



Phil Roberts  
Chief Executive  
City and County of Swansea  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

17<sup>th</sup> March 2022

Dear Phil

**Award of Funding in relation to Housing Support Grant – Award of Grant  
2022-2023, 2023-24 and 2024-25**

**1. Award of Funding**

- (a) We are pleased to inform you that your Application has been successful for 2022-23 and funding of up to £18,687,840.79 (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).

**Main HSG Allocation:**

Total Final Main HSG Allocation for 2022-23 - £18,489,233.10

Total Indicative Final Main HSG Allocation for 2023-24 -  
£18,489,233.10

Total Indicative Final Main HSG Allocation for 2024-25 -  
£18,489,233.10

**Ring-fenced funding for 'Main programme' projects being  
transferred from the Homelessness Prevention Grant to the  
HSG:**

Total Final Ring-Fenced Allocation for 2022-23 - £198,607.69

Total Indicative Final Ring-Fenced Allocation for 2023-24 -  
£198,607.69

**Re-distributed Homelessness Prevention Grant 'Main  
programme' funding being transferred to the HSG**

Total Indicative Final Allocation for 2024-25 - £270,393.03

- (b) The Funding relates to the period 1 April 2022 to 31<sup>st</sup> March 2023 and must be claimed in full by 30<sup>th</sup> April 2023 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) This letter shall become effective on the date of signature evidencing acceptance by you as set out in the acceptance page below.
- (d) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

## 2. **Statutory authority**

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Climate Change, one of the Welsh Ministers, acting pursuant to sections 70 and 71(1) of the Government of Wales Act 2006 and sections 169(6) and (7) of the Local Government and Housing Act 1989.

## 3. **Interpreting the Conditions**

Any reference in the Conditions to:

**'you'**, **'your'** is to Swansea City & County  
Housing Service  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

**'we'**, **'us'**, **'our'** is to the Welsh Ministers;

**'Welsh Government Official'** is to

Karen Tudor  
Housing Policy Division  
Welsh Government  
Rhydycar  
Merthyr Tydfil  
CF48 1UZ

Email: [Karen.Tudor@gov.wales](mailto:Karen.Tudor@gov.wales)

or such other Welsh Government official as we may notify you.

**‘Project Manager’** is to your project manager who is responsible for the day to day management of this award of Funding:

Peter Field  
Swansea City & County  
Housing Service  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

Email: [Peter.Field@swansea.gov.uk](mailto:Peter.Field@swansea.gov.uk)

**‘Application’** is to your funding Spend Plan 2022/23;

**‘Business Day’** is to a day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971;

**‘Conditions’** is to the terms and conditions set out in this letter and the Schedules;

**‘Costs Incurred’** is to the cost of goods and/or services you have received regardless of whether you have paid for them by the date of your claim;

**‘Costs Incurred and Paid’** is to the invoiced cost of goods and/or services you have received and which have been paid for by you in cleared funds by the date of your claim;

**‘Notification Event’** is to any of the events listed in Schedule 2;

**‘Indicative Payment Profile’** is to the indicative payment profile set out in Schedule 3;

**‘Personnel’** is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

**‘Schedule’** is to the schedules attached to this letter; and

**any reference to any legislation** whether domestic or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

#### **4. Use of the Funding**

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the **“Purposes”**)

- (b) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (c) You must not use any part of the Funding for any kind of activity which in our opinion could bring us into disrepute, including but not limited to (1) party political purposes, (2) the promotion of particular secular, religious or political views; (3) gambling, (4) pornography, (5) offering sexual services, or (6) any kind of illegal activities.
- (d) You must not use any part of the Funding for: (1) purchasing capital equipment (other than as specified in the Purposes), (2) your legal fees in relation to this letter, (3) Costs Incurred or Costs Incurred and Paid by you in the delivery of the Purposes prior to the period referred to in Condition 1(b).

