

**SERVICE LEVEL AGREEMENT FOR
DEPARTMENT OF WORK AND PENSIONS HOUSEHOLD SUPPORT FUND**

DERBYSHIRE COUNTY COUNCIL

AND

BOLSOVER DISTRICT COUNCIL

THIS AGREEMENT shall commence on TBC

PARTIES

1. **DERBYSHIRE COUNTY COUNCIL (Funder)** whose principal address is at County Hall, Matlock, Derbyshire, DE4 3AG; and
2. **BOLSOVER DISTRICT COUNCIL (Recipient)**, whose principal address is at The Arc, High Street, Clowne, Derbyshire S43 4JY.

BACKGROUND

- A. The County Council has received grant funding from the Department of Work and Pensions (DWP), known as the Household Support Fund (HSF).
- B. The HSF has been awarded to upper tier and unitary authorities across England to support households facing financial hardship through Winter 2022/23.
- C. The Funder has agreed to pay a proportion of the HSF grant it is due to receive from the DWP to the Recipient as part of plans to distribute monies to residents in the District of Bolsover.
- D. This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- E. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Agreement: this Grant agreement consisting of these clauses and any attached schedules or appendices and the Department of Work Pensions, Household Support Fund Grant Guidance.

Monitoring and Budget Reporting Requirements: this refers to the requirement for the Recipient to provide the Funder with details relating to how the grant has been spent as set out in Schedule 1 and 2.

The Agreed Distribution Plans: the plans described in Schedule 1.

Schedule 1: The nature and detail of the work required by the Recipient as part of this Agreement a set out in Schedule 1.

Schedule 2: The Grant payment schedule setting out when the Funder will pay the Grant to the Recipient as set out in Schedule 2.

Outcomes: The benefits of the Grant and Agreed Distribution Plans to residents living in the District of Bolsover.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Commencement Date: 1st October 2022

Expiry Date: 31st March 2023

Governing Body: the governing body of the Recipient including its directors , Chief Officer or Elected Members;

Grant: the sum of **£XXX.** to be paid to the Recipient by the Funder in accordance with this Agreement;

Grant Period: the period for which the Grant is awarded starting on the 1/10/22 and ending on 31/03/2023.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and know-how however arising for their full term and any renewals and extensions.

Prohibited Act: means:

- a. directly or indirectly offering, promising or giving any person working for or engaged by the Funder a financial or other advantage to:
 - i. induce that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
- b. directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant functions or activity in connection with this Agreement;
- c. committing any offence:
 - i. under Section 117(2) of the Local Government Act 1972;

- ii. under the Bribery Act 2010;
- iii. under legislation creating offences concerning fraudulent acts;
- iv. at common law in respect of fraudulent acts relating to this Agreement or any other contract with the Funder; or
- v. defrauding or attempting to defraud or conspiring to defraud the Funder.

The Assistant Finance Director: the individual who has been nominated to represent the Funder for the purposes of this Agreement; and

State Aid Law: the law embodied in Articles 107 – 109 of Section 2 of the Common Rules on competition, Taxation and Approximation of Laws Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union.

2. DURATION

1. The terms of this Agreement shall apply for the Grant Period: 1st October 2022 to 31st March 2023.
2. Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

3. PURPOSE OF GRANT

1. The Recipient shall use the Grant only for the delivery of the Agreed Distribution Plans in accordance with the terms and conditions set out in this Agreement, as described in Section 1 and set out within the DWP Household Support Fund Grant Guidance (appendix 2). The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
2. The Recipient shall not make any significant change to the Agreed Distribution Plans without the Funder's prior written agreement.
3. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Agreed Distribution Plans or any related administration costs that the Funder is funding in full under this Agreement.

