



COMPASS PROJECT

Schedule 2

ACCOMMODATION & TRANSPORT - STATEMENT OF REQUIREMENTS

[Note: Any references within this document to existing or proposed representative groups e.g. Regional Strategic Migration Partnerships (RSMP) and GP Practices are subject to change]

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STATEMENT OF REQUIREMENTS

1 STATUTORY & MANDATORY REQUIREMENTS AND GENERAL PRINCIPLES

1.1 STATUTORY & MANDATORY REQUIREMENTS

- 1.1.1 The Provider in delivering all the services defined within this Schedule 2 shall ensure that it complies with all relevant mandatory and statutory requirements and the Authority's rules, guidance, instructions and policies including but not limited to housing, food, road traffic, hygiene, employment, equal opportunities, race relations, child protection, data protection and health and safety. Should there be any conflict between the requirements of this Schedule and Relevant Law then Relevant Law shall prevail.
- 1.1.2 The Provider shall procure all premises, equipment and facilities required to deliver the service and these should meet all regulatory requirements and be suitable for the purpose.
- 1.1.3 The Provider shall comply with the duties imposed on them by section 55 of the Border, Citizenship and Immigration Act 2009, and the children's duty, to safeguard children from harm and promote their welfare.
- 1.1.4 The Provider shall in delivering the services comply with:
- The Authority's guidance relating to information technology and security
 - The Authority's instructions relating to the security, administration and issue of Interim Support Tokens (IST)
 - The Authority's Policies and Guidance in particular relating to domestic violence, racist incidents, asylum care needs and dispersal guidelines and relocations
 - The Authority's policies and guidance issued in support of wider Home Office objectives
- 1.1.5 For the purposes of dispersal of Service Users to the Specified Region and to areas within the Specified Regions, the Provider shall comply with: Directives, Guidance or Instructions issued by the Authority in response to proposals from relevant Regional Strategic Migration Partnerships.

1.2 GENERAL PRINCIPLES

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

1.2.1 Service Users: Background Information

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

1.2.1.2 In particular, the Provider acknowledges and agrees that Service Users will:

- 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
- Be from many countries and speak various languages (of which English may not necessarily be one)
- Be individuals, couples or family units. The size of the family units may range from single parent families to larger extended families
- Be Complex Bail Cases defined here on in as a Service User who is typically a Foreign National Prisoner released on Criminal Bail

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

- Physical disabilities
- Medical conditions
- Age related characteristics

- Vulnerability¹

1.2.1.4 The Authority will notify the Provider when a Service User has been evaluated and assessed as having one of the above characteristics.

1.2.1.5 The Provider must treat all Service Users in a polite and courteous manner recognising their rights as individuals and respecting the confidential nature of personal data in their possession.

1.2.1.6 The Provider agrees and acknowledges that the safety and security of the Service Users in the Provider's care is of absolute importance and must not be jeopardised. The Provider shall be responsible for the general welfare of Service Users in its care. The Provider must provide decent conditions, to the extent that this is within its power, for Service Users and meet their needs, including in respect of health care.

1.2.1.7 Proper care should be taken to protect Service Users from curiosity, insult and physical harm during transport.

1.2.2 Hours of Operation

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

¹ Extract from Statutory Instrument 2005 No 7: When the Secretary of State is providing support or considering whether to provide support under section 95 or 98 of the 1999 Act to an asylum seeker or his family member who is a vulnerable person, he shall take into account the special needs of that asylum seeker or his family member.

A vulnerable person is -

1. A minor;
2. A disabled person;
3. An elderly person;
4. A pregnant woman;
5. A person who has been subjected to torture, rape or other serious forms of psychological, physical or sexual violence;
6. A person who has had an individual evaluation of his situation that confirms he has special needs.

1.2.3 Personnel Standards

- 1.2.3.1 The Provider shall ensure that the recruitment, selection and training of its staff, including persons employed by or as agents of sub-contractors to the Provider, are consistent with the standards of service required for the performance of the service. The Provider will fully equip and train staff (including volunteers) to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all staff undertaking face-to-face activities. Also, the Provider shall ensure that staffing levels are appropriate at all times for the purposes of the service and ensure the security and well being of all Service Users, dependent children and its staff.
- 1.2.3.2 In addition, the Provider shall ensure that staff (including volunteers and sub-contractor agents) likely to have direct contact with Service Users shall prior to having such direct contact:
- Have been subject to, and satisfied, all Criminal Records Bureau (CRB), Immigration and right to work checks
 - Have been made aware of the requirement in section 55 of the Borders, Citizenship and Immigration Act 2009, that in providing services on behalf of the Authority, they do so having regard to the need to safeguard and promote the welfare of children who are in the UK. They must also be aware of the requirement to take into account the guidance issued for that purpose under section 55 of that Act. They must have received training to fulfil this responsibility provided by either the Authority or a Local Safeguarding Children's Board (or the equivalent in Scotland or Northern Ireland). Where relevant, this should be supplemented or modified to reflect the services that are provided.
- 1.2.3.3 The Provider's Chief Executive Officer (CEO) or equivalent; Finance Director and the person designated as in charge of Data handling/Data protection/Security, will be subject to Counter Terrorism Checks (CTC) by the Authority as a reflection of their positions of control within the organisation.
- 1.2.3.4 All staff (including volunteers and sub-contractor agents) engaged in delivering services in accordance with this Schedule must satisfy the Authority's Immigration and right to work checks, shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in line with all Relevant Law, in particular:
- Specific individuals tasked with managing and/or administering aspects of this Contract and the accommodation portfolio shall be competent in information technology, operations, management accounting and/or property management as required by their function

- Staff (including volunteers and sub-contractor agents) shall be adequately trained in customer care, cultural awareness and conduct themselves in a polite, sensitive and orderly manner
- Staff (including volunteers and sub-contractor agents) shall be adequately trained in Counter Terrorism awareness and know how and to whom to report concerns about a Service User
- The Provider will nominate an individual, with sufficient training, to be the single point of contact for all staff (including volunteers and sub-contractors) to report or discuss concerns of a Counter Terrorism nature. The nominated person should know how to report concerns to the police and to the Authority

1.2.3.5 The Provider shall, on request provide the Authority with details of all staff (and volunteers and sub-contractor agents) delivering the service in this schedule (both current and historical).

1.2.3.6 Staff engaged in delivering services shall possess, and when in contact with Service Users display, clear and unambiguous identity cards, with photographs, showing that they are duly authorised to conduct business on behalf of the Provider and which show clearly the name and job title of the individual.

1.2.3.7 Staff uniforms are not a requirement, however, Providers shall ensure that all staff performing the services are dressed appropriately (i.e. smart dress) taking into consideration safety and hygiene.

1.2.4 Quality management

1.2.4.1 The Provider shall:

- Manage and administer the quality and level of service delivery and its own performance relating to the delivery of all services defined in this Schedule
- Monitor continuously the quality of service delivery and performance and report outcomes to the Authority in accordance with but not limited to the provisions of Schedule 13 (*Performance Regime*), Schedule 7 (*Contract Management Regime*) and Schedule 14 (*Management Information*) and any further agreed reporting and record-keeping procedures agreed with the Authority

1.2.4.2 The Authority shall:

- At its own expense conduct such monitoring and/or audit of the services and the Provider's monitoring and quality assurance procedures as proposed by the Authority and agreed with the Provider (such agreement not to be unreasonably withheld or delayed)
- Not be limited in its methods of monitoring and/or audit or the timing of such events
- Devise and implement its procedure in such a manner that does not have any material adverse effect upon either the Provider's service delivery or monitoring and quality assurance procedures

1.2.4.3 The Authority may, upon reasonable notice, and when appropriate, normally upon 5 working days notice, in conjunction with the Provider, jointly monitor any aspect of the Contract delivery (including services, policies and procedures). The Provider shall grant to the Authority or its authorised agents, access to those records as they require in connection with the contract and services delivered, or in order to check the Provider's compliance with the contract.

1.2.5 Feedback and Complaints

1.2.5.1 The Provider shall:

- Establish processes and systems for maintaining and managing contact with Service Users and provide a central point of contact for the Authority
- Together with any sub-contractor, develop, maintain, and implement procedures and systems for Service Users to formally provide feedback, raise and seek redress of complaints about the service provided by the Provider. The Provider shall investigate and respond to all complaints, within appropriate timescales, using reasonable endeavours to ensure that the Service User understands the reply
- Comply with any requirements specified by the Authority in regard to complaints service delivery and reporting, in addition to their own internal procedures and systems
- Give the Authority regular reports on complaints and their causes and support any audits or quality reviews that the Authority may undertake

- If a member of Parliament complains to the Provider about the service provided, then a copy of the complaint letter and any response must be sent to the Authority

1.2.6 Performance Standards and Key Performance Indicators (KPIs)

- 1.2.6.1 The Provider shall deliver all services defined in this Schedule 2 to the Performance Standards defined in Paragraph 4 of this Schedule 2, and [1.2.6.3](#). The Provider shall monitor its performance against these standards and maintain a full and auditable record of the degree to which they are satisfied.
- 1.2.6.2 The Provider shall be liable and accountable for the performance of any Sub-Contractor (material or non-material) or Agent.
- 1.2.6.3 The standards contained within the Performance Standards shall contribute to the Key Performance Indicators. The Provider shall monitor these KPIs and report the degree to which they have been met in accordance with the provisions of Schedule 13 (*Performance Regime*) and Schedule 7 (*Contract Management Regime*).
- 1.2.6.4 The Provider shall note that the Authority regards the Performance Standards as primarily a management tool to be used by both the Provider and the Authority for the purpose of the day-to-day management of the Provider's service delivery. The KPIs are not aimed at providing day-to-day management tools but the means by which the Provider may provide compensation to the Authority for losses which it suffers as a result of failures in service performance.

1.2.7 Management Information, Systems and Security

- 1.2.7.1 The Authority will provide software and training aids as required to enable the Provider to manage, administer and share appropriate data in relation to each Service User and their dependants. The current means for sharing this data is the Authority's Management Information Portal (MIP). The provider should note that the Authority continually seeks to improve its IT capabilities for example its Integrated Casework Programme, maybe introduce new IT systems during the lifetime of the contract.
- 1.2.7.2 The Provider shall ensure that its, and any sub-contractor's, physical, information technology and data storage systems are secure and that its business systems comply with security requirements and data protection legislation.
- 1.2.7.3 The Provider accepts that the Authority may require the adoption by the Provider (and other Providers of similar services) of a unified approach to the use of information technology for contract management purposes (Management Information Portal).

1.2.7.4 The Authority shall maintain the Primary System of Record (see Paragraph [4.6.1](#) below) which shall be the master data management tool used for managing all data relating to this Contract and Service Users accommodated by the Provider (ASYS).

The provider accepts that the Authority may require the adoption by the Provider of a unified property information and geographic mapping system for contract management purposes.

1.2.7.5 The Authority intends to provide software and training aids as required to enable the Provider to manage, administer and share data in each case in relation to the interface between the Authority and the Provider. Such software and training tools will be provided during contract mobilisation.

1.2.7.6 Any notices or other communications (including without limitation: Accommodation Requests, Accommodation Proposals and notices of the withdrawal of support for any Service User), to be given by the Authority to the Provider or the Provider to the Authority under the provisions of this Schedule, shall be given electronically via the MIP which the Provider is required to adopt in accordance with instructions above. Any such notice or other communication shall be deemed given on the Business Day on which it is issued by the giver of the notice/communication provided that it is issued within Working Hours (and if it is not so issued, shall be deemed to be given at the start of the Working Hours of the next Business Day). If and to the extent that the MIP is for whatever reason unavailable at the time that any notice or other communication is to be given, the Authority and the Provider shall use a reasonably appropriate other means of communication to ensure that the efficiency of the operation of this Contract is maintained.

1.2.7.7 The Provider shall:

- Not in any circumstance hold the Authority responsible or liable in the event of incorrect or unsatisfactory utilisation of the Primary System of Record by the Provider
- Report and provide Management Information as required by the Authority based on the reporting format, content, structure, timeline and submission details agreed by the Authority in accordance with the KPIs
- Ensure accurate recording and feedback to the Authority of Management Information including details of queries raised and resolved

1.2.8 The Authority in the Regions

- 1.2.8.1 The Authority has a regional function in place for Service Users. This is operated through a number of Authority offices based in the Regions. This regional focus is aimed at achieving an improved localised service for Service Users and better liaison with the Regional Strategic Migration Partnerships (RSMPs) or others responsible for development of regional dispersal strategy.
- 1.2.8.2 The Provider shall operate co-operatively with the Authority's regional staff and may also use them (to the extent reasonable in the circumstances) as a valuable source of advice and guidance in the local arena.

1.2.9 Training

- 1.2.9.1 The Provider's training programme for staff in regular contact with service users and responsible for the safety and security of Service Users and dependent children must cover as a minimum the following requirements:
- 1.2.9.1.1 An overview of the asylum process, including relevant documentation
 - 1.2.9.1.2 Race relations and cultural awareness
 - 1.2.9.1.3 Suicide and self harm awareness and prevention
 - 1.2.9.1.4 Basic first aid
 - 1.2.9.1.5 Health and Safety
 - 1.2.9.1.6 Any other relevant training as specified by the Authority
- 1.2.9.2 The Provider shall submit a code of discipline and behaviour for their employees to the Authority for approval prior to the Contract Commencement Date, and shall ensure that all staff adheres to the code throughout the term of the Contract.

