst Migrant Help is the point of contact for requests for assistance, the Accommodation Providers still have substantive duties, to ensure that people in asylum accommodation are safe. They have a responsibility to **be proactive** in monitoring and identifying Service Users with specific needs or who may be at risk, and in making referrals to relevant statutory and/or voluntary services for an assessment of Service User needs, where appropriate.⁷² They must notify the Home Office if they believe or suspect that a Service User may have specific needs or be at risk, or is demonstrating indicators of being at risk.

Further, where an Accommodation Provider identifies a Service User's support needs through its regular inspection activities, or is informed of such needs directly by Service Users during property

visits, it is responsible for taking the action it considers necessary to assure the safety and wellbeing of Service Users. It then has to notify the Home Office and Migrant Help accordingly.⁷³

2. Maintenance Issues

The Statement of Requirements for the Accommodation Providers sets out that they are supposed to encourage Service Users to make requests for assistance to **Migrant Help** through the single point of contact.⁷⁴

When Migrant Help receive the report of a maintenance issue, they are responsible for **classifying** and recording the issue, including its nature, its impact, the date it was reported and the contact details for the Service User who reported it; ⁷⁵ After recording the issue, Migrant Help have to **inform the Service User** (or their representative) of their classification of the severity of the issue, and the maximum response time the Accommodation Provider has to remedy it.⁷⁶ They have to **refer** the reported maintenance issue to the relevant Accommodation Provider, providing them with the classification and necessary information. ⁷⁷ Maintenance issues are to be referred to the relevant Accommodation Provider within thirty minutes of the maintenance issue being reported.⁷⁸ The **Accommodation Provider** is then responsible for remedying the maintenance issue in accordance with the response time allowed by the Home Office. Once the issue has been resolved, Migrant Help have to **record the date of the remedy**, as confirmed by the Accommodation Provider.⁷⁹

If there is a dispute about the severity of a reported maintenance Issue, the Accommodation Provider has to tell Migrant Help about the change to the classification of the maintenance issue and the reasons why they have reclassified it;⁸⁰ Migrant Help then has to record the change to the classification of the maintenance issue and the Accommodation Provider's reasons for changing the classification. ⁸¹ Migrant Help is then responsible for **contacting the Service User** who reported the maintenance issue to notify them of a change in the maximum response time, and provide them with the reasons for the change. ⁸² The response time will still begin from the time that the Accommodation Provider was notified of the maintenance issue. ⁸³

If a Service User (or their representative) contacts Migrant Help and reports that a maintenance issue which has already been reported has not been remedied within the maximum response time, this **constitutes a complaint** regarding the relevant Accommodation Provider's service delivery, and should be managed by Migrant Help in accordance with the process for resolving complaints (see below)⁸⁴.

A process diagram showing the process for reporting maintenance issues is set out in Annex D (paragraph D.3) of the AIRE <u>Statement of Requirements</u>.

Accommodation Providers retain a responsibility for themselves acting on maintenance issues identified through their inspection activities or during property visits. Where an Accommodation Provider "identifies maintenance issues through its regular inspection activities, or is informed of maintenance issues directly by Service Users during property visits" it is not required to notify Migrant Help.⁸⁵ Rather, "it shall record the maintenance issue and rectify the maintenance issue" in accordance with the Response Times set out.⁸⁶

3. Issues with Asylum Support Payments

Migrant Help is contracted to provide a service to classify, log and refer issues with Asylum Support payments to the Asylum Support Payments Provider (Sodexo). On receiving a report of an issue with Asylum Support Payments, Migrant Help is responsible for classifying and recording it, the date it was reported and the contact details for the Service User and referring the issue to the Asylum

Support Payments Provider for resolution.⁸⁷ Issues with Asylum Support Payments should be referred to the Asylum Support payments Provider **within thirty minutes** of the issue being reported by the Service User.⁸⁸ The <u>AIRE Statement of Requirements</u> includes a process diagram detailing how issues with Asylum Support Payments should be resolved at paragraph D.4, Annex D. The AIRE Statement of Requirements does not specify the timeframe for resolutions of issues with Asylum Support Payments.