## **5. Funding pre-conditions**

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
  - i) this letter signed by you;
  - ii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence and complete the Purposes];
  - iii) any other information, document, opinion or assurance which we consider to be necessary or desirable (if we have notified you accordingly) in connection with this award of Funding or the Purposes or in connection with the entry into and performance of this award of Funding or its validity and enforceability.
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us, and/or request any further or additional information and/or documentation in support of the request for Funding

## **6. How to claim the Funding**

- (a) You may claim the Funding quarterly in arrears based on Costs Incurred and Paid by you in the delivery of the Purposes as detailed in the Indicative Payment Profile
- (b) You must claim the Funding in accordance with the dates set out in the Indicative Payment Profile. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to the Welsh Government Official.
- (d) You must use our claim pro-forma (which is available from the Welsh Government Official) and attach the following information and documentation to each claim specified in the Indicative Payment Profile together with:
  - i) confirmation that you are operating in all respects in accordance with your constitution; and
  - ii) confirmation that you have appropriate financial, risk and control systems in place before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) We will aim to pay all valid claims as soon as possible and typically within 20 Business Days of receipt of a valid claim being made in accordance with the provisions of this letter, and provided always that the Funding pre-conditions set out in Condition 5 above have been satisfied and that on both the date of the claim and the date the Funding is to be paid to you:
  - i) the declarations made in Condition 8 below are true and correct and will be true and correct immediately after the relevant Funding has been paid to you; and
  - ii) no Notification Event is continuing or might result from the proposed Funding.

## **7. Your general obligations to us**

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;

- (b) maintain appropriate procedures for dealing with any conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (c) comply with all applicable domestic or international laws or regulations or official directives;
- (d) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (e) maintain appropriate financial, risk and control systems before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (f) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (g) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
- (h) notify us of any funding received by you from any source which is procured or utilised in conjunction with the Funding to directly support the Purposes including but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes.

## **8. Declarations**

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no limit on your powers will be exceeded as a result of claiming the Funding, or the grant of any security contemplated by the Conditions;

- (c) the entry into and performance by you of, and the transactions contemplated by, this letter do not and will not contravene or conflict with:
  - i) your constitutional documents;
  - ii) any agreement or instrument binding on you or your assets or constitute a default or termination event (however described) under any such agreement or instrument; or
  - iii) any law or regulation or judicial or official order, applicable to you;
- (d) no Notification Event is continuing or might reasonably be expected to result from the provision of the Funding and no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;
- (e) no litigation or arbitration or administrative proceeding is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (f) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (g) any information, in written or electronic format, supplied by you to us in connection with the Funding was, at the time it was supplied or at the date it was stated to be given (as the case may be):
  - i) if it was factual information, complete, true and accurate in all material respects;
  - ii) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;
  - iii) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
  - iv) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded or updated by more recent information supplied by you to us.

- (h) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (i) there are no conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (j) acceptance of this award of Funding will not result in duplicate funding in respect of the activities required to deliver the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any funders.
- (k) You will be deemed to repeat the declarations in this Condition 8 on each date you may have any liability to repay the award of Funding to us, and by reference to the facts and circumstances existing on each such date.

## **9. Notification Events and their consequences**

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either:
  - i) notify you that we, at our absolute discretion, consider the Notification Event is not capable of remedy; or
  - ii) if we consider, at our absolute discretion, that the Notification Event is capable of being remedied, seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
  - i) despite our efforts we have been unable to discuss the Notification Event with you; or
  - ii) we notify you that the Notification Event is not, in our opinion, capable of remedy; or
  - iii) a course of action to address and/or remedy the Notification Event is not agreed with you; or



- iv) a course of action to address and/or remedy the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action) to our satisfaction; or
  - v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may, at our absolute discretion, by notice to you:
- i) withdraw the award of Funding; and/or
  - ii) require you to repay all or part of the Funding; and/or
  - iii) suspend or cease all further payment of Funding; and/or
  - iv) make all further payments of Funding subject to such conditions as we may specify; and/or
  - v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or
  - vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 20 Business Days of the date of our demand.

## **10. Monitoring requirements**

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
- (c) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.

## **11. Audit Requirements**

- (a) You must:
  - i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;

- ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or any UK subsidy enforcement body at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or any UK subsidy enforcement body or any officer, servant or agent of any of the above;
  - iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
  - iv) provide us with an audit certificate in accordance with the requirements set out in Schedule 4
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times

## **12. Third party obligations**

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

## **13. Intellectual property rights and publicity**

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.

- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

#### **14. Information**

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act 2018 (the "DPA") and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
  - i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
  - ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here [Privacy notice: Welsh Government grants | GOV.WALES](#)

#### **15. Buying goods and services**

- (a) If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have (i) achieved best value in the use of public funds, and (ii) complied with your conflict of interest policy at the relevant time.
- (b) We may from time to time request evidence from you to demonstrate your compliance with this Condition 15. Such evidence may take the form of evidence of your:



## 18. Welsh language

- a) The Welsh Government is committed to supporting the Welsh language and culture and The Cymraeg 2050: A million Welsh speakers Welsh language strategy (Cymraeg 2050) provides a vision for the growth and further development of the Welsh language.
- b) Where the Purposes include or relate to the provision of services in Wales, they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. They must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- c) Where the provision of services forms part of the Purposes, you must act in accordance with the Welsh Language (Wales) Measure 2011 and the aims of Cymraeg 2050. In practice, this will include the following:
  - i) Ensure that any written material produced, including digital material, is bilingual.
  - ii) Ensure that any signage is bilingual.
  - iii) Ensure that any training or public events are held bilingually.
  - iv) Actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use the Welsh language) within funded activities.
- d) For general advice on providing services bilingually and for information on which organisations are able to support you, please contact the Welsh language advice service “Helo Blod” on 03000 258888 or e-mail [heloblod@gov.wales](mailto:heloblod@gov.wales) with your query.

## 19. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government’s well-being objectives contained in the Welsh Government’s Programme for Government. You must work in a sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales. Please refer to Schedule 1 for further information.

## 20. Welsh Ministers’ functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in

relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

## 21. General

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter (or as otherwise agreed by us in writing from time to time).
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) The Conditions and any disputes or claim (including any non-contractual disputes or claims) arising out of or in connection with it its formation or its subject matter are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

## 22. How to accept this award of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter.
- (b) We must receive your signed letter 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully



Signed by:

Print name: Karen Tudor

Job title: Head of Finance, Housing Policy

Department: Housing Policy

under authority of the Minister for Climate Change, one of the Welsh Ministers

## **SCHEDULE 1**

### **The Purposes**

#### **1a. Housing Support Grant**

The purpose of the Housing Support Grant (HSG) funding is to provide housing-related support services which prevent homelessness and support people to have the capability, independence, skills and confidence to access and/or maintain a stable and suitable home. This includes delivery of activities related to Rent Smart Wales, including promotional and enforcement activities.

The [HSG Practice Guidance](#) document sets out the governance framework in which local authorities should operate and administer the grant. Local Authorities are expected to comply with the guidance in delivering the grant.

Housing-related support services should;

- Help prevent homelessness.
- Provide early interventions to help people secure a home and stop people becoming homeless, this could include pre-tenancy work.
- Help vulnerable people live independently, support should create independence.
- Prevent problems in the first place or provide help as early as possible in order to reduce demand on other services such as health and social services.
- Complement personal or medical care which people already receive.
- Put those who need support at the heart of the programme by ensuring service users are involved in developing, commissioning, monitoring and evaluating services, and gather evidence on the difference they make to services.
- Ensure quality services are delivered as efficiently and effectively as possible through joint working between organisations that plan and fund services, those which provide services and people who use them. This must include local authority Homelessness operational leads, provider and landlord representatives on local planning and commissioning groups.
- Link or signpost people accessing support to services which will enable them to engage in education, employment and training opportunities, to help maintain longer term independence.



- Fund support based on need, not tenure or age.
- Promote equality and reduce inequalities by ensuring all funding decisions consider the equality impacts on people with protected characteristics.
- Ensure Outcomes data is collected in the prescribed format and use outcomes data to inform commissioning decisions.
- Ensure all providers have appropriate disclaimers in place to enable service user's information to be available for research and evaluation purposes.
- Work with the local authority homelessness department in order to identify support needs, where appropriate, early on to prevent homelessness and help mitigate the impact of welfare reform.
- Ensure that all support providers who receive HSG funding have domestic abuse policies for their staff and service users.
- Ensure that all support providers who receive HSG funding refer individuals they support to Local Authorities Homelessness Teams where someone is homeless or at threat of homelessness, so they can benefit from the support available as a result of the Housing (Wales) Act 2014 and are also recorded within the statistics.
- Work with other relevant Welsh Government programmes. In particular Children and Communities Grant funded services.
- Ensure all services funded are registered on DEWIS Cymru <https://www.dewis.wales/>.
- Services must be provided in such a way as to not treat the Welsh language less favourably than English, in line with the Welsh Language Measure (Wales) 2011 and also in line with Local Authority duties under the Welsh Language Standards.

