

HOUSEHOLD SUPPORT FUND 4 GRANT AGREEMENT

between

DEVON COUNTY COUNCIL

and

EXETER CITY COUNCIL

THIS AGREEMENT is dated 22nd March 2023.

PARTIES

- (1) **DEVON COUNTY COUNCIL** of County Hall, Topsham Road, Exeter EX2 4QD
(Funder)
- (1) **EXETER CITY COUNCIL**
of Civic Centre, Paris Street, Exeter. EX1 1JN

BACKGROUND

Household Support Fund 4 (01 April 2023 - 31st March 2024)

The Government announced a new Household Support Fund (HSF) grant that will be made available to County Councils and Unitary Authorities in England to support those most in need to help with significantly rising living costs. This new grant will run from 01/04/23 – 31/03/24 – See Appendix 1 for additional information applying.

- A** The Funder has agreed to pay the Grant to the Grantee to assist it in carrying out a project to primarily support households in the most need who would otherwise struggle. Energy bills may be of particular concern to low-income households during the period of the scheme, and Authorities should prioritise supporting households with the cost of energy. The fund can also be used to provide support with food, essentials linked to energy and water, wider essentials. It can also be used to support housing costs in exceptional cases of genuine emergency.
- B** This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Grantee.
- C** These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. Interpretation

- 1.1 Reference to any statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and
 - (b) all statutory instruments or orders made pursuant to it.
- 1.2 Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms, corporations and vice versa.
- 1.3 Unless the context otherwise requires reference to any clause, sub-clause or schedule is a reference to a clause, sub-clause or schedule (as the case may be) of or to this Agreement.
- 1.4 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

2 The Grant

- 2.1 Subject always to clause 2.3 and the conditions set out in this Agreement, the Funder shall pay to the Grantee the funding in the sum of £675,706.00 (six hundred and seventy five thousand, seven hundred and six pounds) PLUS 15% of the funding amount deployed for the purpose of administration, £101,355.90 (one hundred and one thousand, three hundred and fifty five pounds, 90 pence) TOTAL MAXIMUM **£777,061.90** (seven hundred and seventy seven thousand, sixty one pounds and 90 pence) (**Grant**). Please note: Appendix 2, 3 and 4 which detail the additional funding arrangements and conditions that apply under this Agreement.

[The Grant shall be paid in accordance with the following details:

Payment	Date due
£304,067.70 allocation plus 15% administration*, £45,610.15 = £349,677.85 45% of the total funding allocation for deployment by the grantee between April – September 2023	Only once DCC has submitted MI returns and received the funding from Dept. of Work & Pensions and not before.
£371,638.30 allocation plus 15% administration* ££55745.75 = £427,384.05 55% o of the total funding allocation for deployment by the grantee between October – March 2024	Only once DCC has submitted MI returns and received the funding from Dept of Work & Pensions and not before.
Total Funding Allocation: £675,706.00 plus 15% administration, £101,355.90 = £777,061.90	

*The Grantee shall provide Management Information (MI) outlining the numbers of beneficiaries and the amount spent (use the template below). 15% for administration will relate to the cumulative funding allocation actually deployed and spent by the grantee.

- 2.2 The Grantee shall use the Grant for the purpose only of contributing towards the Project and for no other purpose whatsoever without the prior written agreement of the Funder. The Grantee further undertakes that any part of the Grant which remains unexpended shall be repayable to the Funder on demand.
- 2.3 In the event that the Grantee fails to use the Grant for the purpose outlined in this Agreement or any information it supplied to the Funder was completed fraudulently, incorrectly or materially misleadingly or the Grantee acts fraudulently or negligently at any time during the completion of the Project or otherwise fails to comply with any of the conditions contained in this Agreement the Funder shall be entitled to terminate this Agreement and require the Grantee to repay some or all of the Grant as the Funder at its sole discretion shall determine.
- 2.4 The Grantee must ensure that the Project at all times complies with all relevant and necessary statutory requirements, including without limitation, those arising under the Health and Safety at Work etc Act 1974, and any other acts, orders, regulations and codes of practice which may apply to employees and other persons working on, or affected by, the Project and that any and all consents, authorities, permissions, licences and insurances are obtained and maintained throughout the Project.
- 2.5 Grant Period: **For use between 01/04/23 and 31/03/2024**