4. Complaints

A complaint is "any expression of dissatisfaction about the Services provided [....] or any expression of dissatisfaction about the professional conduct of Provider Staff, including contractors."

The AASC Statement of Requirements further specifies, with respect to Accommodation Providers: "Complaints [about the Accommodation Providers] 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."⁹⁰

Migrant Help are responsible for providing a service to administrate complaints received about the Accommodation Providers, the Asylum Support Payments Provider (Sodexo) or the Home Office. They have to classify and record Service User complaints, refer them to the appropriate party for resolution (eg a complaint about accommodation would be referred to the Accommodation Provider), record the activities undertaken to resolve the complaint and the date it was resolved. The <u>AIRE Statement of Requirements</u> includes a process diagram for how complaints should be resolved at paragraph D.1., Annex D.

The complaints process (Accommodation Providers)

The AASC Statement of Requirements states that the Accommodation Providers are to encourage Service Users to make complaints through Migrant Help.⁹² They have an obligation to signpost to Service Users the ways and means for them to provide feedback or make a complaint via Migrant Help, including by ensuring the number to call is clearly displayed in a place which is visible and accessible in their properties, and demonstrating the process as and when necessary.⁹³

When a Service User reports a complaint to Migrant Help, Migrant Help should:

- classify and record the complaint (including nature of complaint, date raised and contact details for Service User)⁹⁴
- Refer the complaint to the Accommodation Provider for resolution within thirty minutes of the complaint being reported.⁹⁵

The **Accommodation Provider** is then responsible for responding to and resolving the Service User's complaint **within five working days** of receiving the referral. Within **one working day** of the referral, they should set out to the Service User, any action which will be taken to resolve the complaint, and when they intend to complete this action. They also have to notify Migrant Help of this information, also within one working day. ⁹⁶If the complaint relates to an accommodation maintenance defect, the time for responding to the complaint is the allocated response time for the defect (see section on Maintenance Issues above).

The **Accommodation Provider** has to notify the Service User and Migrant Help of the outcome of the action in response to the complaint, and any subsequent action to be taken. ⁹⁷ Any complaint which is not able to be resolved to the satisfaction of the Service User **has to be referred by the Accommodation Provider to Migrant Help**, 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. ⁹⁸

Once a complaint has been resolved, **Migrant Help** are responsible for recording the activities that have been undertaken to resolve it, and the date of its resolution.⁹⁹ Migrant Help should then **inform the Service User** of the outcome. If the Service User informs them that the complaint has **not** been resolved to their satisfaction, then the escalation process should start as below.

Complaints - Escalation process

Migrant Help are the point of escalation for complaints, if:

- a Service User reports to them that their complaint has not been resolved to their satisfaction;
- after the time allotted for resolving a complaint has elapsed; or
- if the accommodation provider cannot demonstrate to Migrant Help that they have started to take action to resolve the complaint within five working days of it being referred. 100

If no update has been received from the Accommodation Provider about a complaint **within five working days**, or a complaint has been escalated by a Service User, Migrant Help should contact the Accommodation Provider for an update. ¹⁰¹ They should ascertain any actions taken to resolve the complaint, and, if the Accommodation Provider considered the complaint closed, their justification for that decision. ¹⁰² Migrant Help then have a responsibility to ascertain whether the Accommodation Provider has taken "necessary and appropriate steps" to resolve the complaint within the allotted timescale, and whether any proposed resolution of the complaint was in accordance with the Accommodation Provider's Service requirements. ¹⁰³

If Migrant Help considers that the Accommodation Provider's actions have been inappropriate, insufficient, incomplete and/or not in accordance with their Service Requirements, they have to:

- notify the Accommodation Provider and advise them of actions necessary to resolve the complaint; 104
- agree an appropriate and reasonable timeframe with the Accommodation Provider to resolve the complaint; 105 and
- contact the Service User who made the complaint to notify them of the action to be taken by the Accommodation Provider and the proposed timeframe for resolution.