Any activities funded must be able to demonstrate that they accord with the purpose of the grant as set out in the HSG Practice Guidance.

The funding must not be used to fund Local Authority Commissioning Teams, including commissioning activity or grant administration, contract specific monitoring and evaluation, and any associated IT costs.

However from April 2021 to March 2024 only, Local Authorities can use a small and capped amount of HSG money to fund short term project management and/or strategic planning resource, whose purpose is to support authorities with the planning and delivery of the expected transformation of

housing and homelessness services, including the move to a Rapid Rehousing approach, in order to ensure that the resulting changes will be embedded in to business as usual activity (for example, a Rapid Rehousing project manager). The parameters for this resource are set out in the HSG Supplementary Guidance note issued separately and updated in December 2021.

The resource may only be funded using HSG monies for the period April 2021 - March 2024. If a local authority wishes to continue the resource beyond this period, after March 2024, it will need to be funded from an alternative funding source, such as the authority's RSG/Core budget.

Gateway services can be funded, together with associated IT licence costs, which facilitate access for service users to appropriate service responses. This excludes the delivery of statutory duties under homelessness and social care legislation.

The funding must not be used to fund care services, or to fund domestic assistance services. It must not be used to fund services that are a statutory duty which Social Services are required to fund under community care legislation, or housing management tasks. These should be funded by rents or service charge such as setting, collecting and accounting for rent and service charges, or establishing, issuing and enforcing licence or tenancy agreements, reporting and issuing repairs.

Alarms can be funded, through HSG, where local authorities take the strategic decision to do so. Funding can be used for the provision of alarms and monitoring services where the provision improves the ability of the recipient to maintain their ability to remain in their home.

The provision of housing-related support services can be provided via a grant or through procurement. The stream of funding must be provided in a competitive and sustainable way so the provision demonstrates that best value has been achieved in the use of public funds.

Providing low and medium level support for people experiencing domestic abuse, which needn't be strictly housing related support for example, but not limited to, fitting target hardening equipment. Support provided should aim to prevent the need for future crisis intervention such as refuge or homelessness hostel. It is expected that projects commissioned would provide specific information and data evidencing the benefits to the individual supported of this preventative approach.

### **Management Charges**

If management charges are applied to the Purposes they must not total more than 10% of the total grant awarded. If the management charges do exceed

10%, we will require further explanation and detailed breakdown of these charges.

### **Data Linkage**

All Local Authorities and support providers must use appropriate disclaimers on documents such as Support Plans which ensure that individuals are aware their information may be used to help with planning of services, but also research and statistical purposes. This aim of this is to enable greater data linkage.

You will have a data sharing agreement in place which will enable you to share data between other internal local authority teams and external local authorities and/or Welsh Government or their agents for planning, research and statistical purposes.

You will ensure administrative data is held at an appropriate level by the Authority for the purposes of better data linkage. Where the information is not held by the Authority you must ensure it is being held, and is accessible from the appropriate provider. This must include recording the full address and postcode of a person receiving a service; however the postcode must be recorded in its own data box or column on a spreadsheet. The data of birth must be completed in the format dd/mm/yy and gender must also be recorded accurately. Where use of an address or postcode could disproportionality increase the risk to an individual, for example in the case of Domestic Abuse refuge services, an appropriate alternative should be used.

All Local Authorities are expected to work with data linkage researchers for the purposes of the SAIL data linkage project, and should ensure all data is made available to the project annually.

### **Contract Management**

- All housing related support contracts should be regularly monitored using a risk based approach. Monitoring should happen at least annually.
- All housing related support contracts should be strategically reviewed every 4 years.
- All housing related support providers should be subject to (as a minimum) annual due diligence checks.

### **Co-operation between providers and local authorities**

It is the Welsh Government's intention to ensure that everyone who is entitled to support under Part 2 of Housing (Wales) Act 2014, is given the opportunity to benefit from the services and protections provided by legislation.

Therefore, where support is being provided to someone who is likely to be owed a duty, you must work with providers to ensure that applicants are given the opportunity to make an application to the homelessness service for support.