3 Records

- 3.1 The Grantee must make available to the Funder, at such times as it shall reasonably request, such information as the Funder requires enabling it to satisfy itself that the Grantee is using the Grant in accordance with the terms and conditions of this Agreement. In particular the Grantee will maintain a financial audit trail in respect of the Project and make such audit trail available to the Nominated Officer (as defined in clause 10) upon reasonable notice together with all other financial records concerning the Project.

4 Data Protection

- 4.1 Both parties will comply with all applicable requirements of and all their obligations which arise in connection with this Agreement under the General Data Protection Regulation (*Regulation (EU) 2016/679*) and / or any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

5 Monitoring

- 5.1 The Funder shall monitor the operation of this Agreement and the Grantee shall co-operate with and assist the Funder by:- 5.1.1 providing it with such information as the Funder may from time to time require in undertaking the monitoring; and

5.1.2 meeting the Funder as required from time to time to discuss any issues relevant to this Agreement.

6 Liability

- 6.1 The Funder accepts no liability whatsoever for the Project whether before, during or after its completion and the Grantee undertakes to indemnify and keep the Funder indemnified from and against any and all loss, damage, liability (whether criminal or civil) and costs (including legal fees) suffered by the Funder in respect of any matter arising under this Agreement including any breach thereof by the Grantee or in respect of the Project resulting in any successful claim by a third party.

7 Freedom of Information

- 7.1 The Grantee acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**)

- 7.2 The Grantee shall:

7.2.1 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 EIRS.

7.2.2 transfer to the Funder all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 3 working days of receipt;

7.2.3 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 8 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and

7.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.

- 7.3 The Grantee acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Grantee. The Funder shall take reasonable steps to notify the Grantee 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 practicable 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 EIRs.

8 Nominated Officer

- 8.1 The Funder will identify an officer (**Steven Edwards**) who will liaise with the Grantee over all aspects of this Agreement.

9 No Partnership or Agency

- 9.1 This Agreement shall not create any partnership or joint venture between the Funder and the Grantee, nor any relationship or principal and agent, nor

authorise any party to make or enter into any commitments for or on behalf of the other party.

10 Assignment

- 10.1 The Grantee may not assign any or all of its rights under this Agreement without the prior written agreement of the Funder.

11 Counterparts

- 11.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

12 Governing Law

- 12.1 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.

SIGNED by
Simon Kitchen, Head of Communities - for and on behalf of
DEVON COUNTY COUNCIL



Authorised Signatory

SIGNED by
Michelle White, - for and on behalf of
Exeter City Council



Authorised Signatory

Appendix 1 – Household Support Fund 4 (01 April 2023 - 31st March 2024)

The Government announced a new Household Support Fund (HSF) grant that will be made available to County Councils and Unitary Authorities in England to support those most in need to help with significantly rising living costs. This new grant will run from 01 April 2023 – 31st March 2024.

The expectation is that the fund should primarily be used to support households in the most need who would otherwise struggle. Energy bills may be of particular concern to low-income households during the period of the scheme, and Authorities should prioritise supporting households with the cost of energy. The fund can also be used to provide support with food, essentials linked to energy and water, wider essentials. It can also be used to support housing costs in exceptional cases of genuine emergency.

In administering this funding allocation, the District/City Council is to take note of the guidance below and in accordance with the Team Devon agreed Policy approach attached at **Appendix 4 see end of document.**

Establishing eligibility

There is no requirement for Authorities to undertake a means test or conduct a benefit check unless this specifically forms part of the Authority's local eligibility criteria.

In accordance with their general legal duties, Authorities must have a clear rationale and documented policy/framework outlining their approach including how they are defining eligibility and how households' access/ will receive payment from the scheme. This policy/framework needs to be communicated and held on the Authority's website – see **appendix 4** for the agreed Team Devon approach. We expect Authorities to review any existing approach and to have a strong rationale for their targeting so that funding is available to the households who most need it.