If the Accommodation Provider does not agree with Migrant Help's assessment and proposed actions, Migrant Help should escalate the complaint to the Home Office to investigate. Migrant Help should then contact the Service User who has made the complaint to tell them that this has happened. 106

Complaints raised by people in asylum accommodation during property visits by the Accommodation Providers

Where the **Accommodation Providers** are informed of a complaint directly by Service Users **during property visits**, the accommodation providers are required to notify Migrant Help 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. They are then responsible for responding to and

resolving the Service User's complaint within **five working days** of receiving the complaint from the Service User. ¹⁰⁷

Complaints about Sodexo

If a Service User (or their representative) contacts Migrant Help and reports an issue with a Service User's Asylum Support Payment Card which has already been reported to Migrant Help and has not been resolved within the maximum response time allowed, this shall constitute a complaint regarding the Asylum Support Payment Provider's service delivery and should be dealt with accordingly.

Complaints about Migrant Help

Migrant Help are also responsible for administering complaints about the service that they themselves provide (the AIRE Service) as follows:

Upon receipt of a complaint from a Service User, or Service User representative, Migrant Help has to seek to resolve the complaint **within five working days**. ¹⁰⁸

If the complaint cannot be resolved to the satisfaction of the Service User within five working days, due to the complexity of the complaint or the level of investigation required, Migrant Help has to clearly **communicate to the Service User** the action it is taking in response to the complaint, and the proposed timescale for resolution. This communication has to occur within five working days of the complaint being received by Migrant Help. The proposed timescales for resolution of the complaint have to be reasonable and in proportion to the severity and/or urgency of the complaint. Resolution shall not be unreasonably delayed.¹⁰⁹

If Migrant Help fails to resolve the complaint to the satisfaction of the Service User within five working days, or within the proposed timescale communicated to the relevant Service User, Migrant Help have to **escalate the complaint** to the Home Office. The Home Office will advise the complainant and if necessary take up the complaint on their behalf. Migrant Help **have to inform the complainant** when their complaint has been escalated to the Home Office.¹¹⁰

Complaints from MPs

In the event that either the Accommodation Providers or Migrant Help receive a complaint from a Member of Parliament, they must immediately notify and refer the complaint to the Home Office, along with any response they intend to provide to the relevant Member of Parliament, before any such response is sent. The Home Office reserves the right to undertake an independent investigation into any Service User complaints, and Migrant Help's performance in responding and implementing actions in response to such complaints. ¹¹¹

5. Feedback

Definitions: Both the AIRE and AASC contracts define feedback as expressions of satisfaction or ideas for service improvement from Service Users. Feedback is also defined as "general expressions of dissatisfaction about aspects of a Service User's time in Asylum Support which are not within the direct control of a provider" or "general expressions of dissatisfaction [...] not directed at a specific event, circumstance, or individual, and which cannot be remedied or rectified through a specific action plan" 113

The role of Migrant Help is to record feedback about itself, the Accommodation Providers, the Asylum Support Payments Provider (Sodexo) or the Home Office, and to refer it to the Party to which it relates. ¹¹⁴ If the feedback relates to Migrant Help itself, it is required to use it to inform continuous improvement of its own services. ¹¹⁵

The accommodation providers are encouraged to direct feedback to Migrant Help, but are **not** required to refer feedback given directly to Provider Staff by Service Users to Migrant Help. ¹¹⁶ However they are required to use this information to inform and influence continuous improvement in service delivery, and inform the "monitoring and management" of Service Users.

V. Eligibility 117

The eligibility service specified in the AIRE contract consists of:

Information and advice to people considering entering Initial Accommodation (Section 98 accommodation) or applying for Asylum Support:

The Provider is to advise the Service User on the process for making a Section 98 support application ('IA referral form'), including the 'no-choice' nature of accommodation provision, the eligibility criteria and evidence requirements. Where required, they should assist in completing the support application. The Service Level is that Migrant Help should submit accurately completed forms within fifteen minutes of the completion of the form.