4. PAYMENT OF GRANT

1. Subject to clause 13, the Funder shall pay the Grant to the Recipient and the Recipient will accept the Grant from the Funder in accordance with Schedule 2.
2. The Recipient agrees and accepts that payments of the Grant can only be made in arrears upon confirmation from the Recipient of eligible spend within the Grant terms and conditions, as set by the DWP and on submission of satisfactory management information data as part of the Monitoring and Budget Reporting Requirements as set out in Schedule 1 and Schedule 2.
3. The Funder agrees to notify the Recipient in the event that there is a reduction in the amount of funds available.
4. No Grant shall be paid unless and until the Funder is satisfied that such payment has been, or will be, used for proper expenditure in the delivery of the agreed distribution plans

5. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the agreed distribution plans, unless by prior written agreement.

6. The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

5. USE OF GRANT

1. The Grant shall be used by the Recipient for the delivery of the Agreed Distribution Plans in accordance with Schedule 1.

2. The Recipient may use a proportion of the Grant funds to pay for the administration costs incurred by Recipient in the delivery of the Agreed Distribution Plans. Administration costs should not exceed 5% of the Grant total without the agreement of the Funder.

3. Where the Recipient has obtained funding from a third party related to the elements of the Agreed Distribution Plans (including without limitation funding for associated administration and staffing costs), the Recipient shall notify the Funder of the amount of such funding together with a clear description of what the funding shall be used for.

4. The Recipient shall not use the Grant to:

- a. make any payment to members of its Governing Body;
- b. purchase buildings or land; or
- c. pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder's Assistant Director of Finance.

1. The Recipient shall not spend any part of the Grant on the delivery of the Agreed Distribution Plans after the Grant Period.

2. Any liabilities arising at the end of the agreed distribution plans including any redundancy liabilities for staff employed by the Recipient to deliver the plans must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

6. ACCOUNTS AND RECORDS

1. The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

2. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

3. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, on reasonable notice, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

4. If requested, the Recipient shall provide the Funder with a copy of its annual accounts that relate to the expenditure of the grant within six months

(or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in which the Grant is paid.

5. The Recipient shall comply and facilitate the Funder's compliance with the Funder's internal financial regulations as well as all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

7. MONITORING AND REPORTING

1. The Recipient shall closely monitor the delivery and success of the distribution plans and ongoing spend throughout the Grant Period to ensure that the aims and objectives of the grant are being met and that this Agreement is being adhered to.

1. The Recipient shall provide the Funder with reports on its use of the Grant and delivery of the Agreed Distribution Plans in accordance with Schedule 1. The frequency and format of such reports shall be in accordance with Schedule 1 and 2 or, in the absence of which, as the Funder may reasonably require.

2. If at any stage the Recipient identifies they are likely to have a significant underspend by the end of the Grant period, they will notify the Funder straight away so allocation of funding can be reviewed.

4. The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

5. The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

6. The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient as the Funder may reasonably require to monitor the delivery of the Agreed Distribution Plans. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the distribution, it shall be entitled to authorise any person to make such visits on its behalf.

7. The Recipient shall provide the Funder with a management information reports as part of Monitoring and Budget Reporting Requirements (as defined in Schedule 1 and 2) shall confirm whether the Agreed Distribution Plans have been successfully and properly completed. The Recipient shall provide this information within the timescales set out in Schedule 2.

8. ACKNOWLEDGMENT AND PUBLICITY

1. The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder and Department for Work and Pensions as the source of the Grant.

2. The Recipient shall not publish any material referring to the distribution plans or the Funder without the prior written consent of the Funder. The Recipient shall acknowledge the support of the Funder and the Department for Work and Pensions in any materials that refer to the grant and in any written or spoken public presentations about the distribution plans. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name, the Department for Work and Pensions name and

both logos (or any future name or logo adopted by the Funder) using the templates provided, or approved in writing, by the Funder.

3. In using the Funder's and the Department for Work and Pensions name and logo, the Recipient shall comply with any reasonable guidelines issued by the Funder.

4. The Recipient agrees to participate in and co-operate with promotional activities relating to the grant that may be instigated and/or organised by the Funder.