Reasonable administrative costs of 15% of the total amount deployed will be paid to conduct this task. This includes reasonable costs incurred administering the scheme. These include for example:

- staff costs
- Advertising, publicity and public information & communication to raise awareness of the scheme
- web page design and content
- producing application forms (printed/online)
- small IT changes, for example, to facilitate MI production

The District/City Council scheme needs to note (especially for signposting purposes) that as part of a wider package of solutions the Council has provided HSF (Household Support Fund) initial funding allocations to other settings and support gateways, currently including:

- the DCC Free School Meals Holiday Food Vouchers scheme
- Citizens Advice Devon (energy relief scheme for those struggling to meet pre-payment and credit meter fuel costs).
- Early Help
- Sustainable Warmth
- Devon Community Foundation

Appendix 2 – The Funding Allocation and Payment Arrangements

The Funding Allocation of £675,706.00 (six hundred and seventy five thousand, seven hundred and six pounds).

Actual funding payments to your organisation will be in arrears and based upon actual spend shown within your Management Information (MI) cumulative returns, which must be submitted by the dates shown in Appendix 3.

In addition, 15% admin costs of the amount deployed, as stated on your cumulative MI returns, can be allocated toward the purpose of administering the scheme.

Payment timescales will be dependent on DWP funds being received by DCC in due course, following DCC's MI return to DWP.

Appendix 3 – Management Information (MI) Reporting Requirements

Funding from DWP to DCC will be paid in arrears and this should in theory cover the expenditure by the District/City Council Scheme, but the DWP payment will be dependent upon the receipt of accurate Management Information (MI) on the dates shown in the table below:

Reporting period to	Date due
01.04.23- 31.05.23	05.06.2023
01.04.23- 30.06.23	05.07.2023

01.04.23 -31.07.23	07.08.2023
01.04.23- 31.08.23	05.09.2023
01.04.23- 30.09.23	05.10.2023
01.04.23- 31.10.23	07.11.2023
01.04.23- 31.11.23	05.12.2023
01.04.23- 31.12.23	05.01.2024
01.04.23- 31.01.24	05.02.2024
01.04.23- 29.02.24	05.03.2024
01.04.23- 31.03.24	05.04.2024

We understand the DWP will issue a payment to DCC upon receipt of the following MI returns, and in turn we will issue a payment to you thereafter, and only on receipt of payment from DWP:

30.06.2023
30.09.2023
31.12.2023
31.03.2024

The MI returns template (MS Excel – see attachment below) following must be used for making cumulative MI returns from your organisation to Devon County Council (DCC). Completion of MI returns must be in line with DWP guidance (see attachment below).

[HSF4 Excel Spreadsheet for MI template](#)



Copy of FINAL Household Support

[MI Reporting Requirements](#)



FINAL Household Support Fund (2023)

DCC will review spending in May 2023 following the first cumulative MI return, and monthly thereafter. Following the first overall MI submission to DWP and just after every other monthly cumulative MI return (as in the table above) - the initial allocated funding amounts and the levels of actual dispersal will be reviewed. If Management Information indicates that the funding allocation is not being fully utilised by your **District/City Council** scheme and/ or by another support gateway, and/or there is another support gateway that is nearing depletion of its funding allocation, then the amounts allocated to the gateways will be amended to reflect this; ensuring people struggling financially receive the support they need via the preferred gateways and that the fund is spent in full. Any changes will be communicated clearly with the organisation concerned. Your administrative costs will also be adjusted accordingly

Appendix 4 – Agreed Approach - Household Support Fund 4

This District/City Councils agreed approach (which must be aligned to the Team Devon agreed approach – attached below) needs to be communicated and held on the Authority’s website .



HSF4 Team Devon Approach Scheme FI

For information and future reference the DWP HSF4 guidance is also attached for future reference; as shown below.

Word guidance



FINAL Household
Support Fund (2023)