Assistance to complete and submit **Section 95** Asylum Support applications, when requested by a Service User and **Quality assurance of Section 95** Asylum Support applications:

Migrant Help are to advise Service Users on the process for making a Section 95 support application, including the 'no choice' nature of accommodation provision, the eligibility criteria and supporting evidence requirements for Section 95 support and the assistance available. They have to maintain staff in, or near to Initial Accommodation during working hours to provide face-to-face information and assistance with the completion and submission of applications. Migrant Help also have to provide a quality assurance process to all Service Users who submit Section 95 applications to them without their assistance.

The Service Levels are:

Completed Section 95 applications submitted within an average of five working days of the request being received from the Service User;

Additional evidence submitted to the Home Office within an average of five working days of the additional evidence being provided by the Service User;

Applications subject to quality assurance submitted to the Home Office within an average of five working days of being contacted by the Service User to quality assure their support application.

Assistance to complete **Section 4** Asylum Support applications, when requested by a Service User and **Quality assurance of Section 4** Asylum Support applications:

Migrant Help are to advise Service Users on the process for making a Section 4 support application, including the eligibility criteria and supporting evidence requirements. They have to provide a quality assurance service for Section 4 applications, including advice to people whose applications they consider to be materially deficient.

The Service Levels are:

Completed Section 4 applications submitted within an average of three working days of the request being received from the Service User;

Additional evidence submitted to the Authority within an **average of three working days** of the additional evidence being provided by the Service User;

Applications subject to quality assurance submitted to the Home Office within an **average of three working days** of being contacted by the Service User to quality assure their support application.

Information and assistance to Service Users whose Asylum Support applications (Section 95 and/or Section 4) have been rejected as incorrectly / insufficiently completed:

If a support application is rejected by the Home Office for being incomplete or incorrect, Migrant Help have to communicate the situation to the relevant Service User, and explain what action is required to complete / correct the application, and assist the Service User in completing / correcting it.

The Service Level is: completed applications to be **resubmitted within the target time** for completion of the original form.

Information and guidance to Service Users who believe their support applications have been wrongly refused by the Home Office:

Where Migrant Help believes a written representation to the Home Office will make a material difference to the Home Office's decision, it may assist the Service User in drafting the representation and submit it to the Home Office. If Migrant Help does not believe a written representation will make a difference, or the Home Office has already considered a representation and rejected it, it may advise the Service User on their rights to appeal the decision and provide information on the appeals process, and signpost to an independent third-party capable of assisting. Migrant Help is **not** permitted to represent the Service User during the appeals process.

Service Levels are: Within five working days of the Home Office's decision, submit the Service User's written representation to the Home Office;

Referral to a relevant independent third party within five working days of the Home Office's original decision on an Asylum Support application or the Home Office's decision on the Service User's written representation (as applicable).

Managing the safe and secure distribution of **Asylum Support Payment Cards** and the provision of information to help Service Users to understand: how and where the card may be used; what to do in the event issues are experienced, including if it is lost or is stolen; and what to do if they believe the amount of support they are receiving is wrong or they have a missing payment.

Service Level: Distribute Asylum Support Payment Cards to relevant Service Users whilst they are still resident in Initial Accommodation. Migrant Help is contracted also to provide a briefing which explains, the need for the Service User to register with the Asylum Support Payments Provider to activate the Card, and the process for doing so; the purpose of the card (i.e. for essential living needs) and how much money is available on a weekly basis; the instructions for using the Asylum Card, including demonstrations where necessary; how the Service User can protect their card from fraud and theft; where it can be used; the procedure in the event that the card becomes lost or is stolen; and the contact details for the Provider's Contact Centre for other Asylum Support Payment related enquiries.

