

**asylum matters**

## **The Asylum Accommodation and Support Contracts (AASC)**

**A Guide**



## The Asylum Accommodation and Support Contracts (AASC)

This guide is a resource for support agencies and voluntary projects working to understand the framework for asylum accommodation and support. We hope it will assist workers to help people seeking asylum to know their rights and to hold accommodation providers to account, in accordance with the contractual framework.

The **Asylum Accommodation and Support Contracts (AASC)** govern the relationship between the Home Office and the three companies contracted to provide asylum accommodation. Detailed specifications on the services which have to be provided are set out in the [Statement of Requirements](http://data.parliament.uk/DepositedPapers/Files/DEP2018-1112/AASC - Schedule 2 - Statement of Requirements.pdf) for the contracts, which can be found at: <http://data.parliament.uk/DepositedPapers/Files/DEP2018-1112/AASC - Schedule 2 - Statement of Requirements.pdf>

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. There is a close relationship between the two sets of contracts in the framework to support people seeking asylum. The AIRE contract has been awarded to [Migrant Help](#). A separate guide has been produced to cover the specifications of the AIRE contract.

Posters have been produced to accompany these guides. They set out the service standards for reactive maintenance for the Accommodation Providers, and the Service Standards for the AIRE provider, Migrant Help. The guide looks primarily at the framework for asylum accommodation, but also examines the framework for Advice, Issue reporting and Eligibility insofar as it relates to the interaction between asylum accommodation providers and Migrant Help. It does not cover everything in the AASC Statement of Requirements, and the wording in the Statement of Requirements has often been abridged or amended for ease of reading.

Both AASC and AIRE 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.

Please always refer to the original Statement of Requirements for an accurate and full reproduction.

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

# The Asylum Accommodation and Support Contracts (AASC)

## Contents

I.	<u>INTRODUCTION</u>	1
	<u>What do the AASC contracts cover?</u>	2
	<u>AASC Providers' relationship with the Home Office</u>	
	<u>What are the structures set up to manage the contracts?</u>	
	<u>Performance Standards and Performance Management Regime</u>	
	<u>Treatment of People Seeking Asylum</u>	3
	<u>Service User Experience</u>	4
	<u>Liaison with regional stakeholders</u>	
	<u>Staff behaviour</u>	
II.	<u>TRANSPORT</u>	
	<u>Failure to travel</u>	5
III.	<u>INITIAL ACCOMMODATION</u>	6
	<u>Arrival at initial accommodation</u>	
	<u>Full Board Service</u>	
	<u>Induction into initial accommodation</u>	
	<u>Cash payments service</u>	7
	<u>Health Screening in initial accommodation</u>	
	<u>Monitoring of people in initial accommodation</u>	
	<u>Travel Assistance Service</u>	8
IV.	<u>ASYLUM DISPERSAL</u>	
	<u>Induction briefing before transport to Dispersal Accommodation</u>	
	<u>Arrival at dispersal accommodation</u>	9
	<u>Induction in dispersal accommodation</u>	
	<u>GP registration</u>	10
	<u>Cash Payments / Food Voucher Service</u>	
	<u>Travel Assistance Service</u>	
V.	<u>ACCOMMODATION STANDARDS</u>	11
	<u>Pre-planned maintenance and property inspections</u>	12
	<u>Reactive maintenance</u>	
	<u>Room sharing</u>	13
	<u>Relocation</u>	14
VI.	<u>PEOPLE AT RISK OR WITH SPECIFIC NEEDS</u>	
	<u>Action to be taken by Accommodation Providers with respect to people at risk or with specific needs</u>	15
VII.	<u>REPORTING SERVICE</u>	16
VIII.	<u>INTERACTION WITH THE AIRE PROVIDER (MIGRANT HELP)</u>	17
IX.	<u>SUPPORT CESSATION</u>	18

## I. Introduction

### The Asylum Accommodation and Support Contracts

There are 7 asylum accommodation and support contracts operational in the United Kingdom (AASC). They have been awarded to three private contractors: **Clearsprings Ready Homes** (South England and Wales); **Mears Limited** (North East and Yorkshire and Humber, Northern Ireland, and Scotland) and **Serco Limited** (Midlands and East of England, North West England).

The stated aim of the Home Office through the contracts is to “meet the accommodation and essential living needs of eligible asylum seekers”, and to provide a range of services, including transport services, to them.<sup>1</sup>

The contracts were signed on 8<sup>th</sup> January 2019 and run through until 31<sup>st</sup> August 2029. All of the contracts are between the Secretary of State for the Home Department (‘the Authority’) and the relevant Accommodation Provider and have identical requirements but differ in size.<sup>2</sup> Details are as follows:

Region	Provider	Value of contract
<a href="#">Midlands and East of England</a>	Serco Limited	£1 030 000 000 <sup>3</sup>
<a href="#">North East and Yorkshire and Humber</a>	Mears Limited	£821 000 000 <sup>4</sup>
<a href="#">Northern Ireland</a>	Mears Limited	£ 113 000 000 <sup>5</sup>
<a href="#">North West</a>	Serco Limited	£1 079 000 000 <sup>6</sup>
<a href="#">Scotland</a>	Mears Limited	£514 000 000 <sup>7</sup>
<a href="#">South</a>	Clearsprings Ready Homes	£662 000 000 <sup>8</sup>
<a href="#">Wales</a>	Clearsprings Ready Homes	£334 000 000 <sup>9</sup>
<b>Total value of contracts</b>		£4 553 000 000  Serco: £2 109 000 000 Mears: £1 448 000 000 Clearsprings: £996 000 000

### The Advice, Issue Reporting and Eligibility Contract (AIRE)

On 8<sup>th</sup> January 2019 Migrant Help was awarded the [Advice, Issue Reporting and Eligibility Contract](#) for the provision of services to people seeking asylum.<sup>10</sup>

This contract runs until 31 August 2029 and has a total value of £ 235 000 000.

The aim of the AIRE contract is to “provide impartial and independent information, advice, guidance and assistance to help Service Users to understand and navigate the Asylum Support System effectively.”<sup>11</sup>

For further information on the AIRE contract, please see the separate booklet: “The Advice, Issue Reporting and Eligibility Contract: A Guide.”

## The Asylum Accommodation and Support Contracts (AASC)

### What do the contracts cover?

The AASC Contracts cover accommodation services, transport services and support services. Detailed information on the requirements for these Services is set out in the [Statement of Requirements](#) to the Contracts, which applies equally across all four Accommodation Providers, and sets out the standards which they must meet.