1.3 Health and Safety

- 1.3.1 The Provider will comply with statutory requirements safeguarding the health and safety of Service Users, dependent children, visitors and Staff. The Provider should be aware of RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).
- 1.3.2 The Provider shall provide to the Authority a Health & Safety Plan which will be reviewed as often as appropriate, but at least annually. It must include the necessary arrangements for annual safety audits. The Health & Safety Plan is to be submitted for approval to the Authority before the Contract Effective Date. Each review shall also be submitted to the Authority for approval. An example of a disease is Tuberculosis. Any infectious or contagious disease, which would have serious consequences for other people if appropriate measures were not taken, is of concern to the Authority. In these instances the Provider must ensure that suitable arrangements are made to ensure that such Service Users are transported in line with the Authority's instructions.
- 1.3.3 In relation to matters of health and safety, operating instructions shall include but not be limited to:
 - 1.3.3.1 The provision and recording of training given to staff to satisfy first aid requirements;
 - 1.3.3.2 Health and safety aspects of contingency arrangements;
 - 1.3.3.3 The management of body fluid spills;
 - 1.3.3.4 The recording of maintenance schedules/programmes for all equipment and vehicles;
- 1.3.4 The Provider shall provide protective clothing suitable to the needs of safety and hygiene, which should be made available to, and be worn by Staff where appropriate.
- 1.3.5 The Provider shall ensure that all accidents, injuries or dangerous occurrences are recorded in the appropriate manner. All accidents must be investigated and forms submitted to the Contract Manager, and where appropriate, to the Health and Safety Executive.

1.4 Medical Requirements

- 1.4.1 A full record will be kept by the Provider of any first aid that has been given to a Service User or of any concern about a Service User's health.
- 1.4.2 Where a Service User is taken ill during Service provision, the Provider will ensure that medical treatment is made available (including if required the attendance of appropriate medical staff) and if necessary will take the Service User to hospital. The Provider shall notify the Authority as soon as possible from taking the decision. Where there is any doubt about a Service User's fitness to travel, medical advice must be sought before the journey commences.
- 1.4.3 If the Provider is informed of, or if there is any reason to suspect that a Service User may have: suicidal or self harm tendencies; is suffering from some other form of mental illness; is subject to prescribed medication, the Provider must ensure that this is noted at time of collection. The Provider should subsequently pass on this information at point of delivery or to an emergency health care Provider if the Service User is taken to a hospital in an emergency.

2 ACCOMMODATION REQUIREMENTS

2.1 General Accommodation Requirements

- 2.1.1 The Provider shall provide safe, habitable, fit for purpose and correctly equipped accommodation in areas agreed with the Authority, including appropriate related services for those Service Users, either single or in groups, nominated to receive such services by the Authority.
- 2.1.2 The Accommodation Services shall include:
- The provision of residential accommodation (either Houses in Multiple Occupancy (known hereonin as “HMO”) houses, flats or hostels) and related services for Service Users supported by the Authority under the Immigration and Asylum Act 1999
 - Customer support services
 - Reporting and record keeping services
 - Travel assistance service
- 2.1.3 The Provider shall:
- Provide a ‘move-in’ service for Service Users upon arrival in their allocated accommodation. This will include: orientation around property; handing over property keys and sign posting to local transport links
 - Ensure that accommodation is maintained and serviced to the required standards and provide an emergency response and reactive maintenance service in accordance with contractual requirements and timescales
 - Manage anti-social and/or violent behaviour that occurs in its accommodation

- 2.1.4 The Provider shall comply with the provisions set out in Schedule 6 (*Contract Management Regime*) with regard to the management of this Contract.
- 2.1.5 The accommodation that is provided by the Provider under this contract shall only be in the Specified Region.
- 2.1.6 In some cases Service Users will require accommodation in a specific locality e.g. due to ongoing treatment for medical conditions or children taking examinations in their final years in education.
- 2.1.7 The Authority will also require Providers to provide accommodation for Service Users released from detention on Immigration or Criminal Bail, in such cases, the Authority will inform the Provider accordingly.
- 2.1.8 Any accommodation provided in accordance with the above criteria will be provided within reasonable timescales as agreed by the Authority and at no additional cost to the Authority.

2.2 Customer Support

- 2.2.1 The Provider shall note that the Authority considers that there are three levels of customer support required to support Service Users.
- 2.2.2 The first level is the support that Service Users require on arrival at accommodation provided under this Contract and which is needed to meet their immediate needs within their new accommodation. The focus of this support shall be the accommodation provided, individual safety, the operating instructions for equipment, facilities and installed items provided for comfort and general living. The Provider shall generate and deliver this information during the “move in” service on arrival at the accommodation, see service Paragraph [4.2.5](#) below.
- 2.2.3 The second level is the information and advice that the Service User needs in order to cope with the new geographic and cultural environment in which the Service User is being accommodated.

The type of information and advice that shall be provided shall be devised by the Authority and notified to the Provider and the Provider shall then compile the information and supply it to the Service Users in accordance with Paragraph [4.4.1](#).
- 2.2.4 The third level is the additional information and/or advice provided by third parties from the Voluntary Sector, other organisations, Local Authorities and the Authority’s Regional staff. This information is not subject to this Schedule but the Provider shall liaise with and work in parallel with these third party organisations.

2.2.5 All three levels of customer support information shall be delivered by the Provider in a language understood by the Service User.

2.3 Other Providers

2.3.1 The Provider shall note that Service Users may receive a range of services via other organisations such as the Voluntary Sector, Local Authority organisations and the Authority's Regional Offices. The Provider shall, during the normal course of its operations, liaise and co-operate with these organisations, as required by the Authority, so that the interests of the Service Users are best served.

2.4 Regional Strategic Migration Partnerships (RSMPs) and Equivalent Groups

2.4.1 The Provider shall:

- Develop close and co-operative working relationships with all voluntary sector, Local Authority, Health Service and other service Providers that are, or may become, responsible for accommodating Service Users, including attending key meetings
- Note that, within the Specified Region, the Authority will ensure RSMP arrangements of the type described in this Paragraph are developed to support the dispersal arrangements embodied within this Contract. The function of this co-ordination activity will be to facilitate the appropriate participation of Local Authority and RSMP Organisations in strategic decisions taken by the Authority regarding dispersal, including the total number of Service Users who may be dispersed to each Region and the rules that govern such dispersal
- Provide accommodation for Service Users under this Contract only where such accommodation is within the Specified Region
- Note that dispersals shall be in accordance with any principles agreed between the Authority, the Provider, other Providers and the RSMPs relating to the total numbers of Service Users, the languages to be supported and the distribution of accommodation within the Specified Region
- Maintain effective on-going consultation and liaison arrangements with the Authority, relevant RSMPs and Local Authorities with regard to the location of accommodation in the Specified Region and the allocation of Service Users to that accommodation
- Contribute, as a participating member, to arrangements and guidelines for the dispersal of Service Users to the Specified Region. The Provider shall, as it deems necessary, propose changes to such guidelines for discussion with other participants

2.4.2 Participants shall seek to agree all matters by consensus within the RSMP arrangements referred to in this Paragraph but the Authority shall retain the right to determine any matters on which agreement cannot be reached by all the participants.

2.5 In support of the National Health Service

2.5.1 The Authority requires the Provider, in specific circumstances, to provide services in support of the health system in the areas in which Service Users are accommodated by the Provider, in particular to support the registration of individuals with General Practitioners (GP). In some areas there may be a designated specialist GP service for asylum applicants, while in others asylum seekers will be expected to access the more regular mainstream GP services. Some GP Practices will have a nominated asylum seeker lead who can act as a contact and liaison point. It is the Provider's duty to establish how GP services for asylum seekers are organised in the areas they operate and to signpost Service Users as appropriate

2.5.2 The Authority requires the Provider to liaise with the health contacts in their area, at least every six months, so that local issues can be discussed.

2.5.3 Under normal circumstances this support is limited to ensuring that relevant Service Users have all the necessary information, in a language that they understand, to register with their local GP practice and Dentist. The Provider is required to keep a record of all material they issue to Service Users, and this should be available for the Authority to inspect. See Paragraph [4.4.1](#) below.

2.5.4 In two particular cases this support shall be more direct, namely:

- When more than 10 people are placed by the Provider in an area covered by the same GP Practice in any one week, the Provider shall work with the nominated local asylum health lead/contact to effect registration with GPs in the most efficient way, see Paragraph [4.4.3](#) below
- When any Service User has an obvious and urgent health care requirement on arrival in the Specified Region the Provider shall take direct action to ensure that that need is satisfied, see Paragraph [4.4.4](#) below. If the Authority is aware of such a requirement it shall notify the Provider in the relevant Accommodation Request. If the Authority has not provided such notification the Provider shall nevertheless react to what is deemed an "obvious" health care need and take any necessary action to safeguard the well being of the relevant Service Users. Guidance on what is regarded as an obvious and/or health care requirement is set out in [Annex D](#) to this Schedule

- 2.5.5 Under normal circumstances, the Authority's approval would be required before any Service User with an existing medical condition would be moved by the Provider. However, in situations where a change of accommodation is essential for the welfare of the Service User and the Provider cannot contact the Authority to obtain approval, the Provider should arrange alternative accommodation as long as it is in close proximity to the previous accommodation and satisfies the Service User's accommodation requirements, as previously specified by the Authority.
- 2.5.6 The Authority requires Providers who also manage Initial Accommodation (IA) to pass any health information that has been made known to them to the GP Practice, so that health care for the most vulnerable new arrivals can be prioritised and acted upon without delay.

2.6 Dispersal of Service Users

- 2.6.1 The Provider shall co-operate with Local Authority Housing Departments in order to prevent homelessness amongst Service Users or former Service Users who are granted Asylum or Humanitarian Protection. This shall include participating in specific multi-agency forums and working to prevent homelessness.
- 2.6.2 The Provider is required to be able to support and provide accommodation (in each case in accordance with this Contract) for Service Users with any language.
- 2.6.3 The Provider shall, when allocating accommodation within the Specified Region to Service Users, consider all those factors influencing the placement of Service Users in particular areas within the Specified Region. These include:
- The availability and concentration of accommodation of the required configuration, size and design
 - The cultural compatibility of the environment including the proximity of other people speaking the same language
 - The capacity of local health, education and other support services
 - The absence of any reported social tension incidents at the time of allocation
 - The level of risk of increased social tension if Service User numbers increase within the relevant area

- 2.6.4 The Authority will retain the right to require Service Users to be placed by the Provider within any geographic area within the Specified Region and/or to veto the Provider's proposals relating to dispersal accommodation should the Authority's needs require it.

2.7 Hostel Type Accommodation

- 2.7.1 The Authority may also require the Provider to accommodate Service Users in hostel type accommodation within Specified Regions as defined by the Authority. The standards for the accommodation for this provision must be fully compliant with all relevant law, Local Authority requirements and the standards defined in [Annex B](#) to this Schedule.
- 2.7.2 The Authority's preference is for all hostel accommodation to be provided on a 'full board' basis and the Provider shall, in addition to the accommodation, provide the services as defined at Paragraph [4.2.7](#) below. However, the Authority will consider alternative methods of delivery.
- 2.7.3 If full board accommodation is supplied by the Provider for any Service User, the full board food service shall comprise complete and adequate provisions for pregnant women, nursing mothers, babies and young children for whom three daily meals may not be sufficient and people who need special diets e.g. fat free. Religious dietary requirements must be catered for.

2.8 Temporary Dispersal Accommodation

- 2.8.1 The Authority may require the Provider to disperse Service Users within the Specified Region at very short notice which may be that day. The Authority recognises that this may entail the Provider accommodating the Service Users in Temporary Dispersal Accommodation.
- 2.8.2 In these cases the relevant criteria governing sharing and relocation (See [Annex C](#) to this Schedule) and the relevant criteria governing the move-in service (see Paragraph [4.2.5](#) below) and subsequent services shall apply both to the transition to Temporary Dispersal Accommodation and to the final dispersal to permanent accommodation, within the given timeframe of 20 working days.

2.9 Food services

The Provider shall note that:

- 2.9.1 Service Users supported under section 4, of the 1999 Act as amended, are not permitted to receive cash. If required by the Authority, they are to be provided by the Provider with:
- Full board accommodation of three meals per day and essential personal hygiene items and toiletries, at a total cost to be advised by the Authority
 - With food vouchers for 14 days as a temporary measure until the Authority issues the Service User with a section 4 payment card and/or
 - With food vouchers for 14 days as an emergency measure should a Service User's section 4 payment card be lost or stolen
- 2.9.2 The Provider shall ensure that upon receipt from the Authority they issue Service Users with their section 4 payment card within the 14 day period.
- 2.9.3 If full board accommodation is provided by the Provider for any Service User, the full board food service shall meet the dietary, cultural and religious needs of Service Users and additionally comprise complete and adequate provisions for pregnant women, nursing mothers, babies and young children for whom three daily meals may not be sufficient and people who need special diets e.g. fat free.
- 2.9.4 Service Users supported under section 98, of the 1999 Act as amended, are permitted to receive cash where they are not provided with full board accommodation. They are to be provided by the Provider with either:
- Full board accommodation of three meals per day and essential personal hygiene items and toiletries or
 - Accommodation and cash to the appropriate value, as advised by the Authority
- 2.9.5 If full board accommodation is provided by the Provider for any Service user, the full board food service shall meet the dietary, cultural and religious need of Service Users and additionally complete and adequate provisions for pregnant women, nursing mothers, babies and young children for whom three daily meals may not be sufficient and people who need special diets e.g. fat free.
- 2.9.6 The Provider shall note that the Authority may, in exceptional circumstances, require the full board accommodation service to be provided for entitled Service Users that are not subject to sections 4 or 98 of the 1999 Act.

2.9.7 In these cases the Authority shall notify the Provider of the particular needs of the Service Users.

2.9.8 Food Vouchers provided by the Provider under this Contract are to be:

- In a variety of suitable small denominations in accordance with Authority's instructions
- Capable of acceptance at a supermarket outlet within reasonable travelling distance (within a radius of 3 miles) from where the relevant Service User is being accommodated under this Contract and smaller stores providing food to meet the dietary, cultural and religious needs of Service Users

2.10 Travel Assistance Services

2.10.1 The Provider will be required to provide one-off payments to Service Users supported under section 4 of the 1999 Act as amended, to enable them to travel as defined by the Authority (see [4.3.1](#)).

2.11 Different Types of Service User

2.11.1 The Services to be provided in respect of Service Users (other than Initial Accommodation Service users) shall be those detailed in this Contract (including this Statement of Requirements) but ignoring for these purposes the provisions of Section [4.1.1](#) and [Annex E](#) below.