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<sup>1</sup> <u>https://www.contractsfinder.service.gov.uk/Notice/028be8bb-3c69-494d-bfdd-59c2e1b34379?p=@FQxUIRRPT0=NjJNT08=U</u>
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- 12 AIRE Contract T&Cs, 6
- ¹³ AIRE Contract T&Cs, 7.6
- ¹⁴ AIRE Contract T&Cs, 7.1
- ¹⁵ AIRE Schedule 7, 6.1
- ¹⁶ The template for this matrix can be found at the end of Schedule 7, Contract Management
- ¹⁷ AIRE Schedule 7, 9.1.1
- ¹⁸ AIRE Statement of Requirements 2.11.4
- ¹⁹ AIRE Statement of Requirements 2.11.1
- ²⁰ AIRE Statement of Requirements 2.11.3
- ²¹ Statement of Requirements, para 1.2.8 page 14
- ²² AIRE Schedule 13 2.4
- ²³ AIRE Schedule 13 4.2
- ²⁴ AIRE Schedule 13 1.4
- ²⁵ AIRE Schedule 13 5.5
- ²⁶ AIRE Schedule 13 5.6
- ²⁷ AIRE Statement of Requirements 2.1.3
- ²⁸ AIRE Statement of Requirements 2.1.4
- ²⁹ AIRE Statement of Requirements 2.1.5
- ³⁰ AIRE Statement of Requirements 2.1.7
- ³¹ AIRE Statement of Requirements 2.13.2
- 32 AIRE Statement of Requirements 2.13
- ³³ AIRE Statement of Requirements, 2.5
- ³⁴ AIRE Statement of Requirements 2.13.2
- ³⁵ AIRE Statement of Requirements 2.16.3
- ³⁶ AIRE Statement of Requirements 2.16.8
- ³⁷ AIRE Statement of Requirements Annex A Service Levels and 2.16.19
- ³⁸ AIRE Statement of Requirements Annex A Service Levels and 2.16.19
- ³⁹ AIRE Statement of Requirements Annex A Service Levels and 2.16.20
- ⁴⁰ AIRE Statement of Requirements Annex A Service Levels and 2.16.25
- ⁴¹ AIRE Statement of Requirements Annex A Service Levels and 2.16.26
- ⁴² AIRE Statement of Requirements 2.16.7
- ⁴³ AIRE Statement of Requirements 2.15.8
- ⁴⁴ AIRE Statement of Requirements 2.16.10
- ⁴⁵ AIRE Statement of Requirements 2.16.11
- ⁴⁶ AIRE Statement of Requirements 2.6.2
- ⁴⁷ AIRE Statement of Requirements 2.6.2
- ⁴⁸ AIRE Statement of Requirements, 2.6.3.3
- ⁴⁹ AIRE Statement of Requirements 2.6.4
- ⁵⁰ AIRE Statement of Requirements, 1.3.2.3 p8
- ⁵¹ AIRE Statement of Requirements 4.2.3
- ⁵² AIRE Statement of Requirements 4.3
- ⁵³ AIRE Statement of Requirements 4.3.2 p58.
- ⁵⁴ AIRE Statement of Requirements, 3.10.6

² AIRE Contract T&Cs, para 2

³ AIRE Contract T&Cs, para 2.3

⁴ https://www.contractsfinder.service.gov.uk/Notice/028be8bb-3c69-494d-bfdd-59c2e1b34379?p=@FQxUIRRPT0=NjJNT08=U

⁵ AIRE Contract T&Cs, (2)

⁶ AIRE Statement of Requirements, 1.1.1

⁷ AIRE Statement of Requirements 1.3.2.3

⁸ AIRE Statement of Requirements, 1.3.2.4

⁹ AIRE Statement of Requirements, 1.3.2.2

¹⁰ AIRE Statement of Requirements, 2.3.2

¹¹ AIRE Contract T&Cs 3.2

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<sup>55</sup> AIRE Statement of Requirements 4.5
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⁶⁹ AASC Statement of Requirements Paragraphs 4.4.3 and 4.4.4 of the AASC Statement of Requirements (pages 67 – 71) set out guidance for the accommodation providers in respect of responding to safeguarding issues

and anti-social and violent behaviour.