### AASC Providers' relationship with the Home Office

The Accommodation Providers are under an obligation in the Contracts 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.<sup>12</sup>

### What are the structures set up to manage the contracts?

The contracts are each managed through **key representatives** appointed by the Home Office and the Provider to manage the relationship<sup>13</sup>. These consist of Senior Representatives, Business Managers, and Information and Policy Staff.<sup>14</sup> The **Senior Representatives** meet at least once a year to discuss the overall performance of the Provider, and more frequently if required.<sup>15</sup> The **Commercial Manager** or **Contract Manager** acts as the principal liaison for the contracts.<sup>16</sup> There are **monthly meetings** to review performance data, Key Performance Indicators and Service Credits (see section [Performance Standards](#) below for more on this),<sup>17</sup> 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. Before these meetings, the Accommodation Provider has to submit a Performance report, and financial reporting.<sup>18</sup>

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. This board should share innovations and best practice from the region concerned amongst the other Providers.<sup>19</sup>

### Performance Standards and Performance Management Regime

All services defined in the [Statement of Requirements](#) have to be delivered to the relevant **Performance Standards**. These are primarily a management tool to be used by both Accommodation Providers and the Home Office for the purpose of the day-to-day management of service delivery.<sup>20</sup> The Providers have 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.<sup>21</sup> They are liable and accountable for the performance of any sub-contractor or agent.<sup>22</sup>

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 Providers may provide compensation to the Home Office for losses which it suffers as a result of failures in service performance. The Providers have to monitor the KPIs and report the degree to which they have been met.<sup>23</sup>

In the event that the Providers do not meet the KPI targets, they will be subject to Service Credits (amounts deducted from payments) commensurate with the level of failure. 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.<sup>24</sup>

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. 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.<sup>25</sup>

### **Treatment of People Seeking Asylum**

The obligations of the Accommodation Providers in respect of non-discrimination and the treatment of people seeking asylum are set out the Terms and Conditions of the contracts.<sup>26</sup> The Providers are obliged to comply with discrimination legislation, including, without limitation the Equality Act 2010.<sup>27</sup> The Provider and its employees cannot discriminate on the basis of age, ethnic origin, nationality, race, religion, culture, gender, sexual orientation, physical and mental ability, family size or family composition.<sup>28</sup> Where the Human Rights Act of 1998 applies, the Providers are required to comply.<sup>29</sup>

Providers and their subcontractors and employees are required to treat “all Service Users and their dependents in a polite and courteous manner which recognises their rights as individuals”.<sup>30</sup> They are required to acknowledge and agree “that Service Users will need to be managed with sensitivity, compassion and respect.”<sup>31</sup> In particular, they are required to “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”<sup>32</sup> 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;<sup>33</sup>

The Providers have to treat all Service Users in a polite, courteous and respectful manner, in accordance with the principles of procedural fairness,<sup>34</sup> recognising their rights as individuals and respecting the confidential nature of personal data in their possession.”<sup>35</sup>

The Providers further have to acknowledge and agree 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>36</sup>

See the section on [People at Risk or with Specific Needs](#) for further information about action to be taken where a special need / risk to welfare is identified.

Each Provider is required to agree and acknowledge that the safety and security of the Service Users in their care is of absolute importance and must not be jeopardised, and is responsible for the general welfare of Service Users in its care.<sup>37</sup> 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.<sup>38</sup>

### **Service User experience**

The Providers are required to monitor experience of Service Users using their services. They must provide quarterly reports to the Home Office. This is intended to inform continuous improvement in service delivery.<sup>39</sup>

### **Liaison with Regional Stakeholders**

The Contracts contain obligations for the Accommodation Providers to carry out liaison with regional stakeholders.<sup>40</sup> These stakeholders are defined as Local Authorities; health, education and social service providers; organisations engaged in the provision of assistance and services to, and promotion of the interests of asylum seekers; other government departments who have an interest in the performance of the Services; and Strategic, Statutory and Non-Governmental Organisations.<sup>41</sup>

Unless specifically precluded from doing so by the Home Office, the Providers have to share information on Service Users and their accommodation portfolio with Local Authorities and other stakeholders which is relevant to the impact or potential impact upon the provision of public services, community cohesion issues and housing strategies for the area.<sup>42</sup>

### **Staff behaviour**

The [Statement of Requirements](#) sets out in detail the standards and training required for staff to carry out their roles.<sup>43</sup> The training specified includes training on safeguarding, ethnic diversity and cultural awareness, suicide and self-harm awareness and prevention, vicarious trauma, unconscious bias, modern slavery, and training related to required housing standards and relevant regulatory requirements.

Staff engaged in delivering services have to 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.<sup>44</sup> Staff uniforms will not be worn by the Provider staff when delivering services. The Provider shall ensure, however, that all staff performing the services are dressed appropriately (i.e. smart dress), taking into consideration safety and hygiene.<sup>45</sup>

## **II. Transport**

The [Statement of Requirements](#) contains detailed provisions for transport of all kinds carried out by the Providers.<sup>46</sup> Vehicles provided for transport have to be roadworthy, clean and hygienic. The Provider should clearly explain the journey and vehicle safety to the person(s) being transported, in a manner that they can understand, “recognising that some Service Users may not understand English.”<sup>47</sup> They must make arrangements for required comfort breaks on long journeys.<sup>48</sup> For every journey likely to last over 2 hours, and every subsequent 4 hour period, the Providers have to provide people with a cold packed meal and drink (water/soft drinks/tea/coffee), which meets their nutritional needs, including making appropriate allowance for dietary, religious, or cultural requirements.<sup>49</sup>

The Providers have to acknowledge that some Service Users will have characteristics, such as physical disabilities or medical conditions, which require the provision of suitable transport.<sup>50</sup> They have to ensure all vehicles have approved baby and booster seats available, and they have to show Service Users how to open, close and secure seat belt(s) for themselves and dependent children.<sup>51</sup> They have to make safe and sensitive provision for wheel-chair users and people with special needs. If there is any doubt about someone's fitness to travel, advice from a suitably qualified health professional must be sought before the journey commences.<sup>52</sup> The Provider has to record any risk, specific needs and / or prescribed medication and ensure that this is passed on to relevant Provider Staff, or to medical staff in the event that a Service User is taken to hospital in an emergency.<sup>53</sup> The Providers have to "provide appropriate assistance to Service Users in entering and exiting the vehicle where appropriate".<sup>54</sup> Dependent children or minors can only be transported with their family members or a responsible adult.<sup>55</sup>

If it is clear that a pick up is going to be late, the Provider has to contact the Home Office and the nominated contact points at the required destination to provide an estimated time of arrival and the reason for the delay.<sup>56</sup> At the time of collection, the Provider has to check that the Service User is the person named in the relevant documentation.<sup>57</sup> If necessary, they should wait for up to 30 minutes for the person at the designated collection point. The Home Office can instruct the Provider to wait longer than this.<sup>58</sup>

People are allowed to bring with them 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.<sup>59</sup> On occasion, the Home Office may specify that people are allowed more.<sup>60</sup> The Providers are responsible for loading and unloading luggage, and for helping to carry luggage to and from the vehicle on arrival as necessary.<sup>61</sup>

Providers are responsible for the property of Service Users in transit. They have to account for all items received and handed over.<sup>62</sup> In particular, they have to ensure that any prescribed medication is handed "to the new custodian" and obtain written confirmation that this has happened. If a Service User requires medication during the journey, the Provider has to ensure it is made available to them.<sup>63</sup>

On arrival at their destination, the Providers have to 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 has to maintain a record evidencing the transfer of the Service User from the driver to the agreed contact point / person.<sup>64</sup>

The Providers are under an obligation to follow relevant road safety and vehicle laws throughout, including the provision of approved baby seats and child booster seats where required. No logo identifying the vehicle as representing the Home Office can be visible. Material of a racially, sexually, or politically offensive nature must not be displayed.<sup>65</sup>

### **Failure to travel**

The Statement of Requirements states that 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 has to notify the Home Office immediately, and a written report on the matter should be submitted to the Contract Manager.<sup>66</sup>