2.11.2 The Services to be provided in respect of IA Service Users shall be those applicable to other Service Users but as amended and/or supplemented by the provisions of Section [4.1.1](#) and [Annex E](#) below.

3 TRANSPORT REQUIREMENTS

3.1 General Transport Requirements

- 3.1.1 The Provider shall on behalf of the Authority transport Service Users to locations across the UK. Service Users will not be moved into Northern Ireland but Service Users based in Northern Ireland may be moved to other parts of the UK. These journeys will sometimes be planned and scheduled and at other times the Provider shall carry out journeys at short notice.
- 3.1.2 The Provider shall manage, administer and deliver the provision of suitable vehicles and drivers to transport Service Users, their dependants and their permitted baggage allowance, as specified in Paragraph [3.6](#), in order to facilitate the smooth running of the front-end of the asylum process in accordance with the instructions of the Authority.

Whilst not a definitive list the journeys will include:

- 3.1.2.1 Transporting Service Users from the point of asylum claim to Initial Accommodation (IA) [this includes from Authority offices, ports and police stations]
 - 3.1.2.2 Transporting Service Users from IA to events at the Authority's offices
 - 3.1.2.3 Relocating Service Users from an IA location to an alternative IA location
 - 3.1.2.4 Transporting Service Users from London IA (or other IA) to the Asylum Support Tribunal
 - 3.1.2.5 Transporting Service Users from IA to longer term (dispersal) accommodation
 - 3.1.2.6 Transporting Service Users from designated locations (e.g. Voluntary Sector premises and private accommodation)
 - 3.1.2.7 Transporting Service Users on permitted ad hoc journeys e.g medical visits
- 3.1.3 The Provider shall accept orders, must always be punctual and have the capacity to transport Service Users at short notice, 24 hours per day – 7 days a week.

- 3.1.4. The journeys in this specification will be carried out by the Provider who manages the region in which the Service User is/or is going to be accommodated. When a Service User is being moved into a new region, the new Regional Provider will have responsibility for the journey.
- 3.1.5 The Provider will need to acknowledge and agree that some Service Users will have particular characteristics such as: physical disabilities or medical conditions that require the provision of suitable transport. In particular, this will give rise for the need for transport suitable for old and/or young people who are dependants in a family unit.

3.2 Ordering Transport Services

- 3.2.1 All orders for Transport Services will be allocated by the Authority via the appropriate IT system (Management Information Portal [MIP]).
- 3.2.2 When the Authority places an order, the Authority will supply the Provider with a pick up time. However, when a journey needs to be carried out on the same day that the order is made, and where a specified time is not given, the Provider shall ensure that the collection is achieved within 3 hours of the order being made by the Authority. Where the Authority deems a collection to be time critical, the Provider shall use all appropriate measures to ensure that such allocated tasks fall within a faster response time.
- 3.2.3 If it becomes clear that a vehicle is likely to arrive over 30 minutes late, the Provider shall contact the Authority and/or the nominated contact point at the required destination to provide an estimated time of arrival and the reason for the delay.
- 3.2.4 The Provider shall always notify the Authority if a Service User is not present at the pick up point or if the Service User refuses to travel.

3.3 Documentation and Recording

- 3.3.1 The Provider shall make and keep complete and accountable records for every journey made by the Provider. These records must be kept for 6 years (from date of journey) and made available for inspection by the Authority on request (within 5 working days of the request). The following must be included:
 - 3.3.1.1 Dates, times and places of departure and arrival;
 - 3.3.1.2 Vehicle type used and passenger numbers;
 - 3.3.1.3 Meals and refreshments provided;
 - 3.3.1.4 Service Users and dependent children's property and its consignment;
 - 3.3.1.5 Requests or complaints and how they have been dealt with;
 - 3.3.1.6 Disciplinary problems including incidents of self harm or attempted suicide;

- 3.3.1.7 Miscellaneous incidents (including healthcare issues);
- 3.3.1.8 And instances where journeys were not undertaken and the reasons why the journey was not undertaken.

3.4 Classification and Treatment

- 3.4.1 It shall be the Provider's responsibility on receiving information from the Authority and prior to undertaking any element of the Service to conduct any risk assessment of the activity to be undertaken and to take all necessary steps to ensure that the activity can be undertaken safely and securely, and that the staffing levels are appropriate to the risk.
- 3.4.2 The Provider shall check each Service User at the time of collection to ensure that the Service User is the person named in the relevant documentation.
- 3.4.3 Dependent children or minors may only be transported with their family members or a responsible adult (which may include family members, friends, volunteers and/or social /health care professionals and who understands and fully complies with the Authority's obligations for safeguarding children as set out in Schedule 25 Safeguarding Children).
- 3.4.4 The Provider's Service Delivery Plan's shall provide detailed procedures for handling minors, pregnant females, nursing mothers with dependent children and the Provider agrees to abide by such procedures.
- 3.4.5 The Provider will be responsible for the Service Users property in transit. The Provider must account for all items received and handed over. The Provider will be responsible for sealed property bags, which must be signed for at collection. The Provider will also ensure if any prescribed medication belonging to a Service User is collected by the Provider and held by them until arrival at their destination it will be handed to the new custodian and written confirmation received that the medication was handed over.
- 3.4.6 The Provider shall clearly explain the journey and vehicle safety to Service Users, who may not understand English.
- 3.4.7 The Provider must make arrangements for required comfort breaks on long journeys. It is the responsibility of the Provider to ensure that arrangements provided give due regard to security as well as the welfare of Service Users.

3.4.8 The Provider shall provide Service Users with a cold packed meal and drink (soft drinks/tea/coffee) for every journey likely to last over 2 hours, and for every subsequent 4 hour period. Such provisions should reflect any understanding of dietary, religious and cultural requirements.

3.4.9 On arrival at a destination, the Provider shall ensure that the Service Users are escorted and introduced to the agreed contact point/person. Drivers should not depart from the location until the handover of care has taken place.

3.5 Journeys not undertaken and absconds

3.5.1 If any journeys are not undertaken or if a Service User absconds the Provider must notify the Authority immediately, and a written report on the matter should be submitted to the Contract Manager.

3.6 Baggage

3.6.1 The quantity of luggage, possessions or personal effects that a Service User is entitled to will be two pieces of luggage per person, children's toys and other effects, baby care items, medical equipment, buggies and/or prams and disability aids as applicable to the Service User.

3.6.2 There will be occasions where the Authority will specify a different luggage allowance.

3.6.3 The Provider shall be responsible for the loading and unloading of any luggage of the claimant or their dependants, and help to carry luggage to and from the vehicle on arrival as necessary.

3.7 Training

3.7.1 The Provider shall ensure that all drivers receive training on the effects of drugs, alcohol and fatigue on driving and ensure that all drivers undertaking any duty on behalf of the Authority abide by the limitations set in the EU Working Time Directive.

3.8 Vehicles

3.8.1 All vehicles used by the Provider in performing the Services shall be fit for the purpose of the Contract and shall be kept in (interior and exterior) clean, hygienic and roadworthy condition. All such vehicles shall be equipped with two way communications equipment. The Provider must ensure that there is a system that allows for the arrival and departure times of

vehicles to be recorded and verified and that which shall be regularly maintained and inspected by the Provider to ensure it is in good working order. The Provider shall also ensure that vehicle faults/breakdowns are rectified as soon as possible when such faults are likely to impact upon the level of service required by the Authority.

- 3.8.2 No logo which identifies the vehicle as representing the Authority or giving indication as to the type of passengers carried will be visible on a vehicle used by the Provider in performing the Services. The Provider acknowledges and agrees that it is never permissible to use a caged vehicle for the transportation of Service Users.
- 3.8.3 Material of a racially, sexually, or politically offensive nature must not be displayed in or on any part of a vehicle being used by the Provider for performing the Services.
- 3.8.4 The Provider shall ensure that all vehicles have baby seats and booster seats available for any journey required and that they are properly installed on every occasion on which they are used. Fully adjustable seatbelts should be installed on every vehicle used by the Provider. The Provider shall show the Service User how to open, close and secure seat belt(s) for themselves and dependent children.
- 3.8.5 The Provider shall make sensitive provision for wheel-chair users and people with special needs.

4 SERVICES TO BE DELIVERED

4.1 Initial Accommodation

Requirements		Tenderer Proposals
4.1.1	The Provider shall provide to the Authority Initial Accommodation and related services.	
Related Information	<p>1. The provisions of Paragraphs 4.2.1 to 4.6.1 shall apply to the provision of Initial Accommodation and related services in respect of IA Service Users except where indicated as 'not applicable'.</p> <p>2. The Provider shall supply Initial Accommodation for IA Service Users on the basis that:</p> <ul style="list-style-type: none"> a. (to the extent required by Paragraph E.4.4 of Annex E) the relevant accommodation shall be in the Nominated Initial Accommodation which shall meet the requirements of Annex B to Schedule 2 b. where the charges for the provision of Services in respect of IA Service Users are to be determined on the basis that full board accommodation is provided, the Provider in addition to the accommodation shall provide the food service as defined at Paragraph 4.2.7 to this Schedule 2 (but with references to section 4 of the Immigration and Asylum Act 1999 being read as references to section 98 of that Act). c. where the charges for the provision of Services in respect of IA Service Users are (to be determined on the basis of self-catering accommodation, as defined 	

Requirements	Tenderer Proposals
<p>in Annex B to this Schedule 2, rather than full board accommodation, cash will be provided by the Provider to the IA Service User in line with the Authority's policy from time to time. The Provider will require the principal IA Service User within any family unit to sign a receipt for the cash issued. The provisions of Paragraph 4.2.8 shall (with necessary variations) apply to the issue of such cash (but on the basis that references to Food Vouchers shall be read as references to cash and reference to section 4 of the Immigration and Asylum Act 1999 shall be read as reference to section 98 of that Act).</p> <p>d. the Initial Accommodation shall be located within reasonable travelling distance of the Authority's Caseworking Office within the Specified Region.</p> <p>e. for the avoidance of doubt the Nominated Initial Accommodation may be used for accommodating Service Users who are not IA Service Users provided that this does not prevent the Provider from complying with Paragraph E.4 of Annex E. The provider must clearly differentiate services offered to section 98 clients from those offered to section 4 and section 95 clients.</p> <p>3. The Provider shall supply office accommodation that facilitates exclusively the provision of related Initial Accommodation Services which will be provided by Nominated Third Parties. This shall:</p> <p>a. Be located within each property comprising Initial Accommodation or in a separate location reasonably accessible to IA Service Users. If the office is not so accessible, transport in accordance with Annex D will be supplied by the Provider for transporting IA Service Users from the relevant accommodation to the relevant office accommodation.</p> <p>b. Include the provision of office space and meeting rooms suitable for the delivery of related services. This will include a room of a size for 12 IA Service Users to receive briefings while seated comfortably on chairs provided by the Provider and access to a computer to enable the completion of online support application forms.</p>	

Requirements	Tenderer Proposals
	<p>Further rooms will be required for smaller groups or private appointments. Rooms that can incorporate screened off areas may be suitable. These areas will need to include appropriate cabling and access points so that they can be easily fitted with computer and communications equipment. The specific accommodation requirements will be as per those reasonable specified by the relevant Nominated Third Parties.</p> <p>c. Include a separate and secure office for use by Nominated Third Party staff. The detailed requirements of the room will be defined by the relevant Nominated Third Party but it will require to be furnished with desks and storage facilities and include appropriate cabling and access points so that they can be easily fitted with computer and communications equipment. The Nominated Third Party will require access to a small kitchen facility including running drinking water, hot food and drink making facilities, a refrigerator and private lavatory facilities.</p> <p>d. If required by the local health authority, include a waiting area and two rooms equipped with hand washing areas, flooring, walls, ceiling, doors, blinds/curtains, electrical points and lighting, each of which should include a desk and appropriate cabling and access points so that it can be easily fitted with computer and communications equipment, all to the requirements of the local health authority for the purposes of conducting health screenings.</p> <p>e. For the purposes of IA Service Users awaiting the delivery of services provided by Nominated Third Parties, include a communal area with drinking water (including appropriate drinking vessel) and lavatory facilities.</p> <p>4. The Provider will provide an Initial Accommodation, reception and related support service on the basis that:</p> <p>a. The support will operate during Normal Working Hours of between 09:00 and 17:00 hours.</p> <p>b. The operation of the reception service for the admission of referred IA</p>

Requirements	Tenderer Proposals
<p>Service Users shall be 24 hours a day, 365 days a year.</p> <p>c. The Provider shall comply with the Authority’s referrals and other processes and requirements referred to in Annex E.</p> <p>d. Where IA Service Users arrive within normal Working Hours, the Provider shall deliver (within 2 hours of an IA Service user’s arrival at Initial Accommodation) a “move in” and (during the same Working Day) a “briefing” service in accordance with Paragraph 4.2.5 and Paragraph 4.4.1 (but on the basis that the following sub-Paragraphs within Paragraph 4.4.1 shall not apply: 7 and 8(b), (c), (d) and (f)).</p> <p>e. Where IA Service Users arrive out of normal Working Hours, delivery of the “move in” and “briefing” service before 12:00 hours of the next day and packed food options, suitable for the cultural and dietary requirements of the individuals, should be made available on the IA Service User’s arrival. These packed food options must also be made available to IA Service Users in full board accommodation who are likely to miss normal meal times due to attendance at Authority or other appointments.</p> <p>f. The Provider shall provide the Authority every weekday morning by 10.30am with details of newly arrived IA Service Users and their dependants and details of those who have left the accommodation on the preceding day (or weekend).</p> <p>g. If a IA Service Users on arrival at or during the course of their stay in initial accommodation is in obvious and urgent need of medical care as defined in Annex D, the Provider shall act in accordance with Paragraphs 4.4.4 1.a, b and c (The Authority shall arrange for the consequential transportation costs incurred by the Provider to be reimbursed by the voluntary sector via grants provided by the Authority)</p> <p>h. The Provider co-operates with The Authority, Nominated Third Parties and other organisations involved in the processes affecting IA Service Users when in initial accommodation, for example:</p>	

Requirements	Tenderer Proposals	
	<ul style="list-style-type: none"> • Transport - if the Provider provides multiple sites any transport provision by the Provider will need to fit in with the scheduled arrangements (including those relating to appointments) of the Authority and any Nominated Third Parties; • IA Service Users' appointments – working with the Authority and other relevant persons and bodies to avoid clashes between commitments. <p>5. The Provider shall supply a monitoring and reporting service in accordance with Paragraph 4.5.1, including:</p> <p style="margin-left: 40px;">a. Maintaining accurate and up to date information about the number, identity and location of IA Service Users that will include arrivals, departures and failures to travel. The Provider shall provide this information on a frequency and in a format required by the Authority and comply with any reasonable request for any further information.</p> <p style="margin-left: 40px;">b. The Provider will take steps to identify unauthorised absences of IA Service Users from Initial Accommodation and report these to the Authority within 24 hours.</p>	
Volume of service	As required	
Performance Standards	<ol style="list-style-type: none"> 1. Office and related accommodation is provided in accordance with the requirements of Nominated Third Parties 2. Management of the receipt, recording and dispersal of IA Service Users in accordance with Annex E. 3. Briefings provided on time and in accordance with the requirements. 4. Reports provided in a form and in accordance with the timescales required 	

Requirements	Tenderer Proposals	
	by the Authority.	