5. The Funder may acknowledge the Recipient's involvement in the distribution plans as appropriate without prior notice.

6. The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the agreed distribution plans.

9. INTELLECTUAL PROPERTY RIGHTS

1. The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

2. Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the distribution plans (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

10. CONFIDENTIALITY

1. Subject to clause 10.2, the parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent any disclosure to any person of any matters relating hereto.

2. Clause 10.1 shall not apply to any disclosure of information:

- a. required by any applicable law, including FOIA or the EIR under clause 11;
- b. where a party can demonstrate that such information is already publicly available;
- c. which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- d. by the Funder to any other department, office or agency of the Government.

11. FREEDOM OF INFORMATION

1. The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

2. The Recipient shall:

- a. provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIR;

- b. transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - c. provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
 - d. not respond directly to a request for information unless authorised in writing to do so by the Funder.
3. The Recipient acknowledges that the Funder may be required under the FOIA and EIR to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.

12. DATA PROTECTION

Both the Funder and the Recipient shall comply with all their obligations under data protection legislation, including all laws and regulations relating to the processing of personal data and privacy and, where applicable, the guidance and codes of practice issued by the Information Commissioner, which arise in connection with the Agreement.

13. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

1. The Funder's intention is that the Grant will be paid to the Recipient in arrears in two instalments upon submission of management information reports required as part of Monitoring and Budget Reporting Requirements at intervals set out in Schedule 1 and 2. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold payment of the Grant and/or require repayment of all or part of the Grant if:
- a. the Recipient uses the Grant for purposes other than those for which they have been awarded;
 - b. the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Agreed Distribution Plans;
 - c. the Recipient is, in the reasonable opinion of the Funder, delivering the Agreed Distribution Plans in a negligent manner;
 - d. the Recipient obtains duplicate funding from a third party for elements of the Agreed Distribution Plans;
 - e. the Recipient is in breach of State Aid Law as a result of which a requirement has been imposed on the Funder to recover the Grant. The Recipient shall also be liable for the payment of any interest that is required to be repaid under State Aid Law.
 - f. the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Agreed Distribution Plans or the Funder into disrepute;

- g. the Recipient provides the Funder with any materially misleading or inaccurate information;
 - h. the Recipient, or any of its employees or agents (in all cases whether or not acting with the Recipient's knowledge) commits or committed a Prohibited Act;
 - i. any member of the Governing Body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the delivery of the Agreed Distribution Plans or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- 1. the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 2. The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement which the Recipient has with the Funder.
 - 3. The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
 - 4. Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the agreed distribution plans or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

14. ANTI-DISCRIMINATION & HUMAN RIGHTS

- 1. The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment. The Recipient shall take all reasonable steps to secure the observance of this clause by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged in the Agreed Distribution Plans.
- 2. The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998). The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 1. The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient delivering the Agreed Distribution Plans, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from

or incurred by reason of the actions and/or omissions of the Recipient in relation to the Agreed Distribution Plans, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

2. Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

16.1 The Recipient warrants, undertakes and agrees that:

- a. it has all necessary resources and expertise to deliver the Agreed Distribution Plans;
- b. it has not committed, nor shall it commit, any Prohibited Act;
- c. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- d. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Agreed Distribution Plans;
- e. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- f. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- g. all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- h. in accepting the Grant the Recipient shall not be in breach of State Aid Law;
- i. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- j. it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- k. since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss

18. TERMINATION

The Funder may terminate this Agreement by giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

19. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

20. DISPUTE RESOLUTION

1. In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Assistant Director of Finance or any other individual nominated by the Funder from time to time.

2. Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Assistant Director of Finance or other nominated individual, as the case may be, either party may refer the matter to the Director of Finance **OR** Managing Director of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

3. In the absence of agreement under clause 20.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

21. GENERAL

21.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

21.2 Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

21.3 The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Agreed Distribution Plans, transfer or pay to any other person any part of the Grant.

21.4 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

21.5 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

21.6 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED for and on behalf of
DERBYSHIRE COUNTY
COUNCIL:

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Signature

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Head of Finance, Corporate Services and Transformation

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Title

.....