### III. Initial accommodation

Annex E of the [Statement of Requirements](#) sets out in detail the procedure for the Home Office to work with the Accommodation Providers to refer people into Initial Accommodation (IA).<sup>67</sup> It also sets out in detail how Initial Accommodation bookings are made, and how entry into Initial Accommodation should be carried out. The Providers have to allocate people to “the most appropriate initial accommodation” in their Region.<sup>68</sup> They can allocate people to “Alternative” or “Temporary” initial accommodation only when this is full, and must move people again to “Nominated Initial Accommodation” within 24 hours of space becoming available.<sup>69</sup> It is the Home Office’s preference that IA be provided on a ‘full board’ basis, but providers can consider alternative methods of delivery as required, including self-catered or half-board accommodation.<sup>70</sup>

#### Arrival at Initial Accommodation

On arrival at Initial Accommodation, the person has to be “directed to the reserved sleeping quarters and other facilities”, moved in as soon as possible and given an induction briefing.<sup>71</sup> The person must be moved into their sleeping quarters within two hours, and if it is not possible to do so immediately, must be given access to meals as appropriate and communal areas.<sup>72</sup>

#### Full board service<sup>73</sup>

If ‘full board’ Accommodation is supplied, it has to comprise complete and adequate provisions for pregnant women, nursing mothers, babies and young children, for whom three daily meals may not be enough, and people who need special diets e.g. gluten free. Religious dietary requirements must also be catered for.<sup>74</sup> Where the Home Office is aware of specific dietary needs, it should tell the Provider. The Provider has to take proactive steps to try and ascertain whether a Service User has specific dietary needs, and let the Home Office know if so.<sup>75</sup> Each varied menu should be validated by a suitably qualified nutritionist or health professional,<sup>76</sup> and the full board service has to include additional support items required by Service Users, including baby care equipment and disposable nappies; and personal toiletries and feminine hygiene products.<sup>77</sup>

#### Induction into Initial Accommodation<sup>78</sup>

Inductions should be carried out within **one calendar day** of the person arriving, in a language understood by the Service User. At the end of the briefing the person should be provided with an information pack containing all necessary information that will enable that person to function “individually and/or as a family member, and as a member of the wider community whilst they are within Initial Accommodation.”<sup>79</sup>

The induction briefing should include material produced by the Home Office, and, as applicable: information from the AIRE provider (Migrant Help); the local health authority and the Accommodation Provider. As well as information on the routines, lay out, equipment and dining times (where applicable) of the accommodation, as a minimum the induction briefing service should include information on the asylum support process, and the rights, obligations and responsibilities of people in the asylum support system. It should signpost the person to the AIRE Provider (Migrant Help) and include information to assist in completing a support application form, as well as information on the process for issuing ASPEN cards and how and where the card can be used. It should also include signposting to the local authority health screening process and information to assist the person to attend a health screening. In addition, there should be signposting to local services and information to assist the Service User to make contact with local organisations, including voluntary sector services and independent advice service providers, relevant Local Authority Services (including social care),

legal advisers and related services, and signposting to local leisure and recreation facilities and services, shops and amenities.

As part of the induction briefing, the Provider should also provide the Service User with information on how to make complaints about them or any person or organisation, including the contact details for the AIRE provider (Migrant Help).

The AIRE provider (Migrant Help) is also obliged to provide an induction in Initial Accommodation. For more details on this see the accompanying booklet “The Advice, Issue Reporting and Eligibility Contract: A Guide”.

### **Cash Payments Service**

If Initial Accommodation is **not** provided on a full board basis, the Providers also have to provide a cash payments service on arrival at Initial Accommodation, until the Service User receives their ASPEN payment card.<sup>80</sup>

### **Health Screening in Initial Accommodation**

The Home Office requires the AASC Providers to liaise with 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.<sup>81</sup> They have to ensure that space and facilities are provided for the purposes of health screening and health provision.<sup>82</sup> They have to signpost the health screening process and its benefits as part of the induction into Initial Accommodation, and work with local health contacts to design and implement strategies to improve the proportion of people who attend their health screening.<sup>83</sup>

The Provider has to 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.<sup>84</sup>

In general, if the Home Office possesses information regarding the health or medical needs of Service Users, it “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 Providers are under an obligation to “appropriately protect such information and comply with security requirements and data protection legislation.”<sup>85</sup> If a Service User is taken ill during Service provision, the Provider has to 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 has to notify the Home Office as soon as possible from taking the decision to provide access to medical treatment or to take a Service User to hospital.<sup>86</sup>

### **Monitoring of people in Initial Accommodation**

The Providers have to keep an attendance record of people in Initial Accommodation.<sup>87</sup> This has to contain the names of all the people in Initial Accommodation, the dates of their arrival and departure, where they are resident and a confirmatory signature from the person who is deemed to be the head of household (or exceptionally another member of the household) on every day that the

accommodation is occupied, and details of any absence, authorised or unauthorised.<sup>88</sup> The Providers are responsible for telling the people accommodated of the need to sign the attendance record.<sup>89</sup>

### **Travel Assistance Service<sup>90</sup>**

Where directed by the Home Office, the Providers are under an obligation to either take the Service User, or provide them with a public transport ticket, to enable them to attend and return from: a Registrar of Births and Deaths office to register the birth of a child or death of a relative; a doctor, dentist or hospital appointment; and/or an antenatal or postnatal appointment. If doing so, they have to provide the person with the information necessary to enable them to use the public transport and make their way from the public transport to their appointment or the Registrar's office. This information should 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. They should confirm that the Service User understands any instructions or additional information they have been provided with respect to their journey.

## **IV. Asylum Dispersal**

The [Statement of Requirements](#) lays down the criteria for asylum dispersal (the process through which people seeking asylum are dispersed throughout the country into asylum accommodation). Generally, the Home Office will allocate a person seeking asylum to be accommodated in one region. The person will then be provided with Initial Accommodation in that region before being dispersed to longer-term Dispersal Accommodation in the same region.<sup>91</sup> Wherever possible, Service Users should be dispersed within the Region in which they originally applied for Asylum Support.<sup>92</sup>

The Providers are responsible for determining the allocation of dispersed accommodation, with the exception of instances where the Home Office specifies the area in which someone is to be accommodated.<sup>93</sup> Dispersal should take place within 14 days of the Provider receiving an Accommodation Request, from the Home Office, but the Home Office can specify that it should take place more quickly.<sup>94</sup> The Accommodation Requests should specify any specific requirements for those people who need to be accommodated in a specific area or locality, or people with specific characteristics, such as physical disabilities.<sup>95</sup> If a person is identified as being vulnerable or at risk, the Provider must specify how their proposal for their accommodation is adapted to their specific needs.<sup>96</sup>

The Home Office retains the right to require people to be placed by the Provider within any geographic area and/or to veto the Provider's proposals.<sup>97</sup> It can also specify a specific locality in which someone is to be accommodated.<sup>98</sup> The Providers are under an obligation to maintain ongoing consultation with the Home Office, relevant Regional Strategic Migration Partnerships (RSMPs) and Local Authorities, with regard to the location of accommodation; and the appropriate information to be shared with Local Authorities and Regional Strategic Migration Partnerships to support their planning and activities.<sup>99</sup> This does not represent a right of veto on the location of accommodation on the part of Local Authorities.<sup>100</sup>