4.2 Accommodation Services

Requirements	Tenderer Proposals
<p>4.2.1</p>	<p>The Provider shall provide serviced accommodation for Service Users within the Specified Region.</p>
<p>Related Information</p>	<p>1. The serviced accommodation shall:</p> <ul style="list-style-type: none"> a. Be within the Specified Region; b. Include the provision of water, gas and electrical power as appropriate; c. Be provided for each Service User within the time-scales defined in Annex A to this Schedule (for Initial Accommodation in Annex E) d. Be in accordance with the standards defined in Annex B to this Schedule; e. Be registered for intended use in accordance with Local Authority regulations; f. Be compliant with the Sharing and Relocation Rules defined in Annex C to this Schedule; g. Be suitable for Service Users with specific needs as notified by the Authority and in compliance with the Disability Discrimination Legislation; h. Comply with the requirements of the Local Authorities and Regional Strategic Migration Partnerships (RSMPs), as notified by the Authority see Paragraphs 2.4 and 4.2.9, including: <ul style="list-style-type: none"> i. The agreed capacity for the particular locality; ii. Cultural fit of the Service Users into the environment; iii. Capacity of support services.

Requirements	Tenderer Proposals
	<p>2. The Provider shall:</p> <ul style="list-style-type: none"> a. Register accommodation of multiple occupation with the relevant Local Authority and before placing any Service User within the relevant accommodation certify to the Authority that the Local Authority has no objection to the accommodation being used for its intended purpose and that all necessary planning consents have been obtained; b. Provide alternate Temporary Dispersal Accommodation for any Service User caused to vacate accommodation as a result of the accommodation being deemed as unsafe in accordance with the standards defined in Annex B <p>3. The Temporary Dispersal Accommodation referred to above shall be provided within 2 hours of the unsafe event in accordance with the response times defined in Annex B to this Schedule.</p> <p>4. The Provider shall provide longer term replacement accommodation for any Service User that has to vacate accommodation as a result of accommodation being deemed as unsafe if that accommodation cannot be restored to the required standard, in accordance with Annex B of this Schedule, within 5 days of the event that caused the accommodation to be deemed unsafe.</p> <p>5. No accommodation shall be provided by the Provider under this Contract if it is based outside of the Specified Region.</p> <p>6. The Provider shall, on reasonable notice and at reasonable times, permit the Authority and/or its agents to have reasonable access to all accommodation provided by the Provider under this Contract for the purposes of:</p> <ul style="list-style-type: none"> a. Monitoring the Provider's provision of the Services under this Contract; and/or

Requirements	Tenderer Proposals	
	<p>b. Installing, maintaining and removing appropriate electronic monitoring equipment for use in the monitoring of Service Users within the relevant accommodation. The Provider shall permit the installation of such equipment and associated facilities (including appropriate telephone connections) and shall allow such equipment to draw on any power supplies within the accommodation. The Authority shall make good any damage which may be caused to the accommodation as a result of the installation, maintenance and removal of such equipment.</p> <p>7. The Provider shall ensure that, if required, a representative of the Provider shall accompany the Authority and/or its agents on any visits to accommodation in accordance with Paragraph 6 above.</p>	
Volume of service	<p>1. The Provider shall be able to provide sufficient accommodation for Service Users as is required by the Authority.</p>	
Performance Standards	<p>1. Each Service User is accommodated within the time-scales defined in Annex A to this Schedule.</p> <p>2. Each unit of accommodation is compliant with the requirements defined at Annex B to this Schedule for so long as it is occupied by the Service user.</p> <p>3. Each unit of accommodation is at all relevant times appropriately registered with the Local Authority.</p> <p>4. Each unit of accommodation is, for so long as it is occupied by any Service User, compliant with the Sharing and Relocation Rules for its occupants defined in Annex C to this Schedule.</p> <p>5. Temporary and permanent replacement accommodation will be provided within the Response Times defined at Annex B to this Schedule following an unsafe event.</p>	

Requirements		Tenderer Proposals
4.2.2	The Provider shall provide a Serviced Accommodation pre-planned maintenance service.	
Related Information	<ol style="list-style-type: none"> 1. The Accommodation Services shall be maintained to the standards defined in Annex B to this Schedule 2; 2. The service shall be provided in accordance with the Response Times defined in Annex B to this Schedule; 3. The Provider shall: <ol style="list-style-type: none"> a. Manage and administer the pre-planned accommodation maintenance service; b. Inspect each unit of accommodation at least once each calendar month; c. Ensure that no unit of accommodation falls into the Health and Safety categories A to D inclusive ; d. Re-assess all accommodation units, that having been assessed as being in Categories A to D inclusive, as applicable under Relevant Law, are subject to maintenance to reduce risk, once maintenance has been completed; e. Take action relating to any defect assessed as being “Unsafe” or a “Severe Defect” within the Response Times defined in Annex B to this Schedule; f. Re-inspect, within one calendar week, accommodation in which maintenance has been completed, to rectify an Unsafe state or Severe Defects; g. Maintain a full auditable record of all maintenance inspections and works 	

Requirements	Tenderer Proposals
	<p>undertaken relating to all accommodation provided under this Contract;</p> <p>h. At reasonable prior notice make such records available to the Authority for inspection and quality audit purposes;</p> <p>i. Provide 5 Working Days notice to the Service User that maintenance work is planned for the accommodation;</p> <p>j. Provide 5 Working Days notice to the Service User that the accommodation is to be inspected or Health and Safety Assessment is to be conducted;</p> <p>k. Brief the Service Users occupying accommodation on when pre-planned maintenance work is to be undertaken and on what the work entails and any collateral action the Service Users need to take. These briefings are to be conducted in a language understood by the Service Users and to be accompanied by a written instruction to the Service Users in a language and form understood by the relevant Service User.</p>

Requirements	Tenderer Proposals
Volume of service	1. As required.
Performance Standards	<ol style="list-style-type: none"> 1. Each unit of accommodation provided under this Contract is Safe for use by Service Users; 2. Each unit of accommodation provided under this Contract is free from Severe Defects as defined in Annex B of this Schedule 2; 3. Each unit of accommodation provided under this Contract is maintained to the standards defined in Annex B of this Schedule 2 4. Each unit of accommodation provided under this Contract is assessed as being better than Category A to D inclusive resulting from a Health and Safety Assessment.

Requirements		Tenderer Proposals
4.2.3	The Provider shall provide an emergency response and reactive maintenance service.	
Related Information	<ol style="list-style-type: none"> 1. The service shall be provided 24 hours of each day of the year and be in accordance with the Response Times defined in Annex B to this Schedule. 2. The accommodation shall be maintained to the standards defined in Annex B to this Schedule. 3. The Provider shall: <ol style="list-style-type: none"> a. Manage and administer the emergency response and reactive maintenance service; b. Re-assess all accommodation units, that having been assessed as being in Categories A to D inclusive, as applicable under Relevant Law, are subject to maintenance to reduce risk, once maintenance has been completed; c. Take action relating to any defect assessed as being “Unsafe” or a “Severe Defect” within the Response Times defined in Annex B to this Schedule; d. Re-inspect, within 1 calendar week, accommodation in which maintenance to rectify an Unsafe state or Severe Defect has been completed; e. Maintain a full auditable record of all maintenance inspections and works undertaken relating to all reactive maintenance of accommodation provided; f. At reasonable prior notice make such records available to the Authority for inspection and quality audit purposes; g. Brief the Service User(s) occupying accommodation wherein reactive maintenance work is to be undertaken on what the work entails and any 	

Requirements	Tenderer Proposals
	<p>collateral action that the Service User needs to take.</p> <p>4. Briefings are to be conducted in a language understood by the Service User and be accompanied by a written instruction in a language (which need not be in the first language of the relevant Service User) understood by the Service User.</p>
Volume of service	<p>1. As required.</p>
Performance Standards	<p>1. Accommodation maintained in accordance with the standards defined in Paragraph 4.2.2.</p> <p>2. Maintenance in accordance with the defined Response Times set out in Annex B to this Schedule.</p>

Requirements	Tenderer Proposals
<p>4.2.4</p>	<p>The Provider shall provide an accommodation allocation service for Service Users nominated for dispersal.</p>
<p>Related Information</p>	<p>1. The Provider shall:</p> <ul style="list-style-type: none"> a. Upon receipt of Accommodation Requests, allocate accommodation suitable for those Service Users identified by the Authority in the relevant Accommodation Requests; b. Allocate accommodation in compliance with the Allocation Rules defined in Annex A to this Schedule 2 (for Initial Accommodation Annex E); in compliance with the Sharing and Relocation Rules defined in Annex C to this Schedule and with due regard to their responsibilities under section 55 of the Borders, Citizenship and Immigration Act 2009. c. Within the time specified by the Authority, as defined in Annex A to this Schedule, advise, in the required Accommodation Proposal, the Authority on: <ul style="list-style-type: none"> i. The accommodation it proposes to allocate to the Service User; ii. The travel details (where relevant to the Service User) and any other information required by the Authority. d. Notify the Authority if the accommodation it wishes to allocate to a Service User is already occupied by another Service User who will need to be relocated (not applicable to Initial Accommodation). e. Submit an Accommodation Proposal addressing the re-allocation of accommodation for the incumbent Service Users to the Authority within the time period specified by the Authority on receipt of the Accommodation Request (not applicable to Initial Accommodation).

Requirements	Tenderer Proposals	
	<ol style="list-style-type: none"> 2. In the event of current occupancy of such allocated accommodation the Provider shall identify appropriate alternate accommodation that it wishes to allocate to the incumbent Service User(s); 3. The Accommodation Request issued by the Authority shall contain all necessary information relating to the Service Users that is required by the Provider to disperse the Service Users to accommodation in accordance with the Allocation Rules. 	
Volume of service	<ol style="list-style-type: none"> 1. As required. 	
Performance Standards	<p>Accommodation is allocated in accordance with the Allocation Rules and the Sharing and Relocation Rules and section 55 of the Borders, Citizenship and Immigration Act 2009.</p> <ol style="list-style-type: none"> 1. Accommodation Proposals submitted within the time period specified by the Authority on receipt of the Accommodation Request. 2. Accommodation provided within the time period specified by the Authority in the Accommodation Request. 3. All Accommodation Requests satisfied by the Provider in any single payment period. 	

Requirements	Tenderer Proposals
4.2.5	The Provider shall provide a “move-in” service for Service Users upon arrival at their allocated accommodation.
Related Information	<ol style="list-style-type: none"> 1. The Provider shall: <ol style="list-style-type: none"> a. Move the Service Users into allocated accommodation within the time specified by the Authority in the Accommodation Request. b. Meet the Service Users upon arrival at their allocated accommodation; c. Arrange for an interpreter speaking the required language to be present upon the arrival of the Service Users at their allocated accommodation (whether permanent or temporary) if, without an interpreter, the required information cannot be clearly conveyed by the Provider and understood by the relevant Service users; d. Induct the Service Users into the accommodation, see Paragraph 2.2 e. Move Service Users who may have been placed in Temporary Dispersal Accommodation to their longer term dispersal accommodation within the period specified by the Authority in accordance with Annex A to this Schedule f. The induction shall include explaining and demonstrating the operation of all-necessary safety equipment and operating instructions for equipment used within the relevant accommodation. 2. The Provider shall: <ol style="list-style-type: none"> a. Obtain the Service Users written confirmation that such operational instruction has been provided and understood; b. During the induction process make arrangements with the Service User for a follow up visit the next Working Day in order to provide a full briefing on

Requirements	Tenderer Proposals
	<p>matters of interest to the Service Users, see Paragraph 2.2;</p> <p>c. Report to the Authority the occupation of the accommodation by the Service User within 1 Working Day of the induction being completed.</p> <p>3. In the event that the accommodation provided, in accordance with the requirement stated by the Authority, is determined by the Provider to be inappropriate given the medical needs of the Service User:</p> <p>a. The Provider shall when possible seek instructions from the Authority;</p> <p>b. In the event that the Provider is not able to get instructions from the Authority, the Provider shall take any necessary action to ensure the temporary wellbeing of the Service User until such instruction is forthcoming;</p> <p>c. Where necessary the Provider shall provide Temporary Dispersal Accommodation for the relevant Service User.</p>
Volume of service	1. As required.
Performance Standards	<p>1. Induction into accommodation provided for all Service Users on arrival at the accommodation;</p> <p>2. When required, interpreters speaking the correct language are present when Service Users arrive at their dispersal address (whether temporary or longer term)</p> <p>3. Provider reports occupancy within 1 Working Day of the induction of the Service Users into accommodation.</p> <p>4. Service Users moved from Temporary Dispersal Accommodation to permanent accommodation within the time defined in Annex A to this Schedule</p>

Requirements		Tenderer Proposals
4.2.6	The Provider shall provide an Interim Support Token (IST) issuing service.	
Related Information	<ol style="list-style-type: none"> 1. The Provider shall: <ol style="list-style-type: none"> a. Issue Interim Support Tokens to Service Users, as required by the Authority in the Accommodation Request, upon move-in to the accommodation (see Paragraph 2.2); b. Require the principal Service Users to sign a receipt for the Interim Support Tokens issued c. Administer, safeguard and audit Interim Support Tokens in accordance with Authority instructions 	
Volume of service	<ol style="list-style-type: none"> 1. As required. 	
Performance Standards	<ol style="list-style-type: none"> 1. Interim Support Tokens issued as required. 2. Interim Support Tokens administered in accordance with Authority Instructions 	

Requirements	Tenderer Proposals	
4.2.7	The Provider shall provide a full board food service	
Related Information	<ol style="list-style-type: none"> 1. The Provider shall provide a full board food service to entitled Service Users who are: <ol style="list-style-type: none"> a. Accommodated, on a full board basis, in hostel style accommodation; b. Supported under Section 4 or Section 98 of the Immigration and Asylum Act 1999 (see Paragraph 2.9). 2. The Service shall be provided in a location easily accessible to the Service User and within the relevant accommodation within which the Service Users are accommodated. 3. The food service shall include: <ol style="list-style-type: none"> a. Breakfast; b. Lunch and evening meals with a choice of at least one hot and one cold selection. At least one vegetarian option shall be provided; c. A beverage service with each main meal; d. A food service for babies and small children of the appropriate foodstuffs. This service shall enable babies and small children to be fed whenever necessary; e. Options which cater for special dietary requirements (including without limitation fat free and diabetic options where necessary). 4. The food service shall meet appropriate nutritional standards for each varied 	

Requirements	Tenderer Proposals
	<p>menu and satisfy cultural, religious, health or other specific requirements.</p> <p>5. The food service shall include additional support items including:</p> <ul style="list-style-type: none"> a. Baby care equipment and disposable nappies; b. Personal toiletries and feminine hygiene products.
Volume of service	<p>1. As required.</p>
Performance Standards	<ul style="list-style-type: none"> 1. Food service provided to Service Users. 2. Food provided meets the appropriate nutritional standards 3. Food provided satisfies cultural, religious, health or other specific requirements.