Date

SIGNED for and on behalf of

Bolsover District Council:

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Signature

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Authorised Signatory's Name

.....

Title

.....

Date

Schedule 1

The Agreed Grant Distribution Plans

DEPARTMENT OF WORK AND PENSIONS HOUSEHOLD SUPPORT FUND (HSF)

This is Schedule 1 to the Agreement between Derbyshire County Council and Bolsover District Council

The nature of the work required of you is:

Distribute the Household Support Fund Grant awarded to Bolsover District Council to residents in the District facing financial hardship within the Grant period as set out below in the Agreed Distribution Plans and in Appendix 1.

Agreed Distribution Plans

a) Providing Financial Support to Vulnerable Households to Support Homelessness Prevention

The recipients will use existing processes to distribute the funds via:

- Additional homeless prevention funds to assist those threatened with/facing homelessness in social and private tenancies
- Clearing arrears for households experiencing financial hardship/threatened with homelessness in social and those in private tenancies where funds awarded by the Government have been exhausted or do not apply
- Emergency welfare payments for those in temporary accommodation provided by the Authority or to establish tenancies/relieve homelessness
- Discretionary housing benefit payments to alleviate financial hardship

The Recipients will identify eligible recipients using existing processes and carry out due diligence to determine the level of financial hardship of eligible residents.

b) Providing Financial Support to Vulnerable Households via Council Tax Hardship Fund

Recipients will use the grant funds to award top up payments to those in receipt of Local Council Tax Relief who are facing legal action due to financial hardship.

1. Outcomes:

Residents in Bolsover facing financial hardship and who are deemed eligible for support will receive financial support:

- to prevent homelessness
- to retain current housing provision
- to maintain or secure temporary accommodation/accommodation
- to pay costs of food, heating and related essential cost when in temporary accommodation
- to prevent enforcement action and financial hardship related to Council Tax arrears
- to help maintain their wellbeing and avoid crisis.

2. Monitoring and Budget Reporting Requirements:

The agreed all-inclusive grant:

Up to £TBC

Payments are made to the Funder from the DWP in arrears upon submission of MI return to be signed by the Funder's Section 151 officer. The funder will transfer funds to the Recipient once received from the DWP in two payments as set out in Schedule 2.

Payments schedule as described in Schedule 2.

The Recipient will use the DWP MI and budget reporting template as provided by the Funder.

- Interim MI return to cover the period 1st October 2022 to 31st December 2022 to be returned to the Funder by 19th January 2023.

- Final MI return to cover the period 1st January 2023 to 31st March 2023 to be returned to the Funder by 21st April 2023.

Reporting and budget breakdown required:

- Total number of grant awards to households with children
- Total number of grant awards to households with pensioners
- Total number of grant awards to other households
- Total spend of awards for households with children
- Total spend of awards to households with pensioners
- Total spend of awards to other households.
- Total number of awards and spend of awards broken down into the following categories:
 - Housing support
 - Wider essentials (to include Council Tax support)
 - Food
 - Energy and water
 - Essentials linked to energy and water.
- Administration costs.

Although the recipient is required to report how many awards they have made to each household type (as listed above), there is no requirement to meet any distribution targets to particular household types.

In addition to the above mentioned Management Information and Budget Reporting Requirements, the Recipient will closely monitor ongoing spend throughout the Grant period. If at any stage the Recipient identifies they are likely to have a significant underspend by the end of the grant period, they will notify the Funder straight away to provide the opportunity for the Funder to allocate Grant underspend to another distribution source.

The Recipient will provide the Funder with a brief one or two page summary report containing two short case studies upon expiry of the Grant period to evidence how the grant has been used to support households in the Bolsover District Area to meet the Outcomes listed above. This should be provided to the Funder no more than one month after the Expiry Date.

For the purpose of this grant (and without prejudice to other schemes):

- The definition of a household with a child is a household containing any person:
 - who will be under the age of 19 as at 31st March 2023 or
 - a person aged 19 or over in respect of whom a child-related benefit (for example, Child Benefit) is paid or free school meals are provided.