### **Induction briefing before transport to Dispersal Accommodation<sup>101</sup>**

At least **five days before** the person is due to move to dispersal accommodation, a further induction briefing has to take place. Again, this briefing and written information given has to be conducted in a language the Service User understands. As a minimum, this briefing has to include information to help

the person understand the dispersal process and what to expect during their move; and the date and time of their transport. If they are being transported to Temporary Dispersal Accommodation, they should be given information on the process and estimated timeframes for securing them suitable, longer-term Dispersal Accommodation. They should also be given information on the local area they are being dispersed to, including any such information the Provider considers appropriate to help them to prepare to be members of the community; and information on how and where they can use their ASPEN card.<sup>102</sup>

### **Arrival at Dispersal Accommodation (including Temporary Dispersal Accommodation)**

The Accommodation providers have to provide a 'move in' service for people on arrival at their allocated Dispersal Accommodation. This applies also if the dispersal accommodation is provided on a short term basis (temporary dispersal accommodation). They have an obligation to meet the Service Users on arrival at their allocated accommodation, and to arrange for an interpreter speaking the required language to be available upon arrival if required.<sup>103</sup> There is provision for the Provider to seek instructions from the Home Office, and, where necessary provide other appropriate Temporary Dispersal Accommodation if the Accommodation provided is inappropriate given the medical or care needs of the Service User.<sup>104</sup>

### **Induction in Dispersal Accommodation**

Within **one calendar day** of arrival in dispersal accommodation or temporary dispersal accommodation the Provider has to provide a 'move in' briefing service. As a minimum, this has to include an explanation and demonstration of the operation of safety equipment and facilities; information on the kinds of services people can expect, information about behavioural expectations and signposting to the AIRE provider (Migrant Help), information to assist the Service User to make contact and register with a local GP Surgery and Dentist (including information on their location) and information on the local area, including the location of local shops, amenities and facilities.<sup>105</sup>

Within **seven calendar days** an additional 'move in' briefing service has to be provided, including:

- information on how to register children in appropriate schools (where applicable);
- signposting to local services and information to assist people to make contact with local organisations, including:
  - i) voluntary sector services and other independent service providers;
  - ii) the Home Office's asylum support services;
  - iii) relevant Local Authority services, including social care;
  - iv) emergency services and the local Police service;
  - v) legal advisers and related services;
  - vi) local leisure and recreation facilities and services, and
  - vii) local religious and cultural facilities, where appropriate.<sup>106</sup>

The briefings should also include any additional information the Provider is instructed to provide by the Home Office or the Local Authority, police or local health authority or which it considers relevant.<sup>107</sup> At the end of the briefings, the Accommodation Provider has to give the person an information pack containing all necessary information that will enable them to function individually and / or as a family member and as a member of the community in which they are placed.<sup>108</sup> They have to regularly update these 'move in' briefings to keep up to date with the latest changes in the area and the latest policies and guidance.<sup>109</sup>

## GP registration

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 people to register.<sup>110</sup> Under normal circumstances, this is limited to ensuring that people have all the necessary information, in a language that they understand, to register with their local GP practice and dentist.<sup>111</sup> When a person has an obvious and urgent health care requirement, or a pre-existing health condition, the Provider has to take direct action to ensure that registration is carried out.<sup>112</sup> Such conditions include long term conditions that need regular medication or treatment, including, but not limited to diabetes, heart problems, asthma, epilepsy, haemophilia, non-active TB;<sup>113</sup> HIV, if already diagnosed and if no continuation of care arrangements have been made before dispersal; contagious diseases which represent a serious risk to the health of the Service User and/or a public health risk; physical disabilities; acute mental health issues; pregnancy; and/or children under twelve months.<sup>114</sup>

If someone with a pre-existing medical condition is without a supply of prescribed medication, this assistance has to be given on the **day of arrival** at dispersal accommodation,<sup>115</sup> if a person is in urgent need of a new supply of prescription medication within **two working days** of arrival, and in other cases within **five working days** of arrival. The Providers are in these cases required to provide assistance in helping the Service User to complete the registration process.

Within two working days of a "dispersal event" the Accommodation Providers also have to notify the GP Practice (covering the area into which a Service User is dispersed) with the names and addresses of any Service User moving out of or into the area of the relevant GP Practice. If it is obvious on arrival at the accommodation that previous unreported health needs exist, the Provider has to inform the relevant GP Practice or take emergency action to assure the safety and wellbeing of the Service User.<sup>116</sup> Guidance on what is regarded as an obvious and/or health care requirement is set out in Annex D to the [Statement of Requirements](#).

## Cash Payments / Food Voucher Service

The Providers are under an obligation to issue a cash payment to a person on **Section 95** support 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 is lost, stolen or otherwise not available to the Service User.<sup>117</sup>

For a person on **Section 4**, the Providers are under an obligation to issue Food Vouchers on arrival at the accommodation as a temporary measure until the Service User receives their Section 4 payment card or for the next 14 days; or as an emergency measure for 14 days to meet the person's requirements in the event that the Section 4 payment card is either lost or stolen. The Providers are under an obligation to ensure that upon receipt from the Home Office, all Section 4 payment cards are issued to Service Users within the 14 day period and that people are briefed on their use.<sup>118</sup>

## Travel Assistance Service

Where directed by the Home Office, the Providers are under an obligation to either take the Service User, or provide them with a public transport ticket, to enable them to attend and return from a Registrar of Births and Deaths office to register the birth of a child or death of a relative; a doctor, dentist or hospital appointment; and/or an antenatal or postnatal appointment. If doing so, they have to provide the Service User with the information necessary to enable them to use public transport, and to make their way from the public transport to their appointment or the Registrar's office. This information should 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. They should confirm that the Service User understands any instructions or additional information they have been provided with respect to their journey.<sup>119</sup>

## V. Accommodation Standards

Detailed information on the standards in accommodation to be provided under the contract can be found in Annex B to the [Statement of Requirements](#). There are four distinct levels for accommodation standards: **Safe, Habitable, Fit for Purpose and Correctly Equipped**, based on published guidance in the form of the Decent Home Standard, the Welsh Quality Homes Standard and the Scottish Housing Quality Standard.<sup>120</sup> In addition to meeting the standards set out, the Providers have to ensure that accommodation meets any statutory housing standards which are applicable in the region and that licensable accommodation has been licensed by the Local Authority prior to the property being used, and is compliant with the requirements of the Local Authority license whilst in use.<sup>121</sup> Annex B to the [Statement of Requirements](#) provides a lot of detail as to the standards that are required, and the action to be taken if they are not met, and this (including response times) is summarised in the poster we have produced to go with this guide.

The Statement of Requirements further specifies that 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**", and includes stipulations on the state of paint or emulsion surfaces, wallpapered surfaces, wood surfaces, wall and floor tiles, internal and external aspects and gardens.<sup>122</sup> It lays out stipulations for **disabled Service Users or those with specific needs**<sup>123</sup>, and for the maintenance of public areas.<sup>124</sup> The Provider has to ensure that access to all properties is clearly marked, and all external door furniture is in good working order.<sup>125</sup>

In **Self Contained Family Accommodation** the Providers have to provide, where necessary, childcare equipment, including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.<sup>126</sup> They have to ensure child safety gates are fitted on each staircase (where appropriate), and that families have their own bathroom.<sup>127</sup> Each Service User should be provided, as a minimum, with new personal linen.<sup>128</sup>

In **Houses of Multiple Occupation**, there has to be the provision of named and working bells or intercoms for each individual Service User unit and there has to be provision for the secure receipt of post and deposit of calling cards.<sup>129</sup> People should not be dispersed into Houses of Multiple Occupation with people who are not supported by the Home Office, unless they are in an independent and self-contained unit (ie within a separate and lockable suite including bedroom, bathroom and kitchen, or in a separate wing of a building)<sup>130</sup> or with people who have been granted leave to remain more than 6 months ago.<sup>131</sup>

A detailed list of the **facilities** which the Accommodation Providers are required to supply in accommodation is supplied in Annex B of the [Statement of Requirements](#).<sup>132</sup>

**Bathrooms** should include: a bath and/or shower; a wash basin; and a waterproof covering for the bath or shower (e.g. shower curtain or equivalent). WCs are to be located separately wherever possible.