Requirements		Tenderer Proposals
4.2.8	The Provider shall provide a Food Voucher Service	
Related Information	<ol style="list-style-type: none"> 1. The Provider shall issue Food Vouchers to entitled Service Users who are supported under Section 4 of the Immigration and Asylum Act 1999 as directed by the Authority (see Paragraph 2.9). 2. The Service shall be provided within three miles of the Service User's accommodation or directly to the Service User at that location if the Service User is not able to travel in person for medical/disability reasons. 3. Food Vouchers shall be issued to the Service User: <ol style="list-style-type: none"> a. On arrival at the accommodation as a temporary measure and be sufficient to meet the relevant Service Users requirements for the next fourteen days until the Service User receives their Section 4 payment card; b. The Provider shall ensure that upon receipt from the Authority, all Section 4 payment cards are issued to Service Users within the fourteen day period and are briefed on their use; c. As an emergency measure for fourteen days to meet the relevant Service User's requirements in the event that the Section 4 payment card is either lost or stolen. 4. The Provider shall maintain full and auditable records of Food Vouchers and Section 4 payment cards issued to each Service User and make these records available for audit purposes to the Authority when required. 	
Volume of service	1. As required.	

Requirements	Tenderer Proposals
Performance Standards	<ol style="list-style-type: none"> 1. All Food Vouchers issued on time. 2. Auditable records of the issue of Food Vouchers are correct. 3. Food Voucher charges made by the Provider concur with auditable records 4. All Section 4 payment cards issued within 14 day timescale.

Requirements	Tenderer Proposals
4.2.9	The Provider shall provide a liaison service for the Local Authority
Related Information	<ol style="list-style-type: none"> 1. The Provider shall liaise and consult with relevant Local Authorities to ensure that any Service Accommodation provided to Service Users does not adversely affect Local Authority developments or community plans. 2. The Provider shall in selecting accommodation for Service Users take into account: <ol style="list-style-type: none"> a. Any housing market renewal initiatives or other housing strategies; b. The cultural compatibility of the environment; c. The capacity of local health, education and other support services; d. The concentration of accommodation for Service Users within particular community areas; e. If the risk of social tension can be assessed as low. 3. In the event that the Provider cannot reach agreement with the Local Authorities in such matters it shall refer the matter to the Authority.
Volume of service	1. As required.
Performance Standards	With respect to every new accommodation procured the provider should consult with the Local Authority.

Requirements	Tenderer Proposals
4.2.10	The Provider shall provide Accommodation Services to Service Users identified as Complex Bail Cases
Related Information	<ol style="list-style-type: none"> 1. The Provider shall in providing accommodation for this special category of Service Users take into account: <ol style="list-style-type: none"> a. An increased likelihood of requests for self contained accommodation b. A specified location c. Increased negotiation with local authorities to procure appropriate accommodation d. Increased insurance premiums for both accommodation and staff e. Specialist training for staff to provide a higher degree of risk awareness f. Increased staffing levels for visits to accommodation because of increased risk g. Possible additional regime of contact visits dependent upon individual Service user h. Either improved quality of furniture, or increased replacement of existing standard of furniture i. Exceptional higher premium for Service Users convicted of Arson 2. No transport costs associated with transfer on release from detention to accommodation

Requirements	Tenderer Proposals
Volume of service	1. As required
Performance Standards	<p>As per accommodation provision in 4.2.1 to 4.2.9 and</p> <ol style="list-style-type: none"> 1. Each unit of accommodation is approved in advance of moving, and throughout, by Local Authorities for this category of Service User 2. Appropriate insurance is held to cover both staff and accommodation in relation to this category of Service User 3. Staff trained appropriately in relation to dealing with this category of Service User 4. Service Users are visited in accordance with The Authority's specific requirements

4.3 Travel Assistance Service

Requirements	Tenderer Proposals
4.3.1	The Provider shall provide a Travel Assistance Service to Service Users in receipt of section 4 support
Related Information	<ol style="list-style-type: none"> 1. The Provider will either take the Service User or provide the Service User with a public transport ticket to enable them to: <ol style="list-style-type: none"> a. Attend, and return from, a Registrar of Births and Deaths office to register the birth of a child or death of a relative; b. Attend either a Doctor's; Dentist's or Hospital appointment
Volume of service	<ol style="list-style-type: none"> 1. As required.
Performance Standards	<ol style="list-style-type: none"> 1. No missed appointments

4.4 Customer support services

Requirements	Tenderer Proposals
<p>4.4.1</p>	<p>The Provider shall provide a briefing service for Service Users occupying serviced accommodation</p>
<p>Related Information</p>	<ol style="list-style-type: none"> 1. The Provider shall brief the Service User within 1 day of the Service User occupying the serviced accommodation. 2. The briefing shall be conducted in a language understood by the Service User. 3. Any information provided to the Service Users during, or consequent to, the briefing shall be in a language that the Service Users can understand. 4. The Service Users shall, at the end of the briefing, be provided with an information pack containing all necessary information that will enable the Service User to function individually and/or as a family member and as a member of the wider community. 5. The Provider shall brief using: <ol style="list-style-type: none"> a. The briefing material provided by the Authority with additions by the Provider as required for the locality; b. Any supplementary information that the Provider wishes to include relating to the provision of its own services. 6. The Provider shall require that the Service User confirms, in writing, that the required information has been presented verbally and that an information pack has been issued and its content understood. 7. The briefing service shall in particular assist, through the provision of verbal and written instructions, the Service Users on their arrival in the area:

Requirements	Tenderer Proposals	
	<ul style="list-style-type: none"> a. To register with a local General Practitioner and a Denist; b. To register children with the appropriate schools in the locale; c. To cash their Interim Support Tokens. <p>8. The Provider shall assist Service Users needing information on how to make contact with and use the appointment systems associated with:</p> <ul style="list-style-type: none"> a. Voluntary Sector Services and other local independent advice service Providers; b. The Authority's local asylum support services; c. The local National Health Service; d. The Local Authority Social Services Department; e. Emergency services, the Police and legal advisers and services; f. Local leisure and recreation services and facilities. <p>9. The Provider shall provide the Service User with information on the ways and means to make direct contact with the Authority for the purposes of stating a complaint regarding the Provider or any other person or organisation.</p>	
Volume of service	1. As required.	
Performance Standards	1. Briefing service is provided within 1 day of arrival at their new location.	

Requirements	Tenderer Proposals
4.4.2	The Provider shall provide a complaints service for the Service Users.
Related Information	<ol style="list-style-type: none"> 1. The Provider shall provide the ways and means for the Service User or their representative to make a complaint. 2. The complaints service shall enable complaints to be made in confidence when the Service User so requires. 3. Where reasonably required the Provider shall arrange for an interpreter to be available to enable the complainant to explain issues in detail. 4. The Provider shall: <ol style="list-style-type: none"> a. Record each complaint, including cause, and the outcome of any investigation it undertakes consequent to any complaints. The record shall include action taken by the Provider to rectify the cause of the complaint; b. Seek to resolve any complaint within 5 Working Days of it being lodged; c. Set out for the Service User, within 1 day of the complaint being lodged, how it will be addressed; d. Inform the Service User of the outcome and any subsequent action to be taken. 5. The Provider shall record in an auditable manner the number and type of complaints for which the Provider can be held culpable.

Requirements	Tenderer Proposals	
	<p>6. The Provider shall, immediately upon becoming aware of a complaint, report to the Authority and where appropriate the police any matters that arise concerning:</p> <ul style="list-style-type: none"> a. Any Service User fraudulently claiming support; b. Antisocial behaviour, suspicious or criminal behaviour, threatening behaviour or harassment; c. Behaviour that may indicate that someone is involved in violent extremism, radicalisation or vulnerable to radicalisation d. Neglect, sexual harassment or exploitation; and, e. Domestic violence or the safeguarding of children <p>7. When the Provider following discussion with the Service User or any third party is unable to resolve a complaint to the satisfaction of the relevant Service User, the Provider shall refer the complaint and the relevant Service User to the nearest voluntary sector advisory service who will advise the complainant and if necessary take up the complaint on their behalf. The complainant is to be informed when such action is taken.</p> <p>8. If all other avenues for complaint resolution fail to achieve an outcome satisfactory to the relevant Service User, the Provider shall refer the matter to the Authority.</p>	
Volume of service	1. As required.	

Requirements	Tenderer Proposals
Performance Standards	<ol style="list-style-type: none"> 1. The complaints service is available to the Service Users when required. 2. Complaint managed within the required time scales. 3. Serious complaints requiring police and Authority involvement notified immediately upon the Provider becoming aware of any event requiring such notification.

Requirements	Tenderer Proposals
4.4.3	The Provider shall provide patient registration service in support of the National Health Service (Not applicable to Initial Accommodation)
Related Information	<ol style="list-style-type: none"> 1. If, in any one week period, 10 or more Service Users are placed by the Provider in an area covered by the same GP Practice the Provider shall: <ol style="list-style-type: none"> a. Notify the nominated GP Practice and the NHS asylum health care worker of their arrival; b. Arrange, within 2 Working Days of the last Service User arriving, for the GP Practice asylum health care worker to meet all the individuals together so that they can, if they wish, be registered with GPs at the same time.
Volume of service	<ol style="list-style-type: none"> 1. As required.
Performance Standards	As described in related information.

Requirements	Tenderer Proposals
4.4.4	The Provider shall provide direct support to Service Users in obvious and urgent or specified (by the Authority) need of medical care on arrival at the accommodation to be provided by the Provider.
Related Information	<p>1. If, during transportation or on arrival at the relevant accommodation any Service User is in obvious and urgent need (as defined in Annex D of this schedule) of medical care the Provider shall either:</p> <ul style="list-style-type: none"> a. Take the Service User to the nearest GP surgery for registration, treatment and referral; or b. Take the Service User to the nearest hospital accident and emergency department for treatment, or call the emergency services if immediate assistance is required; or c. Take all necessary action, required in the reasonable opinion of the Provider, to ensure the timely and sufficient care for the Service User; <p>and in any event shall report the incident to the Authority at the earliest convenient time not exceeding 4 Working Hours of arrival at the relevant accommodation.</p> <p>2. If notified by the Authority that a Service User has need of urgent medical care the Provider shall either:</p> <ul style="list-style-type: none"> a. Take the Service User to the nearest GP surgery for registration, treatment and referral; or b. Take the Service User to the nearest hospital accident and emergency department for treatment; <p>and in any event shall report the outcome of the incident to the Authority within 4 Working Hours of arrival at the relevant accommodation</p>

Requirements	Tenderer Proposals	
	<p>3. If notified by the Authority that a Service User has an existing precondition requiring that the Service User should be registered with a local general practitioner:</p> <ul style="list-style-type: none"> a. The Provider shall take the Service User to the nearest GP surgery within 2 Working Days of arrival at the relevant accommodation if the Service Users informs the Provider that he/she is in urgent need of a new supply of prescribed medication; b. The Provider, in other cases, is to take the Service User to a GP surgery within 5 Working Days of arrival at the relevant accommodation. 	
Volume of service	1. As required.	
Performance Standards	In every instance performance to meet the standards described in Related Information	

4.5 Monitoring and Reporting Services

Requirements	Tenderer Proposals
4.5.1	The Provider shall provide a reporting service for the Authority.
Related Information	<ol style="list-style-type: none"> 1. The Provider shall report to the Authority matters pertaining to the Service Users in particular on their circumstances. 2. The Provider shall report the following events to the Authority within 4 Working Hours <ol style="list-style-type: none"> a. Serious injury, accident or death involving a Service User; b. Serious illness suffered by a Service User (including notifiable diseases); c. Violent or aggressive incidents involving a Service User; d. Any event, incident or occurrence which may have a negative effect on the reputation of the Authority or the Provider; e. Any incident or relevant information that may have a bearing on the safety of visiting Authority or Provider staff. 3. The Provider shall report the following events to the Authority within 1 Working Day <ol style="list-style-type: none"> a. A Service User moving out of or into the premises provided by the Provider; b. A dispute with local neighbours or agencies; c. Any arrests or enforcement notices concerning a Service User;