⁷⁰ AIRE Statement of Requirements 5.5.7

AIRE Statement of Requirements 5.5.3.4
 AASC Statement of Requirements 1.2.1.5

⁷³ AASC Statement of Requirements Annex H H.4.3

⁷⁴ AASC Statement of Requirements Annex H H.3.2

⁷⁵ AIRE Statement of Requirements 5.3.2.1

⁷⁶ AIRE Statement of Requirements 5.3.2.2

⁷⁷ AIRE Statement of Requirements 5.3.2.3

⁷⁸ AIRE Statement of Requirements Annex A and para 5.3.3

⁷⁹ AIRE Statement of Requirements, 5.3.2.4

⁸⁰ AIRE Statement of Requirements 5.3.5.1

81 AIRE Statement of Requirements 5.3.5.2

82 AIRE Statement of Requirements 5.3.5.3 e

83 AIRE Statement of Requirements 5.3.6

84 AIRE Statement of Requirements 5.3.11

⁸⁵ AASC Statement of Requirements Annex H H.3.3

⁸⁶ See also AASC Statement of Requirements 1.2.7.6

87 AIRE Statement of Requirements 5.4.3

⁸⁸ AIRE Statement of Requirements Annex A and 5.4.4

89 AIRE contract Schedule 1, Definitions, Page 8

90 AASC Statement of Requirements Annex H H.5.1

⁹¹ AIRE Statement of Requirements 5.2.2

⁹² AASC Statement of Requirements Annex H H.5.2

93 AASC Statement of Requirements, 4.4.2

94 AIRE Statement of Requirements 5.2.2,

⁹⁵ AIRE Statement of Requirements Annex A and 5.2.3

⁹⁶ AASC Statement of Requirements, 4.4.2 5

97 AASC Statement of Requirements 1.2.7.4

98 AASC Statement of Requirements 1.2.7.4

99 AIRE Statement of Requirements 5.2.2.3

¹⁰⁰ AIRE Statement of Requirements 5.2.5.2

¹⁰¹ AIRE Statement of Requirements, 5.2.2.4

¹⁰² AIRE Statement of Requirements, 5.2.6.2

¹⁰³ AIRE Statement of Requirements, 5,2,6,3 ¹⁰⁴ AIRE Statement of Requirements 5.2.7.1

AIRE Statement of Requirements 5.2.7.1

¹⁰⁵ AIRE Statement of Requirements 5.2.7.2

¹⁰⁶ AIRE Statement of Requirements 5.2.8

¹⁰⁷ AASC Statement of Requirements Annex H H.5.3

¹⁰⁸ AIRE Statement of Requirements, 2.10.5

¹⁰⁹ AIRE Statement of Requirements 2.10.6

⁵⁶ AIRE Statement of Requirements 4.5.4

⁵⁷ AIRE Statement of Requirements 4.9.9.1

⁵⁸ AIRE Statement of Requirements 4.9.9

⁵⁹ AIRE Statement of Requirements 4.9.8

⁶⁰ AIRE Statement of Requirements 4.9.9

⁶¹ AIRE Statement of Requirements 4.9.15

⁶² AIRE Statement of Requirements 4.9

⁶³ AIRE Statement of Requirements 5.1.1

⁶⁴ AASC Statement of Requirements, Annex H, H.4.2

⁶⁵ AIRE Statement of Requirements 5.5.8

⁶⁶ AIRE Statement of Requirements, 5.5.3.1

⁶⁷ AIRE Statement of Requirements, 5.5.3.2

⁶⁸ AIRE Statement of Requirements 5.5.3.3

 $^{^{110}}$ AIRE Statement of Requirements 2.10.6 111 AIRE Statement of Requirements 2.10.8

¹¹² AIRE Statement of Requirements 5.6.3

 $^{^{\}rm 113}$ AASC Statement of Requirements Annex H H.2.1 5

¹¹⁴ AIRE Statement of Requirements 5.6.5

 $^{^{115}}$ AIRE Statement of Requirements 5.6.6

 $^{^{\}rm 116}$ AASC Statement of Requirements Annex H H.2.2

¹¹⁷ AIRE Statement of Requirements 3