**Kitchen** equipment should include: cookware and utensils; a refrigerator and freezer; a food preparation area; a sink and hygienic worktops, a cooker or oven and hob and a microwave. A broom and / or other forms of floor cleaning equipment and access to laundry facilities should be provided, as well as cutlery and crockery; an ironing board; appropriate drying facilities (eg an airer or a clothes line); hygienic floor coverings; cupboards; a dustpan and brush; a mop and a clothes iron.

**Bedrooms** should include: single beds or double beds (to suit the composition of Service Users); one wardrobe per room (or one per single person when the room is shared by unrelated adults); one chest of drawers per room (or one per single Service User when the room is shared by unrelated adults); and curtains or blinds on the windows.

**Dining and living** facilities should include: a table; one dining chair per Service User; one armchair or sofa seat per Service User and one armchair or sofa seat per service user; and curtains or blinds on the windows

Entitlements to **Personal linen** are: two bath towels; two hand towels; two face flannels; one tea towel; two sheets; two pillows and pillow cases; two blankets/one duvet and two duvet covers.

See Annex B (B.13) of the [Statement of Requirements](#) for full details, including specifications for families. Much of this information is also replicated in the [Home Office Guide to Living in Asylum Accommodation](#).

Prior to moving Service Users into accommodation, the Providers are obliged to inspect and validate that the accommodation meets the required standards.<sup>133</sup>

Maintaining accommodation as Safe, Habitable and Fit for Purpose are Key Performance Indicators for the accommodation providers. The Provider has to monitor the KPIs and report the degree to which they have been met, and if they are not met they may be required to provide compensation to the Home Office.<sup>134</sup>

### **Pre-planned maintenance and property inspections**

Providers are required to develop and keep pro-active maintenance plans to ensure that their accommodation meets the required standards. They have to inspect each property **at least once per calendar month** and update their plans accordingly.<sup>135</sup> Prior to any pre-planned maintenance work, Service Users in the Accommodation should be provided with **five working days' notice** that maintenance work is planned and should be **briefed** 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 accompanied by a **written instruction** to the Service Users in a language and form understood by them.<sup>136</sup> Providers are to 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.<sup>137</sup> Within **one calendar week** of pre-planned maintenance, they are to reinspect the accommodation, to ensure that it meets the required standards.<sup>138</sup>

### **Reactive maintenance**

A reactive and emergency maintenance service has to be provided 24 hours a day, every day of the year.<sup>139</sup> Through it, Providers are required to address maintenance requirements identified through

their monthly property inspections; Service User reports of maintenance issues or complaints referred by the AIRE Provider (Migrant Help); the Home Office's inspection or compliance activities or recommendations or requirements from relevant regulatory bodies, such as Local Authorities, environmental health services or Fire and Rescue services.

Providers are required to **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. Providers have to reinspect the Accommodation, **within one calendar week** of reactive maintenance work being completed, to assure that the Accommodation meets the Home Office's standards.<sup>140</sup>

These standards appear in Annex B to the [Statement of Requirements](#) and are summarised in the poster we have produced to go with this guide. See the section on [interaction with Migrant Help](#) for the way in which accommodation providers are supposed to work with Migrant Help to address reactive maintenance issues and complaints about accommodation.

### Room sharing

Annex C to the [Statement of Requirements](#) sets out detailed specifications on room sharing. The Providers can allocate accommodation so that the following people can share the same bedroom:

- husband and wife;
- people the Home Office has agreed may cohabit;
- related children of the same sex under 16;
- related children of different sexes under ten (or 16 where they are all in Initial Accommodation);
- a couple and one child under ten (or 16 where they are all in Initial Accommodation);
- a single parent and one child under ten (or 16 where they are all in Initial Accommodation);  
or
- a couple or single parent and more than one of their children under 16 (provided they are all in Initial Accommodation).<sup>141</sup>

They **cannot** accommodate the following people in the same sleeping quarters with other unrelated adults:

- Service Users who the Authority or the Provider have identified as having specific needs or being at risk;
- pregnant women who are within six weeks of their due date; and
- anyone else who the Home Office has instructed should not share sleeping quarters with other Service Users.<sup>142</sup>

They are not allowed to accommodate unrelated adults of the opposite sex in the same sleeping quarters, without Home Office consent.<sup>143</sup>

Sleeping quarters must always be appropriately sized for the number of occupants. The occupancy of each bedroom should not exceed that specified in the appropriate space standard, as defined in relevant legislation and/or in Local Authority licensing requirements, where applicable.<sup>144</sup>

## Relocation

Detailed specifications on relocation are set out in Annex C of the [Statement of Requirements](#).

The Providers have to refer any relocation request by Service Users to the Home Office.<sup>145</sup>

Accommodation providers are permitted to move Service Users (other than in Initial Accommodation): to make more efficient and effective use of their property portfolio or to vacate the accommodation to allow for major pre-planned maintenance.<sup>146</sup> Any move has to be necessary, reasonable and proportionate and carried out in accordance with relocation guidance issued by the Home Office. Any move has to take into account the general desirability of keeping people in an area in which they have become settled. The Home Office reserves the right to veto moves that clearly do not follow the allocations policy set out in Annex A to the [Statement of Requirements](#).<sup>147</sup>

In order to carry out a relocation, the Provider has to submit a Relocation Request to the Home Office, notifying them of the details of the accommodation it wants to move the person to. The Home Office has to confirm its approval of this and then the provider has to issue an accommodation proposal in the usual way.<sup>148</sup> The Providers have to give people at least 7 calendar days notice of any intended relocation, unless the accommodation is unsafe or uninhabitable and cannot be rectified in accordance with the response times<sup>149</sup> (see section on [accommodation standards](#)). They have an obligation to brief Service User(s) fully on what will happen before and during the relocation in a language understood by the Service Users.<sup>150</sup>

No-one should be moved in this way (at the initiative of the Provider) more than twice in any twelve month period.<sup>151</sup>

Pregnant women who are within six weeks of their due date, or within 6 weeks of giving birth, **should not** be moved (unless relocation is necessary to ensure the safety and wellbeing of pregnant woman and / or her unborn child).<sup>152</sup> There is also provision for when people need to be moved as a matter of urgency (eg unsafe property, domestic violence, racial or other harassment), where the Provider can relocate someone immediately but shall notify the Home Office at the earliest opportunity.<sup>153</sup>

## VI. People at risk or with specific needs

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 Home Office if they believe or suspect someone may have specific needs or be at risk, or is demonstrating indicators of being at risk, in accordance with Home Office guidance.<sup>154</sup> Equally, when the Home Office is aware of someone who may have specific needs or be at risk, they have to notify the Accommodation Provider.