Requirements	Tenderer Proposals
	<ul style="list-style-type: none"> d. Any allegation made by or about a Service User concerning sexual or physical abuse, the safeguarding of children, neglect, harassment or exploitation; e. A reported theft or loss of a Service User's belongings; f. Any significant dispute between a Service User and the Provider, its agents or staff; g. Any reasonable suspicions that a Service User may be obtaining support from the Authority by fraudulent means; h. Any reasonable suspicions that a Service User may be engaged in criminal activity, violent extremism, or radicalisation i. Any reasonable suspicions that a Service User may be living beyond the means of their support; j. Any reasonable suspicions that a Service User is working for payment; k. Any serious event, incident or occurrence concerning a Service User and/or premises provided by the Provider as accommodation for Service Users; l. Any absences of a Service User from the accommodation provided by the Provider for more than 7 consecutive days and nights including absences as a result of hospitalisation; m. Any persistent absence of a Service User from the accommodation provided by the Provider; n. For Service Users supported under Section 4 of the 1999 Act absences from the accommodation provided by the Provider for more than:

Requirements	Tenderer Proposals
	<ul style="list-style-type: none"> i. 7 consecutive days and nights including absences as a result of hospitalisation; and/or ii. 14 days and nights in any 6 calendar months. <p>4. The Provider shall provide to the Authority, in the format or manner of reporting reasonably required by the Authority, reports as detailed in Schedule 14 (<i>Management Information</i>)</p>
Volume of service	1. As required.
Performance Standards	1. Reports provided to the Authority within the prescribed timescales

Requirements	Tenderer Proposals
4.5.2	The Provider shall provide a notification service for the local National Health Service and the Local Housing Authority (Not applicable to Initial Accommodation).
Related Information	<ol style="list-style-type: none"> 1. Within two Working Days of the relevant dispersal event the Provider shall notify the GP Practice (covering the area into which a Service User is provided with accommodation by the Provider) of the names and addresses of any Service User moving out of or into the area of the relevant GP Practice. 2. Within two Working Days of the relevant dispersal event the Provider shall inform the relevant GP Practice named asylum health worker when it is obvious on the Service User's arrival at the relevant accommodation that previous unreported health needs exist, or take emergency action. 3. The Provider shall, within two Working Days, inform the Local Housing Authority that it has been notified by the Authority that it is ceasing support for any Service User following a positive decision to their asylum application. Such notification shall include the date from which the Local Housing Authority may have to support the relevant Service User.
Volume of service	1. As required.
Performance Standards	1. Information provided to the GP Practices and Local Housing Authority within the specified times.

Requirements	Tenderer Proposals
4.5.3	The Provider shall manage anti-social and violent behaviour (including violent extremism) that occurs in accommodation it provides.
Related Information	<p>1. The Provider shall:</p> <ul style="list-style-type: none"> a. Develop and implement an operations plan for the management of anti-social and/or violent behaviour by Service Users in accommodation provided by the Provider under this Contract; b. Investigate and record all incidents of anti-social and/or violent behaviour by or affecting Service Users in accommodation provided by the Provider under this Contract; c. Resolve whenever possible minor incidents of anti-social behaviour involving or affecting Service Users in accommodation provided by the Provider under this Contract; d. Inform the relevant Local Authority / police of persistent anti-social and/or violent behaviour involving or affecting Service Users in accommodation provided by the Provider under this Contract; e. Report to the Authority and provide supporting evidence of persistent anti-social and/or violent behaviour involving or affecting Service Users in accommodation provided by the Provider under this Contract; f. Provide written reports, detailing such incidents, as required by the local RSMP, the police, the Local Authority or the Authority.

Requirements	Tenderer Proposals
Volume of service	1. As required.
Performance Standards	1. Provider establishes a mechanism (which is approved by the Authority, such approval not to be unreasonably withheld or delayed) to manage the anti-social and/or violent behaviour of Service Users as required.

4.6 Information Technology

Requirements		Tenderer Proposals
4.6.1	The Provider shall operate information technology (known hereonin as “IT”) applications provided by the Authority for the management of the Contract.	
Related Information	<p>1. The Provider shall use information technology provided by the Authority to record details of accommodation, Service Users and other appropriate information as defined by the Authority .Providers must note that the Authority will continue to seek to improve its IT capabilities.</p> <ul style="list-style-type: none"> a. The Management Information Portal will include applications, but not hardware, provided via the internet, secure email transfer or otherwise provided by the Authority; b. The information technology systems used by the Authority shall be the Primary System of Record (ASYS) all other communication or data transfer shall be subordinate to these systems; c. Automated interfaces to Providers systems may be developed to increase overall efficiency; d. The provision of these interfaces will be at the discretion of the Authority and shall be used in respect of the provision of the Services to the extent from time to time required by the Authority. <p>2. The operation, training requirement and processes around information technology systems used by Providers will be defined and developed by the Authority.</p>	

Requirements	Tenderer Proposals	
	3. The Provider will only use such information technology systems for the purposes of fulfilling its obligations under this Contract and will not otherwise use, copy, reproduce, licence or exploit amend any such systems.	
Volume of service	1. As required.	
Performance standards	1. To be determined in accordance with Schedule 14 (Management Information)	

ACCOMMODATION AND TRANSPORT STATEMENT OF REQUIREMENTS ANNEXES A TO E

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Annex. A Dispersal

The provisions of this Annex A shall not apply to or be in respect of Initial Accommodation Service Users

A.1 Overview

- A.1.1 The Authority expects that the substantial majority of dispersals shall take place within 9 Working Days of the Provider receiving the relevant Accommodation Request. However, the Authority may give notice of less than 9 Working Days (see [2.8.1](#))
- A.1.2 The Authority will inform the Provider each Working Day, assuming there are any Service Users to be dispersed to the Provider:
 - A.1.2.1 of the Service Users for dispersal;
 - A.1.2.2 the date by which an Accommodation Proposal should be submitted to the Authority in respect of such Service Users (in most cases this will be 5 Working Days following the date of the Accommodation Request); and
 - A.1.2.3 the date on, or by which, such Service Users need to be dispersed to, and provided with accommodation by, the Provider.
- A.1.3 The Authority shall be entitled to provide more than one notification to the Provider on any one Working Day. The Authority shall be further entitled to withdraw an Accommodation Request at any time prior to the point at which the relevant Service User is collected by the Provider for transporting to the relevant accommodation to be provided by the Provider.
- A.1.4 The Provider must submit Accommodation Proposals to the Authority by the time required in the relevant Accommodation Request. The Authority, acting reasonably, shall be entitled to approve or reject an Accommodation Proposal. In the event that it is rejected then the Authority shall be entitled to terminate the relevant Accommodation Request or require the Provider to submit an alternative Accommodation Proposal. The provisions of this Paragraph shall apply to such alternative proposal(s).
- A.1.5 The Provider:

- A.1.5.1 shall (unless the relevant Accommodation Request is subsequently withdrawn by the Authority) accommodate the Service Users referred to in an Accommodation Request within the times defined by the Authority in the Accommodation Request;
- A.1.5.2 may use suitable Temporary Dispersal Accommodation, for up to a maximum of 20 Working Days, to house the relevant Service Users until they can be moved to their longer term accommodation.
- A.1.5.3 shall inform the Authority of any Service Users for which the Provider will provide Temporary Dispersal Accommodation.
- A.1.6 If the Authority specifies the area within the Specified Region in which the Service User is to be accommodated, the Temporary Dispersal Accommodation that is used must be in the same area as was specified by the Authority.
- A.1.7 The Provider shall keep the Authority updated on the address of any accommodation occupied by a Service User.
- A.1.8 If the Provider moves a Service User to accommodation, but the Service user refuses to move in to that address, the Provider shall provide the Service User with Temporary Dispersal Accommodation until the Authority can adjudicate as to the suitability of the accommodation. The Authority will notify the Provider of the result of such adjudication within 1 Working Day of the relevant matter being referred to them by the Provider. If the Authority deems the accommodation to be unacceptable the Provider shall continue to support the Service User in Temporary Dispersal Accommodation until more appropriate accommodation (as agreed with the Authority and Service User) can be provided.

A.2 Dispersal

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

Annex. B Standards

B.1 Accommodation Standards

B.1.1 There are 4 distinct levels for the standards of the accommodation to be provided for the use of Service Users. These levels are:

- B.1.1.1 Safe;
- B.1.1.2 Habitable;
- B.1.1.3 Fit for purpose;
- B.1.1.4 Correctly equipped

B.1.2 The Provider is required to ensure that all accommodation used to accommodate Service Users under this Contract at all times meets the required standards set out in this Schedule 2. For the avoidance of doubt the Authority shall have no responsibility whatsoever for any damage to or loss of any assets, premises or property of the Provider which is caused by any Service User, and any such damage or loss shall not affect the Provider's obligations to comply with the provision of this Contract.

B.2 Safe accommodation

B.2.1 The following criteria will result in accommodation being regarded as **Unsafe** and requiring the immediate vacation by the Service Users:

- B.2.1.1 Gas leak;
- B.2.1.2 Structural instability;
- B.2.1.3 Flooding or free standing water within the accommodation;
- B.2.1.4 Water penetration through the structure of the accommodation resulting in pooling;
- B.2.1.5 Damaged or friable asbestos linings or insulation products;

- B.2.1.6 Fire damage;
- B.2.1.7 A health and safety assessment of Category A, B or C as applicable under Relevant Law.
- B.2.1.8 Electrical damage that could lead to fire or other injury

B.3 Habitable accommodation

B.3.1 The following criteria will result in the accommodation being regarded as uninhabitable having **Severe Defects** and requiring the emergency action by the Provider:

- B.3.1.1 No mains water supplied;
- B.3.1.2 No gas supplied where gas is normally supplied;
- B.3.1.3 No electrical power supplied;
- B.3.1.4 Falling or unstable ceiling fabric;
- B.3.1.5 Hole in or weakened floor;
- B.3.1.6 Bare or exposed electrical wiring;
- B.3.1.7 No operational smoke or fire alarms;
- B.3.1.8 No operational hot water supply;
- B.3.1.9 No operational space heating system;
- B.3.1.10 Blocked drainage either inside or outside the accommodation that affects the accommodation;
- B.3.1.11 Plumbing leaks that give rise to potential flooding within the accommodation or in other accommodation or property;
- B.3.1.12 No valid gas and/or electrical certification;

B.3.1.13 Broken glazing; and

B.3.1.14 Ground floor windows and other accessible windows and any entrance doors that are not capable of being closed and locked.

B.4 Fit for purpose – Accommodation generally

B.4.1 The following standards must be satisfied for accommodation to be regarded as fit for its intended purpose:

B.4.1.1 The accommodation is of the type appropriate to be allocated to the Service User;

B.4.1.2 The interior structure of accommodation and all fixtures and fittings safe and free from defects or artefacts that may pose a hazard to Service Users;

B.4.1.3 Windows and balconies provide protection against falling for vulnerable occupants (as defined in Paragraph [1.2.1](#));

B.4.1.4 Roofs, walls, and external windows and doors are weatherproof;

B.4.1.5 Internal ventilation sufficient to prevent dampness and condensation and be adequate for energy consumption and waste air, smoke, fumes and gas extraction;

B.4.1.6 Smoke and/or heat detectors fitted on each floor and in compliance with the relevant British Standards, Building Regulations and Local Authority requirements. In houses of multiple occupation detectors to be mains powered with battery backup and inter-linked to BS 5446 or its equivalent and to meet local Fire and Rescue Service requirements;

B.4.1.7 CO detectors

B.4.1.8 Doors and windows capable of being secured to the minimum standards recommended by the Police and the Association of British Insurers;

B.4.1.9 All windows above ground floor level have restrictors where vulnerable occupants may be present;

- B.4.1.10 Drinking and other cold water supplies available at all times on demand and of sufficient pressure to operate heating installations;
- B.4.1.11 If a full space heating system is not installed then appropriate fixed heating appliances are fitted in the living areas. **Paraffin or bottled gas heating systems shall not be used;**
- B.4.1.12 Plumbing operational and leak free;
- B.4.1.13 In houses of multiple occupation adequate notice explaining action to be taken in the event of fire or other emergency and identifying fire emergency exits in the accommodation premises. Notices (which shall include diagrams showing emergency exits) are to be in a language the relevant Service User(s) understands or in such diagrammatic form that the relevant Service User(s) are capable of understanding irrespective of his/their ability to read in any language;
- B.4.1.14 In houses of multiple occupation all bathrooms, shower rooms, toilets, and bedrooms have locks capable of being locked from the inside;
- B.4.1.15 Kitchen fit out to include cupboard space within the constraints of the existing structure;
- B.4.1.16 Kitchen units easy to clean and maintain;
- B.4.1.17 Bathrooms equipped with a bath or shower, toilet, wash hand basin, all in working order and a towel rail;
- B.4.1.18 Floor covering in kitchens and bathrooms easy to clean and moisture resistant;
- B.4.1.19 The accommodation is free from pest infestation;
- B.4.1.20 The accommodation has a telephone line installed or is capable of having such a line installed.
- B.4.2 On move in of a Service User accommodation will not be regarded as fit for purpose if the internal and external aspects of the accommodation are not in good decorative order which shall include:
 - B.4.2.1 Paint or emulsion surfaces to be free of:
 - B.4.2.1.1 Significant holes and cracks in walls, ceilings, floors, doors and any plastered surface;

- B.4.2.1.2 Extensive peeling, flaking or blistering;
- B.4.2.1.3 Ingrained dirt which is not possible for the Service User to remove;
- B.4.2.1.4 Discoloration or variation of colour due to, for example, partial redecoration, removal of paint surface by cleaning materials etc and,
- B.4.2.1.5 Signs of dampness and mould growth.
- B.4.2.2 Wallpapered surfaces to be free of:
 - B.4.2.2.1 Holes and cracks in walls, ceilings and any plastered surface;
 - B.4.2.2.2 Ingrained dirt which is not possible for the Service User to remove;
 - B.4.2.2.3 Discoloration or variation of colour due to, for example, partial redecoration, removal of paint surface by cleaning materials etc and,
 - B.4.2.2.4 Signs of dampness and mould growth.
- B.4.3 Wood surface to be cleaned.
- B.4.4 Wall tiles and floor tiles to be free of significant damage.
- B.4.5 Internal and external aspects of the accommodation clean prior to Service Users taking up occupancy:
 - B.4.5.1 Loose dust, debris and all refuse removed;
 - B.4.5.2 All surfaces including walls, tiling, sills, fireplace surrounds, worktops, interiors and exteriors of cupboards and drawers to be washed down, cleaned of grease and other natural and unnatural deposits or coatings and disinfected where appropriate;
 - B.4.5.3 Floors and floor coverings to be washed down or cleaned of grease and other natural and unnatural deposits or coatings and disinfected where appropriate;

- B.4.5.4 Sinks, baths, shower units and other sanitary-ware to be cleaned, and free of stains and other material deposits and disinfected as appropriate;
- B.4.5.5 Windows and frames to be washed down and disinfected and cleaned of deposits of grease or other natural and unnatural coatings and marks where appropriate.