- Where an eligible child lives on his or her own, they are a household that includes a child covered in the one third allocation for households with children.

- The definition of a household with a pensioner is any household containing any person:
 - who has reached state pension age by 31st March 2023 (and no eligible children as defined above are resident)

Complaints and Compliments:

Inform Derbyshire County Council of any complaints received concerning delivery of this provision and the action taken to remedy these.

Capture any compliments and share these with Derbyshire County Council's via alex.shore@derbyshire.gov.uk

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Schedule 2

PAYMENTS SCHEDULE Allocation May 2022 – September 2022

(A) Grant Period	(B) Payment Date	(C) Amount of Grant Payable	(D) Date for submission of monitoring information
1st October 2022 to 31st December 2022	TBC	Spend claimed for period based on MI return, including administration costs	19 th January 2023
1 January 2023 to 31st March 2023	TBC	Spend claimed for period based on MI return, including administration costs	21 st April 2023
Total Grant amount available to claim	TBC		

Appendix 1 – Recipient Proposal for Distributing the allocation of the Household Support Fund

Proposal to Obtain Funding Allocation for Bolsover District Council – submitted to Derbyshire County Council on DATE TO BE ADDED

Introduction

BDC already have a homelessness prevention scheme in place. This scheme, which draws on the annual homelessness prevention grant allows us to help vulnerable households (families and singles) across the housing sector who are threatened with or experiencing homelessness.

We are currently able to provide the following interventions in relation to preventing and relieving homelessness

- 1. Help with rent deposits and rent in advance payments**
- 2. Help with utility costs**
- 3. Help with food shopping costs and other essential spends**
- 4. Transport costs to attend interviews for accommodation**
- 5. Payments for rent arrears to help in people being re housed**

Current climate and future risks

We are seeing a big increase in applications relating to rent arrears and threats of eviction from the private and social rented sectors and this will increase in the months ahead and throughout 2022/23 and beyond. Rent arrears will be the number one issue and we are now seeing families who were furloughed needing help with rent arrears in order to prevent homelessness

In addition the cost of living crisis is placing families under significant financial pressure and are faced with a difficult decision as to whether to pay rent or utility bills.

Uses for the household support grant

The additional funding available will be utilised to further support households facing financial hardship and/or threatened with homelessness.

We would like to request Up to £TBC from the additional monies available to expand the homeless prevention services already in place to :-

- Provide support with Council Tax /Council Tax Arrears for customers who are in financial difficulty due to unforeseen or exceptional circumstances, or financial hardship that affects their ability to pay their Council Tax liability**

- Additional homeless prevention funds to assist those threatened with homelessness in social tenancies
- Clearing arrears for households experiencing financial hardship/threatened with homelessness in social tenancies.
- Whilst additional resources have been made available for private renters by the Government to top up prevention funds for private renters, should these become exhausted, additional homeless prevention funds to assist those threatened with homelessness in the private sector
- Call B4 you Serve team to access the Law Centre prevention fund to prevent homelessness from the private rented sector.
- Emergency welfare payments for those in temporary accommodation or to establish tenancies/relieve homelessness
- Additional support for those suffering fuel poverty
- Additional support for those struggling with food provision

The Council have considered the use of these funds for administration and this will be mostly absorbed, should any admin costs be required these will be kept to a minimum.

Suitable cases for emergency welfare payments will be identified by officers within Benefits Team, Rents Team and Homeless team.

Any payments under this initiative will be authorised by the Head of Housing Management & Enforcement, and the Revenues and Benefits Manager using the matrix already provided.

Internal processes will be set up to ensure that once any payment is authorised it is recorded in real time enabling an up-to-date analysis of spend to be kept and to be accessible almost immediately.

Appendix 2

Department Of Work and Pensions Household Support Fund Grant Guidance:

[Household Support Fund: guidance for local councils - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/household-support-fund-guidance-for-local-councils)