For the purposes of the accommodation contracts, **an adult at risk or with specific needs** is defined as “a person aged 18 years or over who is, or may be: in need of community care services by reason of mental or other disability, age or illness<sup>155</sup>; *and* unable to take care of themselves or unable to protect themselves against significant harm or exploitation<sup>156</sup>; *or* at risk of self-harm or suicide<sup>157</sup>; *or* a victim of modern slavery.<sup>158</sup>”

This definition and some of the indicators that may identify adults at risk are set out in Annex G to the Statement of Requirements. Indicators listed (not exhaustive) include: Threats of suicide/self-harm; Domestic violence/ gender based violence; Victim of Modern Slavery; Female Genital

Mutilation; Lesbian, Gay, Bi-sexual, Trans and Intersex ; Mental Health conditions; Physical Disability; and Victims of torture or degrading and inhumane treatment.<sup>159</sup>

The Accommodation Providers are required to be proactive in monitoring and identifying people with specific needs or at risk Service Users within their care.<sup>160</sup> The Providers also have to be proactive in making referrals to relevant statutory and/or voluntary services for an assessment of Service User needs, where appropriate.<sup>161</sup>

Where the Home Office is aware of a Service User who may have specific needs or be at risk, it has to notify the Provider and provide instructions on any specific Accommodation or support requirements.<sup>162</sup>

Where a Provider believes that a Service User may be at risk or have specific needs, it has to respond appropriately in accordance with Home Office requirements.<sup>163</sup> The Provider may refer to the Home Office for guidance where appropriate.<sup>164</sup>

### **Action to be taken by Accommodation Providers in responding to People at risk / with specific Needs**

The Providers have to respond appropriately 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, with appropriate adaptations to meet the needs of Service Users, as required; ensuring that people in need of care or medical treatment have access to appropriate healthcare; and operating in accordance with [room sharing](#) and [relocation](#) guidelines.<sup>165</sup>

It also includes:

- 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);<sup>166</sup>
- 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;
- 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.<sup>167</sup>

Where the Home Office is aware that someone has specific needs or is at risk, and requires referral to a Local Authority team for a care and support assessment, the Home Office has to make the relevant referral, and provide instructions to the Accommodation Provider setting out their actions

in support of the referral process and its outcomes.<sup>168</sup> They have to 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 they have sought input from the Home Office to ensure their guidance and materials align with the Home Office's safeguarding strategy.<sup>169</sup>

## VII Reporting Service

The Provider's housing officers are required to visit all Service User Accommodation at least once per month, or more frequently where instructed to do so by the Home Office (see also section on [property inspections](#)). They have to proactively monitor and report to the Home Office matters pertaining to changes in the circumstances of Service Users. Any incidents involving serious injury, accident or death, serious illness, violent or aggressive incidents, any event which may have a negative effect on the reputation of the Home Office or accommodation provider and any incident which may have a bearing on the safety of visiting Home Office or Provider staff has to be reported to the Home Office within four hours.<sup>170</sup> Allegations of sexual or physical abuse, safeguarding of children or vulnerable adults, neglect, harassment or exploitation must be reported within one working day,<sup>171</sup> as must disputes with neighbours, arrests or enforcement notices, reported thefts, suspicions of fraud in obtaining support, criminal activity, reasonable suspicions that a Service User may be living beyond the means of their support or working for payment; any serious event, incident or occurrence at accommodation; absences of Service User from accommodation for more than 7 days and nights (including hospitalisations), persistent absences or, for people on Section 4 support, absences for fourteen days and nights in any six calendar month period. In response to these circumstances, the Providers have to comply with Home Office instructions, including making sleeping quarters available for use by other Service Users when instructed to do so.<sup>172</sup>

The Accommodation Providers further are supposed to manage anti-social and violent behaviour in asylum accommodation, by investigating and recording all incidents of anti-social and/or violent behaviour by or affecting Service Users in their Accommodation and reporting findings to the Home Office. Whenever possible they are to resolve minor incidents of anti-social behaviour. They have to inform the relevant Local Authority / Police and report to the Home Office with supporting evidence of serious or persistent anti-social and/or violent behaviour, including a record of any remedial actions taken by them. Where the Providers believe, or have reasonable grounds to suspect, that any serious or persistent anti-social and/or violent behaviour may represent a risk to the safety and wellbeing of Service Users, its staff, or members of the community, they have to take appropriate and necessary action to assure their safety and wellbeing, seeking the approval of the Home Office beforehand, or if emergency action is required, notifying them as soon as possible afterwards.<sup>173</sup>

Providers are also required, "on reasonable notice and at reasonable times" to "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: a. monitoring the Provider's provision of the Services under this Contract; and/or b. installing, maintaining and removing appropriate electronic monitoring equipment for use in the monitoring of Service Users within the relevant Accommodation."<sup>174</sup>

## VIII Interaction with the AIRE Provider (Migrant Help): Accommodation Maintenance Requests, Requests for Assistance and Complaints.

The Statement of Requirements states that the Accommodation Providers “**shall encourage Service Users**” to direct **feedback**,<sup>175</sup> reports of **maintenance issues**,<sup>176</sup> **requests for assistance**<sup>177</sup> and **complaints**<sup>178</sup> to the AIRE Provider (Migrant Help), through the single point of contact.

Accommodation Providers have to signpost to supported people the ways and means for them to provide feedback or make a complaint to Migrant Help, including by ensuring the number to call is clearly displayed in a place which is visible and accessible within their properties. As and when necessary, they have to demonstrate the process for providing feedback and making complaints, in a manner that Service Users can understand.<sup>179</sup>

Accommodation Providers are not required to refer **feedback** received directly by them from Service Users about their services to Migrant Help<sup>180</sup>, but should use it to “inform and influence continuous improvement” in service delivery.<sup>181</sup>

Likewise, Accommodation Providers are not required to refer **reports of maintenance issues** received directly, for example during property visits, to Migrant Help<sup>182</sup>, but are required to record the issue and rectify it within the specified response time (see the poster accompanying this guide). If they do not rectify the issue within the relevant response time, and receive further communication from the Service User about the issue, this constitutes a **complaint** and has to be dealt with accordingly.<sup>183</sup>

Where **requests for assistance** (communications identifying risks to health and wellbeing, or concerns over welfare) are received, either through Migrant Help or through the Accommodation Providers identifying support needs through regular inspection activities or being informed directly by Service Users, the Accommodation Providers are responsible for taking the action they consider necessary to assure the safety and wellbeing of Service Users, and have to notify the Home Office and Migrant Help accordingly (see sections on [People with Specific Needs](#) and [Reporting Service](#)).

A **complaint** is “an expression 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.”

The Accommodation Providers are responsible for responding to, and resolving the Service User’s complaint within **5 working days** of receiving the referral from Migrant Help, unless it relates to an accommodation defect, in which case they have to take appropriate action in accordance with the relevant response time (see the poster accompanying this guide). Where they are informed of a complaint directly by Service Users during property visits, they have to inform Migrant Help **on the same day**, and are then responsible for responding to and resolving to the complaint as above. They have to notify Migrant Help and the Service User of their response, and complaints that cannot be resolved to the satisfaction of the Service User have to be escalated to the Home Office.