B.5 Fit for purpose – Disabled persons

- B.5.1 The Provider shall, when required, provide accommodation for disabled persons that is fit for purpose and can be used for their intended purpose by disabled Service Users in compliance with Relevant Law.
- B.5.2 The Provider shall ensure that accommodation provided for vulnerable persons, (as defined in Paragraph [1.2.1](#)) is compliant with Relevant Law.

B.6 Fit for purpose – Public areas

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

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

B.7 Fit for Purpose – Delivery of emergency support tokens (ESTs)

- B.7.1 In order to facilitate the delivery of emergency support tokens (ESTs) to Service Users on S95 support, the Provider must ensure that:
 - B.7.1.1 Access to all properties is clearly marked;
 - B.7.1.2 All external door furniture is in good working order;
 - B.7.1.3 In HMOs, there is the provision of named and working bells or intercoms for each individual Service User unit;
 - B.7.1.4 There is provision for the secure deposit of calling cards.

B.8 Fit out – Self Contained Accommodation

B.8.1 The Provider agrees that this type of accommodation shall be that provided for families (other than families of IA Service Users accommodated in accordance with [B9](#) below). Exceptions to this requirement can only be made in the case of families sharing with the agreement of the Authority in accordance with Paragraph C.1.4 of [Annex C](#) to this Schedule.

B.8.2 The Provider shall provide, where reasonably appropriate, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.

B.8.3 The Provider shall ensure that in each unit of self contained accommodation:

B.8.3.1 Child safety gates are fitted on each staircase (where children are accommodated in the relevant accommodation);

The facilities shall include at least;

Facility	Description		
Bathroom	<p>Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible.</p> <p>Showers are preferable to meet a wider range of cultural needs.</p> <p>Additional WCs to be provided wherever possible.</p>		
Kitchen	Kitchen equipment to include:		
	<p>Cookware and utensils</p> <p>Refrigerator</p>	<p>Food preparation area</p> <p>Sink</p>	<p>Hygienic worktops</p> <p>Hygienic floor coverings</p>

	<p>Cooker or oven and hob</p> <p>Broom</p> <p>Access to laundry facilities (which would normally be a washing machine but could be an alternative e.g. providing vouchers for a local launderette)</p>	<p>Cutlery and crockery</p> <p>Ironing board</p>	<p>Dustpan and brush</p> <p>Clothes iron</p>
Facility	Description		
Bedrooms	<p>Facilities to include:</p> <p>Single beds or double beds to suit the composition of the Service Users</p> <p>1 Wardrobe per room</p> <p>1 Chest of drawers per room</p>		
Dining and living	<p>Facilities to include:</p> <p>Table</p> <p>1 Dining chair per Service User</p> <p>1 Armchair or sofa seat per Service User</p>		

B.8.5 The facilities shall not include the provision of white goods, with the exception of cooking facilities and other facilities mentioned in [B.9.3](#).

B.8.6 The Provider shall provide personal linen for each Service User including:

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

B.9 Fit out appropriate to Self Catering Accommodation occupied by a number of Service Users or in conjunction with other persons (save where all Service Users are part of the same family unit)

B.9.1 The Provider shall ensure that:

B.9.1.1 Shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard;

B.9.1.2 Where facilities are not provided individually they shall be provided communally and each Service User shall have equal access to them. The facilities shall include at least:

Facility	Description		
Bathroom	<p>Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible.</p> <p>Showers are preferable to meet a wider range of cultural needs.</p> <p>Additional WCs to be provided wherever possible.</p>		
Facility	Description		
Kitchen	Kitchen equipment to include:		
	<p>Cookware and utensils</p> <p>Refrigerator</p> <p>Cooker or oven and hob</p> <p>Broom</p> <p>Access to laundry facilities (which would normally be a washing machine but could be an alternative e.g. providing vouchers for a local launderette)</p>	<p>Food preparation area</p> <p>Sink</p> <p>Cutlery and crockery</p> <p>Ironing board</p>	<p>Hygienic worktops</p> <p>Hygienic floor coverings</p> <p>Dustpan and brush</p> <p>Clothes iron</p>

Bedrooms	<p>Facilities to include:</p> <p>Single beds or double beds to suit the composition of the Service Users</p> <p>1 Wardrobe per room</p> <p>1 Chest of drawers per room</p>	
Dining and living	<p>Facilities to include:</p> <p>Table</p> <p>1 Dining chair per Service User</p> <p>1 Armchair or sofa seat per Service User</p>	
Facility	Description	Quantity
Bathroom	<p>Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible. Showers are preferable to meet a wider range of cultural needs;</p> <p>Families shall be allocated their own bathrooms, no sharing with other families unless agreed by the Authority.</p>	<p>At least 1 per 5 single Service users.</p> <p>Additional WCs to be provide wherever possible.</p>
Kitchen	<p>Kitchens can be shared by single Service Users;</p> <p>Shared facilities shall include cupboards, a refrigerator and storage for cutlery,</p>	<p>At least 1 per 5 Service Users.</p>

	pots and pans; Families shall be allocated their own kitchens, no sharing with other families unless agreed by Authority.	
Dining and living	Can be shared by single Service Users; Families shall be allocated their own dining and living space, no sharing with other families unless agreed by the Authority.	

B.9.1.3 In the case of unrelated individuals sharing accommodation, in accordance with Paragraph [C.1.4](#) of [Annex C](#) to Schedule 2, those individuals may be considered to be the equivalent of a family unit for the purpose of sharing facilities.

B.9.2 The Provider shall ensure that common parts are kept clean.

B.9.3 The Provider shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.

B.9.4 The Provider shall provide personal linen for each Service User including:

Item	Quantity	Item	Quantity
Bath Towel	1	Hand towels	1
Face Flannels	1	Tea towels	1
Sheets	2	Pillows and Pillow cases	2 of each

Blankets or duvet	2 or 1	Duvet covers	2
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B.10 Fit out Appropriate to Full Board Accommodation including that occupied by a number of Service Users or in conjunction with other persons

B.10.1 The Provider shall ensure that:

B.10.1.1 Shared rooms are appropriately sized for the number of occupants and that occupancy of a room shall not exceed that specified in the appropriate space standard;

B.10.1.2 Unless otherwise stipulated, Service Users shall have equal and necessary access to facilities. The facilities shall include at least:

Facility	Description
Bathroom	<p>Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible.</p> <p>Showers are preferable to meet a wider range of cultural needs.</p> <p>Additional WCs to be provided wherever possible.</p>
Bedrooms	<p>Facilities to include:</p> <p>Single beds or double beds to suit the composition of the Service User</p> <p>1 Wardrobe per Service User</p> <p>1 Chest of drawers per Service User</p>

Communal Services and Facilities	<p>Dining – taking into account the number and mix of Service Users adequate dining facilities to cater for the needs of the Service Users accommodated and/or fed in the relevant accommodation.</p> <p>Drinking water – reasonable access to fresh drinking water and a suitable drinking vessel at all times.</p> <p>Laundry – reasonable access to laundry facilities (over and above hand washing – normally a washing machine), ironing boards and clothes irons.</p> <p>Recreational – taking into account the number and mix of Service Users reasonable access to tables and comfortable chairs for recreational activities.</p> <p>Cleaning – access to appropriate cleaning materials and consumables for use by Service Users for cleaning purposes.</p>	
Facility	Description	Quantity
Bathroom	<p>Each bathroom shall include a bath and/or shower, a wash basin and WC. WCs are to be located separately wherever possible. Showers are preferable to meet a wider range of cultural needs;</p> <p>Families (other than those comprising IA Service Users) shall be allocated their own bathrooms, no sharing with other families unless agreed by the Authority.</p>	<p>At least 1 per 5 single Service users.</p> <p>Additional WCs to be provide wherever possible.</p>
Dining and living	<p>Providers shall use reasonable endeavours to provide separate living and dining areas for use of families (save that this requirement shall not apply in respect of IA Service Users).</p>	

B.10.1.3 In the case of unrelated individuals sharing accommodation, in accordance with Paragraph [C.1.4](#) of [Annex C](#) to Schedule 2, those individuals may be considered to be the equivalent of a family unit for the purpose of sharing facilities.

B.10.2 The Provider shall ensure that common parts are kept clean.

B.10.3 The Provider shall provide, where applicable, childcare equipment including cots and high chairs, and ensure that sterilisation equipment is available for children under the age of one year.

B.10.4 The Provider shall provide personal linen for each Service User including:

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

B.11 Response times for reactive maintenance

B.11.1 The Provider shall provide services in response to emergencies and for reactive maintenance activity in accordance with the **Response Times** set out below.

Classification	Meaning	Response Time
Immediate	Works (which are not Emergency, Urgent or Routine) which are necessary where the condition of the accommodation is such that there has been a material adverse effect on a Service User's health, safety or security or disruption or loss of a fundamental service or facility to the accommodation.	Continuous call out facility to investigate and restore or provide temporary alternative accommodation within 2 hours of notification by the Service User or the Provider becoming aware of the defect.
Emergency	Works (which are not Immediate, Urgent or Routine) which are necessary where the condition of the accommodation is such that there may be a material adverse effect on a Service User's health, safety or security or disruption or loss of a fundamental service or facility to the accommodation.	Continuous call out facility to investigate and restore or provide temporary alternative accommodation within 24 hours of notification by the Service User or the Provider becoming aware of the defect.
Urgent	Works (which are not Immediate, Emergency or Routine) which are necessary where the condition of the accommodation is such that there has been an adverse effect on the comfort of a Service User or is likely to lead to serious damage.	Investigate and make safe within the 1 Working Day after notification by the Service User or the Provider becoming aware of the defect and to affect a permanent repair or remedy within 7 Working Days of such a time.
Routine	Works (which are not Immediate, Emergency or Urgent) which are necessary to rectify the condition of the accommodation where the condition of the accommodation is such that, although defective having regard to the Provider's obligations, the works can be deferred without causing serious discomfort or inconvenience to the Service User, or damage.	To be carried out within 28 Working Days of notification by the Service User or the Provider becoming aware of the defect.

B.11.2 The following table provides without limitation examples and classification of the applicability of the Response Times.

Classification	Example of Fault, Failure, Defect or Incident	
Immediate	<p>Gas leak</p> <p>Structural instability</p> <p>Fire Damage</p>	<p>Flooding or free standing water within the accommodation</p> <p>Water penetration through the structure of the accommodation</p> <p>Damaged or friable asbestos linings or insulation products</p>
Emergency	<p>Falling or unstable ceiling fabric</p> <p>Hole in or weakened floor</p> <p>Bare or exposed electrical wiring</p> <p>No operational hot water supply</p> <p>No operational space heating system</p> <p>Complete loss of mains water or electrical services, gas supply, etc.</p>	<p>Blocked drainage either inside or outside the accommodation that affects the accommodation</p> <p>Plumbing leaks that give rise to potential flooding within the accommodation of an adjacent, other property</p> <p>Partial loss of mains water or electrical services</p> <p>No operational smoke or fire alarms</p> <p>Ground floor windows and any entrance doors are not capable of being closed and locked, etc.</p>
Classification	Example of Fault, Failure, Defect or Incident	

Urgent	Taps requiring new washers Door and windows requiring easing Broken glazing	Minor blockages and leaks in roof drainage No valid gas and/or electrical certification
Routine	Requirement for cleaning, etc. External repairs, etc.	Glazing repairs, etc.

Annex. C Sharing & Relocation

C.1 Criteria for the sharing of accommodation

C.1.1 The Provider shall allocate accommodation to individuals and/or groups of individuals in accordance with the following criteria.

C.1.2 The Provider shall note that these criteria are in all cases subordinate to all Relevant Law and that the latter applies whenever variants arise.

C.1.3 The Provider may allocate accommodation such that the following may share the same sleeping quarters:

C.1.3.1 Husband and wife;

C.1.3.2 Persons who the Authority has agreed may cohabit;

C.1.3.3 Related children of the same sex under 16 years of age;

C.1.3.4 Related children of different sexes under ten years of age (or 16 years of age where they are all IA Service Users);

C.1.3.5 Couple and one child under ten years of age (or 16 years of age where they are all IA Service Users).

C.1.3.6 Single parent and one child under ten years of age (or 16 years of age where they are all IA Service Users).

C.1.3.7 Couple or single parent and more than one of their children under the age of 16 (provided they are all IA Service Users).

Sleeping quarters must always be appropriately sized for the number of occupants and the occupancy of a room shall not exceed that specified in the appropriate space standard.

C.1.4 The Provider may allocate accommodation such that the following may share the same accommodation unit:

C.1.4.1 Unrelated couples;

C.1.4.2 Same sex, same language, single parent families where unrelated children over the age of ten years are of the same sex.

C.1.5 The Provider shall not accommodate:

C.1.5.1 Unrelated adults of the opposite sex, in the same sleeping quarters, where the Authority has not agreed that they may cohabit;

C.1.5.2 Individuals or groups of individuals in the same accommodation where the Authority has specified that they should not share because of other constraints as defined and provided by the Authority;

C.1.5.3 Individuals or groups of individuals within the same accommodation where this would be contrary to the Authority's instructions issued for medical, disability-related or other reasons;

C.1.5.4 Individuals or groups of individuals within the same accommodation if the Local Authority, social services or primary or secondary care bodies advise otherwise.

C.1.6 Sharing of Accommodation:

C.1.6.1 Subject to Paragraph [C.1.6.2](#), the Provider shall not accommodate Service Users so that they share bedrooms, bathrooms or kitchens with persons not supported by the Authority.

C.1.6.2 Service Users may share HMO accommodation with persons not supported by the Authority who:

C.1.6.2.1 are in independent and self contained unit (i.e. within a separate and lockable self contained suite of accommodation including bedroom, bathroom and kitchen facilities, or within a separate wing of a building); or

C.1.6.2.2 are former Service Users who have been granted leave to remain in the UK since the date which was 12 months before the Contract Signature Date.

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

C.2.1 Subject to the following provision of this Paragraph [C.2](#), the Provider may move Service Users (other than IA Service Users) under the care of the Provider under this Contract:

- C.2.1.1 To make more efficient and effective use of their property portfolio and reduce costs; and/or
- C.2.1.2 To vacate the accommodation to allow for major pre-planned maintenance to the relevant accommodation.
- C.2.2 Any move of the type referred to in Paragraph [C.2.1](#) must be necessary, reasonable and proportionate and carried out in accordance with the relocation guidance issued by the Authority. The Authority reserves the right to veto any incumbent moves that clearly contravene the Allocation Rules.
- C.2.3 Prior to making any such move the Provider shall, by way of a Relocation Request, notify the Authority of the details of the accommodation to which it proposes to move the relevant Service User(s). If the move is approved by the Authority it shall confirm this to the Provider by issuing a new Accommodation Request to the Provider in respect of the relevant Service User(s). The Provider shall then issue an Accommodation Proposal in respect of the relevant Service User(s) identifying the relevant accommodation as the accommodation to which the Service User(s) are to be moved and may move the relevant Service User(s) once the relevant Accommodation Proposal has been accepted by the Authority in the usual way. Any such acceptance shall not imply that the Authority agrees that the relevant accommodation satisfies the requirements of this Contract and the Provider shall remain responsible for ensuring that all accommodation used to accommodate Service Users under this Contract complies with all requirements of this Contract.
- C.2.4 Without restricting the rights and obligations (contained elsewhere within this Contract) of the Provider to move Service Users to different accommodation, no Service User may be moved more than twice in any 12 month period as a result of the Provider exercising its rights under Paragraph [C.2.1](#). The first move of a person who was an IA Service User under this Contract but who subsequently ceases to be an IA Service User while remaining a Service User shall, for these purposes be ignored, provided that the relevant move occurs within 20 Working Days of the person ceasing to be an IA Service User.
- C.2.5 Authorised relocations shall be managed, administered and conducted in accordance with Paragraphs [4.2.1](#), [4.2.4](#), [4.2.5](#) and [4.3.1](#) of Schedule 2;
- C.2.6 The Provider shall give the incumbent Service User(s) at least 7 calendar days notice of any intended relocation except in the case of the accommodation being classified as Unsafe. The Provider shall brief the Service User(s) fully on what will happen before and during the relocation in a language understood by the Service Users.
- C.2.7 Occasions may arise when the Provider may need to move the Service User as a matter of urgency, e.g. the property has become Unsafe, a Service User has been subject to domestic violence, racial or other harassment or for health and safety reasons (such as pest eradication). In such exceptional circumstances, the Provider shall relocate the Service Users

immediately but shall notify the Authority at the earliest opportunity. In all such cases the move shall be managed, administered and conducted in accordance with Paragraphs [4.2.1](#), [4.2.4](#), [4.2.5](#) and [4.3.1](#) of Schedule 2.

C.2.8 The Provider shall refer to the Authority any relocation request from a Service User.

C.3 Re-location of IA Service Users

C.3.1 Occasions may arise when the Provider may need to move an IA Service User as a matter of urgency, e.g. the property has become Unsafe, an IA Service User has been subject to domestic violence, racial or other harassment or for health and safety reasons (such as pest eradication). In such exceptional circumstances, the Provider shall relocate the IA Service Users immediately but shall notify the Authority at the earliest opportunity. In all such cases the move shall be managed, administered and conducted in accordance with Paragraphs [4.2.1](#), [4.2.4](#), [4.2.5](#) and [4.3.1](#) of Schedule 2.

C.3.2 Save for moves under [C.3.1](#), the Provider shall be entitled to move an IA Service User once during the time that the relevant person is an IA Service User under this agreement.

C.3.3 Save as mentioned in [C.3.1](#) and [C.3.2](#) above the Provider shall not (without the consent of the Authority) relocate an IA Service User from the accommodation to which the IA Service User is allocated in the Accommodation Proposal which was accepted by the Authority.

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

Annex. D Medical Needs

- D.1.1 The Provider shall note that on arrival in Initial Accommodation or on dispersal it may become obvious to the Provider's staff that a Service User is presenting a medical condition that is causing distress. Alternatively, the Authority or persons acting on behalf of the Authority may have notified the Provider of a pre-existing condition (also referred to as a specified or obvious health need) that requires urgent attention on the arrival of the Service User at the dispersal accommodation.
- D.1.2 In both cases, the Provider shall take all necessary action in accordance with Paragraph [4.4.4](#).
- D.1.3 If it is obvious on arrival that immediate emergency assistance is needed (also referred to as an urgent health need), the Provider shall take the required action in accordance with Paragraph [4.4.4.1](#) and [4.4.4.2](#). For example, such action would be required when the following type of event is occurring:
- D.1.3.1 Loss of consciousness, fits or fainting during the journey;
 - D.1.3.2 Heavy blood loss;
 - D.1.3.3 Suspected broken bones;
 - D.1.3.4 Severe chest pain;
 - D.1.3.5 Difficulty breathing;
 - D.1.3.6 Overdose, ingestion or poisoning;
 - D.1.3.7 Pregnancy complications including labour pains or excessive vomiting;
 - D.1.3.8 An inflamed eye or a foreign body in the eye;
 - D.1.3.9 Attempted suicide;
 - D.1.3.10 Acute toothache and/or facial swelling.

In cases of doubt the Provider should call NHS Direct (or its equivalent successor), describe the symptoms and act in accordance with the advice given by NHS Direct (or its equivalent successor).

- D.1.4 As a follow up in cases of immediate emergency assistance the Provider shall arrange for the Service User to be registered with a GP as a matter of urgency when they subsequently take up accommodation.
- D.1.5 Pre-existing medical conditions that require a Provider to register a Service User with a GP include:
- D.1.5.1 Long term conditions that need regular medication e.g. diabetes, heart problems, asthma, epilepsy, haemophilia, non-active TB;
 - D.1.5.2 HIV, if already diagnosed and if no continuation of care arrangements have been made before dispersal;
 - D.1.5.3 Acute mental health issues;
 - D.1.5.4 Pregnant women
- and
- D.1.5.5 Children under 9 months.
- D.1.6 In the event that the Authority notifies the Provider that a Service User is visually impaired to the extent that they cannot make the journey alone to receive treatment, the Provider shall make arrangements for them to be accompanied.

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

E.1 Overview

- E.1.1 The Provider will be required to accept new IA Service Users 24 hours a day, 365 days a year, following the procedures contained in this Annex, which may be varied by notice in writing from the Authority.
- E.1.2 By the date set out in Clause 3.3 of the Contract from which the Authority shall be entitled to issue Accommodation Requests in respect of IA Service Users the Provider must advise the Authority of the contact point for referring IA Service Users to Initial Accommodation and where the reception point(s) is/are to which newly arriving IA Service Users should be directed by the Authority, or a Nominated Third Party. The Provider shall not be entitled to change the contact/reception point(s) without the prior written consent of the Authority.
- E.1.3 Referrals of IA Service Users will be from the broad regional area or a planned regular group referral from accommodation in other regions of the UK, and shall be organised by the Authority. However, the IA covered by this Contract is part of a nationwide network and referrals of IA Service Users may be made from any point of entry to the UK asylum system or from any IA within the network.
- E.1.4 The Authority reserves the right to transfer IA Service Users to alternative accommodation at any time.
- E.1.5 The referral and booking process may be subject to changes made by the Authority.

E.2 Booking Process

- E.2.1 The Provider's contact point may be informed at any time by the Authority or a Nominated Third Party by telephone call of a new IA Service User and their requirements. Immediately, or within 15 minutes of the initial telephone call, the Provider shall verbally indicate whether there is suitable space within the Provider's Initial Accommodation and if so confirm the Provider's reception point to which the IA Service User should be brought. The telephone call shall where possible be followed up by the Authority.

This will normally either be via the Authority's Management Information Portal (the preferred medium) any other electronic means specified by the Authority, by fax or e-mail. The Provider will also, subsequent to the verbal acceptance of the referral, confirm their acceptance by such means as may be specified by the Authority, which will normally either be via the Authority's MI portal, other electronic means, fax or e-mail. In the event of either the Authority or Provider experiencing a systems failure, communications may revert to the telephone.

E.3 Access to the Initial accommodation/documentation check

- E.3.1 The RAM provider will collect the IA Service User and take them to the Stipulated/nominated IA reception point for the relevant Initial Accommodation either immediately or at any future time/date stipulated by the Authority.
- E.3.2 On collection the Provider must immediately verify the identity of the IA Service User and their eligibility to be accommodated in the Initial Accommodation, particularly for referrals made through Nominated Third Parties. Where practicable, the IA Service User shall hold a copy of the Service Commission Form and/or other documentation issued by the Authority confirming their identity and asylum status in the UK. The provider must check that the documentation held entitles the IA Service User to entry into the Initial Accommodation in line with the Authority's policies. If documentation is not held or is only partially complete then, to establish eligibility for accommodation, the Provider must check any documentation which is held and satisfy themselves that the IA Service User has been transferred to the relevant accommodation by the Authority's nominated transport Provider.
- E.3.3 Once it is established that the IA Service User is eligible they should be directed to the reserved sleeping quarters and other facilities within the relevant Initial Accommodation as soon as possible, moved into the accommodation and given a briefing. If access to the Initial Accommodation is not immediately possible, new IA Service Users shall be given meals as appropriate and full access to communal facilities. In any event IA Service Users must be moved into the relevant sleeping quarters within a maximum of two hours of their arrival at the designated reception point. Where the Initial Accommodation in which an IA Service User is to be accommodated is not at the relevant reception point, then the Provider shall arrange for the relevant IA Service User to be immediately transported (in accordance with Paragraph [3.1](#) of this schedule) to the relevant accommodation.
- E.3.4 The Provider shall put processes in place to ensure that those IA Service Users arriving outside of normal Working Hours, receive the move in (see Paragraph [4.2.5](#)) and briefing (see Paragraph [4.4.1](#)) service before 12:00 the next day.
- E.3.5 Once the IA Service User has been allocated space within the Initial Accommodation, this should be recorded on the Service Commission Form. Service Commission Forms will be used to record the time and date of occupancy of all IA Service Users and they will form an integral part of the agreed payment procedure.
- E.3.6 Any Service Commission Forms received by the Provider in accordance with Section [E.3.2](#) above, for reservations made, which do not result in the arrival of the IA Service User within 24 hours of the scheduled arrival time should be annotated to this effect and returned to the Authority. The relevant service commission will then be deemed to have been rescinded.

E.4 Allocations/Efficient User of Initial Accommodation

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

E.5 Occupancy

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

- E.5.2 This attendance record shall be available at all times for inspection by the Authority or a Nominated Third Party.
- E.5.3 The Provider is responsible for advising the Service User of the need to sign the attendance record.
- E.5.4 The Authority shall require the Provider to collate and submit information in relation to occupied, unoccupied and available Initial Accommodation as requested.

E.6 Dispersal

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

E.7 Departure Procedures

- E.7.1 The Provider shall ensure that IA Service Users who cease to be cared for by the Provider vacate their Initial Accommodation by the agreed check-out time. On the day the Provider is to cease to care for an IA Service User in its capacity as an IA Service User, the Provider must ensure that the Initial Accommodation occupied by the relevant IA Service User is available for reservation by the Authority on the same day.
- E.7.2 IA Service Users who have checked out of the Initial Accommodation but who are awaiting collection by a person nominated by the Authority shall be given appropriate meals and full access to the communal facilities within the relevant Initial Accommodation.
- E.7.3 Once the Authority has notified the Provider that an IA Service User is no longer to be regarded as an IA Service User, the Provider shall complete the relevant part of the Service Commission Form and shall hold this form as a record of the time and date of occupancy of the relevant IA Service User. The Authority may request to see copies and/or the original Service Commission Form.

- E.7.4 The Provider must inform the Authority as soon as they become aware of an unauthorised absence of an IA Service User from the relevant Initial Accommodation.
- E.7.5 If an IA Service User will be absent from the Initial Accommodation for more than 1 day (for example to attend a hospital appointment), the Provider shall, having sought the prior permission from the Authority, keep the IA Service User's Initial Accommodation open for their sole use until they return. In these circumstances, the Provider will be responsible for looking after any personal items they are notified about which are left at the Initial Accommodation by the IA Service User. In these circumstances, the Authority will accept no responsibility in respect of any disputes between the Provider and the IA Service User regarding the condition and extent of any personal effects for which the Provider acts as custodian for the duration of the IA Service User's temporary absence.
- E.7.6 If IA Service Users leave the Initial Accommodation on their own accord, for more than one day, without having obtained authorisation, the Provider shall provide to the Authority written confirmation of the unauthorised absence using the relevant part of the Service Commission Form. The Provider must inform the Authority of the absence within 1 Working Day and the Initial Accommodation should be made available again for use by other IA Service Users by the next Working Day at the latest. In these circumstances, the Provider shall remove and store in a secure location any personal items left behind by the IA Service User for a period of 1 month. No charge shall be made for the storage or return of these items, which must be returned to the IA Service User if they return to the premises and ask for the items back. The IA Service User should not be re-admitted into the Initial Accommodation without the consent of the Authority.