More detailed information on the how the interaction between the Accommodation Providers and Migrant Help on maintenance issues, requests for assistance and complaints (including what communication Service Users should receive about what is happening in response to complaints raised) is contained in the accompanying guide the Advice, Issue Reporting and Eligibility Contract (AIRE): A Guide (pp 12-17).

## VII. Support Cessation

The Statement of Requirements sets out stipulations in respect of cessation of support. The Home Office continues to pay the Providers for a specified notice period after a person's entitlement to support has been stopped and notification has been sent to the Provider (including weekends). These periods are: **28 calendar days** for granted asylum seekers; **21 calendar days** for refused asylum seekers with appeals rights exhausted; **14 calendar days** for Service Users who have withdrawn their asylum claim or received a discontinuation of Section 4 support and; **7 calendar days** as a result of compliance activity. The Statement of Requirements states "The Provider shall be responsible for the removal of former Service Users from accommodation once entitlement for Accommodation and Support has ceased."<sup>184</sup>

Within two working days of being notified by the Home Office of the cessation of support following a positive asylum decision, the Providers have to inform the Local Authority that they are ceasing support, including the composition of the household, the date Home Office support will cease, any known Service User needs, and any other information specified by the Local Authority to help them prevent the homelessness of Service Users once their support has ceased.<sup>185</sup>

- 
- <sup>1</sup> AASC Contract T&Cs, 2
- <sup>2</sup> <https://www.contractsfinder.service.gov.uk/Notice/0c6741e7-ea28-4b46-b74d-b3e35587d4fc?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>3</sup> <https://www.contractsfinder.service.gov.uk/Notice/cb6aa97e-a5a8-4e5e-9368-268d4923d68a?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>4</sup> <https://www.contractsfinder.service.gov.uk/Notice/3ce95c90-d18e-4568-8512-d6bab6f78ca0?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>5</sup> <https://www.contractsfinder.service.gov.uk/Notice/24c6a868-8e1a-4775-8d4f-ab750854d367?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>6</sup> <https://www.contractsfinder.service.gov.uk/Notice/eea95799-92db-4968-bf8a-004bd39868de?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>7</sup> <https://www.contractsfinder.service.gov.uk/Notice/a569f254-af0a-4ec8-a6a1-6622baa435ab?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>8</sup> <https://www.contractsfinder.service.gov.uk/Notice/7dc0db40-c8f9-4cbc-bad5-744a28d6fecf?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>9</sup> <https://www.contractsfinder.service.gov.uk/Notice/79fd7209-ce47-453d-8880-a837bfbdb3ef9?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>10</sup> <https://www.contractsfinder.service.gov.uk/Notice/028be8bb-3c69-494d-bfdd-59c2e1b34379?p=@FQxUIRRPT0=NjJNT08=U>
- <sup>11</sup> AIRE statement of Requirements, 1.1.1
- <sup>12</sup> Contract T&Cs, 3.2
- <sup>13</sup> AASC Contract T&Cs, 6 and Schedule 12
- <sup>14</sup> Schedule 12
- <sup>15</sup> Contract T&Cs, 7.6 (a)
- <sup>16</sup> Contract T&Cs, 7 and Schedule 12
- <sup>17</sup> Schedule 7 6.1.1.1.
- <sup>18</sup> The template for this matrix can be found at the end of Schedule 7, Contract Management
- <sup>19</sup> Schedule 7, 9.1.1
- <sup>20</sup> AASC Statement of Requirements 1.2.8.4
- <sup>21</sup> AASC Statement of Requirements 1.2.8.1
- <sup>22</sup> AASC Statement of Requirements 1.2.8.2
- <sup>23</sup> AASC Statement of Requirements 1.2.8.3
- <sup>24</sup> AASC Schedule 13, 4
- <sup>25</sup> AASC Schedule 13,5
- <sup>26</sup> Contract T&Cs, 33, 34
- <sup>27</sup> Contract T&Cs 33.1
- <sup>28</sup> Contract T&Cs 34.2
- <sup>29</sup> Contract T&Cs 34.1
- <sup>30</sup> Contract T&Cs 34.3
- <sup>31</sup> AASC Statement of Requirements 1.2.1.2
- <sup>32</sup> AASC Statement of Requirements 1.2.1.1
- <sup>33</sup> AASC Statement of Requirements 1.2.1.2
- <sup>34</sup> Annex F to the contracts sets out principles of procedural fairness
- <sup>35</sup> AASC Statement of Requirements 1.2.1.8
- <sup>36</sup> AASC Statement of Requirements 1.2.1.3
- <sup>37</sup> AASC Statement of Requirements 1.2.1.9
- <sup>38</sup> AASC Statement of Requirements 1.2.1.9
- <sup>39</sup> AASC Statement of Requirements 1.2.9
- <sup>40</sup> Schedule 7 para 8, page 10
- <sup>41</sup> Contract T&Cs, page 28
- <sup>42</sup> Schedule 7, para 8.3.2 page 10
- <sup>43</sup> in section 1.2.3: Personnel standards and section 1.2.4 Training
- <sup>44</sup> AASC Statement of Requirements 1.2.3.9

- 
- <sup>45</sup> AASC Statement of Requirements 1.2.3.10
- <sup>46</sup> AASC Statement of Requirements 3
- <sup>47</sup> AASC Statement of Requirements 3.4.7
- <sup>48</sup> AASC Statement of Requirements 3.4.8
- <sup>49</sup> AASC Statement of Requirements 3.4.9 6
- <sup>50</sup> AASC Statement of Requirements, 3.1.6
- <sup>51</sup> AASC Statement of Requirements 3.7.5
- <sup>52</sup> AASC Statement of Requirements, 1.4.4
- <sup>53</sup> AASC Statement of Requirements, 1.4.6
- <sup>54</sup> AASC Statement of Requirements 3.7.6
- <sup>55</sup> AASC Statement of Requirements 3.4.3
- <sup>56</sup> AASC Statement of Requirements, 3.2.3
- <sup>57</sup> AASC Statement of Requirements, 3.4.1
- <sup>58</sup> AASC Statement of Requirements 3.4.2
- <sup>59</sup> AASC Statement of Requirements 3.5.1
- <sup>60</sup> AASC Statement of Requirements 3.5.2
- <sup>61</sup> AASC Statement of Requirements 3.5.3
- <sup>62</sup> AASC Statement of Requirements 3.4.5
- <sup>63</sup> AASC Statement of Requirements 3.4.6
- <sup>64</sup> AASC Statement of Requirements, 3.4.10
- <sup>65</sup> AASC Statement of Requirements 3.7.4
- <sup>66</sup> AASC Statement of Requirements 3.2.4
- <sup>67</sup> AASC Statement of Requirements Annex E E.1.3
- <sup>68</sup> AASC Statement of Requirements Annex E E.4.4.
- <sup>69</sup> AASC Statement of Requirements Annex E E.4.4.
- <sup>70</sup> AASC Statement of Requirements 2.3.5
- <sup>71</sup> AASC Statement of Requirements Annex E E.3.3
- <sup>72</sup> AASC Statement of Requirements Annex E E.3.3
- <sup>73</sup> Detailed specifications on the full board service are set out in paragraph 4.1.4 of the Statement of Requirements.<sup>73</sup>
- <sup>74</sup> AASC Statement of Requirements, para 2.3.6 page 27
- <sup>75</sup> AASC Statement of Requirements, para 2.3.7 page 28
- <sup>76</sup> AASC Statement of Requirements, 4.1.4.5
- <sup>77</sup> AASC Statement of Requirements 4.1.4.6
- <sup>78</sup> Detailed requirements for the induction briefing which people should receive are set out in paragraph 4.2.2 of the Statement of Requirements
- <sup>79</sup> AASC Statement of Requirements Annex E 4.2.2
- <sup>80</sup> AASC Statement of Requirements 4.1.5.5.
- <sup>81</sup> AASC Statement of Requirements, 1.7.1 page 21
- <sup>82</sup> AASC Statement of Requirements, 1.7.2 page 21
- <sup>83</sup> AASC Statement of Requirements, 1.7.4 page 21
- <sup>84</sup> AASC Statement of Requirements, 1.7.9 p22
- <sup>85</sup> AASC Statement of Requirements 1.4.2 Where the Authority
- <sup>86</sup> AASC Statement of Requirements 1.4.3
- <sup>87</sup> AASC Statement of Requirements Annex E E.4.5
- <sup>88</sup> AASC Statement of Requirements Annex E E.5.1
- <sup>89</sup> AASC Statement of Requirements Annex E E.5.3
- <sup>90</sup> AASC Statement of Requirements 4.3.1
- <sup>91</sup> AASC Statement of Requirements 2.3.2
- <sup>92</sup> AASC Statement of Requirements Annex A A.2.1
- <sup>93</sup> AASC Statement of Requirements 2.1.6
- <sup>94</sup> AASC Statement of Requirements Annex A A.1.1
- <sup>95</sup> AASC Statement of Requirements Annex A A.1.2.4
- <sup>96</sup> AASC Statement of Requirements Annex A A.1.5
- <sup>97</sup> AASC Statement of Requirements 2.4.7
- <sup>98</sup> AASC Statement of Requirements 2.1.6

- 
- 99 AASC Statement of Requirements 2.4.1
  - 100 AASC Statement of Requirements 2.4.3
  - 101 AASC Statement of Requirements 4.4.2
  - 102 AASC Statement of Requirements 4.2.2
  - 103 AASC Statement of Requirements, 4.4.1
  - 104 AASC Statement of of Requirements, 4.4.1.2
  - 105 AASC Statement of Requirements, 4.4.1.3
  - 106 AASC Statement of Requirements, 4.4.1
  - 107 AASC Statement of Requirements, 4.4.1
  - 108 AASC Statement of Requirements, 4.4.1
  - 109 AASC Statement of Requirements 4.4.1 (8)
  - 110 AASC Statement of Requirements, 1.7.5
  - 111 AASC Statement of Requirements, 1.7.4
  - 112 AASC Statement of Requirements, 1.7.6
  - 113 AASC Statement of Requirements, Annex D, 1.6.1
  - 114 AASC Statement of Requirements Annex D, 1.6
  - 115 AASC Statement of Requirements, 4.4.5
  - 116 AASC Statement of Requirements, 4.4.7
  - 117 AASC Statement of Requirements, 4.1.5.6
  - 118 AASC Statement of Requirements, 4.1.5.3
  - 119 AASC Statement of Requirements, 4.3.1
  - 120 AASC Statement of Requirements Annex B B.1.3
  - 121 AASC Statement of Requirements Annex B B.1.3
  - 122 AASC Statement of Requirements Annex B B.4.3
  - 123 AASC Statement of Requirements Annex B B5
  - 124 AASC Statement of Requirements Annex B B6 and B7
  - 125 AASC Statement of Requirements Annex B B.8.1 and B.8.2
  - 126 AASC Statement of Requirements Annex B B.10.2
  - 127 AASC Statement of Requirements Annex B B.13.1
  - 128 AASC Statement of Requirements Annex B B.10.3.4 and B.13.2
  - 129 AASC Statement of Requirements Annex B B.8.1
  - 130 AASC Statement of Requirements Annex C, C.1.9.1
  - 131 AASC Statement of Requirements Annex C, C.1.9.2
  - 132 AASC Statement of Requirements Annex B B.13.1
  - 133 AASC Statement of Requirements 4.1.2.1
  - 134 AASC Statement of Requirements 1.2.8
  - 135 AASC Statement of Requirements 4.1.2.6
  - 136 AASC Statement of Requirements 4.1.2.8
  - 137 AASC Statement of Requirements 4.1.2.8.c
  - 138 AASC Statement of Requirements 4.1.2.8.g
  - 139 AASC Statement of Requirements 4.1.2.10
  - 140 AASC Statement of Requirements 4.1.2
  - 141 AASC Statement of Requirements, Annex C, C.1.3
  - 142 AASC Statement of Requirements, Annex C, C.1.7
  - 143 AASC Statement of Requirements, Annex C, C.1.5
  - 144 AASC Statement of Requirements, Annex C, C.1.4
  - 145 AASC Statement of Requirements, Annex C, C.2.11
  - 146 AASC Statement of Requirements, Annex C, C.2.1
  - 147 AASC Statement of Requirements, Annex C, C.2.2
  - 148 AASC Statement of Requirements, Annex C, C.2.3
  - 149 AASC Statement of Requirements, Annex C, C.2.9
  - 150 AASC Statement of Requirements, Annex C, C.2.9
  - 151 AASC Statement of Requirements, Annex C, C.2.5
  - 152 AASC Statement of Requirements, Annex A, C.2.6
  - 153 AASC Statement of Requirements, Annex C, C.2.10
  - 154 AASC Statement of Requirements 1.2.5.2
  - 155 AASC Statement of Requirements Annex G G.1.1

- 
- 156 AASC Statement of Requirements Annex G G.1.2  
157 AASC Statement of Requirements Annex G G.1.3  
158 AASC Statement of Requirements Annex G G.1.4  
159 AASC Statement of Requirements Annex G G.2  
160 AASC Statement of Requirements 1.2.1.5 and Annex G G3-G.5  
161 AASC Statement of Requirements 1.2.1.5  
162 AASC Statement of Requirements 1.2.1.4  
163 AASC Statement of Requirements 1.2.1.6 and Annex G G.6  
164 AASC Statement of Requirements 1.2.1.7  
165 AASC Statement of Requirements 1.2.5.4  
166 AASC Statement of Requirements 1.2.5.4  
167 AASC Statement of Requirements 1.2.5.4  
168 AASC Statement of Requirements 1.2.5.5  
169 AASC Statement of Requirements 1.2.5.3  
170 AASC Statement of Requirements 4.4.3  
171 AASC Statement of Requirements 4.4.3  
172 AASC Statement of Requirements 4 4 3  
173 AASC Statement of Requirements 4.4.4  
174 AASC Statement of Requirements 4.1.1.4  
175 AASC Statement of Requirements Annex H H.2.1  
176 AASC Statement of Requirements Annex H H.3.2  
177 AASC Statement of Requirements Annex H H.4.2  
178 AASC Statement of Requirements Annex H H.5.2  
179 AASC Statement of Requirements 4.4.2  
180 AASC Statement of Requirements Annex H H.2.2  
181 AASC Statement of Requirements Annex H H.2.3  
182 AASC Statement of Requirements Annex H H.3.3  
183 AASC Statement of Requirements Annex H H.3  
184 AASC Statement of Requirements 2.9.3  
185 AASC Statement of Requirements 4.4.7.3