We do not, however, propose that all support is also deferred to the local authority. Support should be undertaken by the most appropriate agency, with the stipulation that the local authority homelessness service is aware of the activity and the individual has had the opportunity to enter the legislative system via a s.62 assessment if they are homeless or threatened with homelessness within 56 days.

## **1b. Homelessness Prevention Grant transferred projects**

### **Transfer of HPG projects to HSG from 2022-23**

Historically, the Homelessness Prevention Grant (HPG) has been used to support statutory and third sector organisations to deliver front line services to prevent homelessness, such as outreach work, mediation services, bond schemes and a network of advice services.

The establishment of the Housing Support Grant (HSG) in April 2019 - and the strategic focus required in local authorities' deployment of the HSG to meet local needs – prompted a reconsideration of the way the HPG is administered for local and regional projects. As a result, 'main programme' projects currently funded by the HPG will transfer to the HSG from 2022-23 and funding will be ring-fenced for a transitional period.

### **Use of funding**

From 2022-23, local authorities will be responsible for administering ring-fenced funding for, and overseeing and monitoring, 'main programme' projects that operate in their local authority, over a two year transitional period.

You should therefore **award funding to the organisations listed at the end of this section 1b. to deliver the project purpose(s) specified and for at least the amount specified in the main body of this grant award.** Each project is supported by an accompanying Delivery Plan, which includes performance indicators identified by the project provider.

During the two year transition period, project funding will be ring-fenced. This means that for 2022-23, the projects must be funded and delivered in line with the 2022-23 Delivery Plans. Local authorities will work with providers to agree the 2023-24 Delivery Plans (the second year of the transition) in early 2023. The main purpose of this transition period is to allow for local authorities and project providers to work together to ensure that existing projects are considered in the wider context of other services funded through authorities' HSG allocation.

Where local authorities are providing HPG 'ring-fenced' funding and HSG funding for the same project(s), there potentially may be an opportunity to align funding streams before the end of the transitional period. This will

however be subject to mutual agreement between the local authority and the project provider, and agreement by Welsh Government.

At the end of the two transition period, the totality of funding for all 'main programme' projects being transferred will be redistributed to authorities – via the HSG - using the current HSG distribution formula. The impact of this is shown in the main body of this grant award – relating to indicative funding for 2024-25. For more detail see **Section 4** of the supporting guidance note *Transfer of HPG 'main programme' projects to the Housing Support Grant*.

### **Alignment of projects with the HSG criteria**

Welsh Government recognises there will be instances where elements of support provided by the 'main programme' projects do not currently align with the HSG criteria, as set out in the [HSG practice guidance](#).

During the transition period, we expect that local authorities will work with third sector providers to explore options for addressing aspects that do not align with the criteria. See **Section 5** of the supporting guidance note *Transfer of HPG 'main programme' projects to the Housing Support Grant* for further detail.

By the end of the two year transitional funding, we expect that any 'main programme' projects that will continue to be funded using HSG funding will fully comply with the HSG criteria.

### **Monitoring arrangements**

During the transition period, local authorities should comply with the monitoring arrangements for 'main programme' projects set out in **Section 3** of the supporting guidance note *Transfer of HPG 'main programme' projects to the Housing Support Grant*.

**A summary of the 'main programme' project(s) being transferred to your local authority, the organisations responsible for delivering them, and the funding to be awarded, is provided below:**

Project Name	Bays Mediation and Home Support Service
Project Provider	Barnardo's Cymru
Project Funding awarded	£43,000.00
Project Purpose summary	The purpose of this funding is to deliver targeted interventions to assist young people aged 16 and over in Swansea to remain at home or to support individuals to move to independence before the threat of homelessness reaches crisis point.

Project Name	Access Point
Project Provider	Goleudy
Project Funding awarded	£121,846
Project Purpose summary	The purpose of this funding is to prevent homelessness and assist people to access or sustain tenancies before they reach housing crisis. Working closely with Swansea Local Authority, the project offers a drop-in service with access to specialist surgeries offered by external agencies. The purpose of the funding is also to provide advice, guidance, advocacy and support together with activities, coaching/counselling and humanitarian aid.

Project Name	Rough Sleepers Intervention Team
Project Provider	The Wallich
Project Funding awarded	£33,761.69
Project Purpose summary	<p>The purpose of the funding is to provide outreach services to rough sleepers and vulnerably housed people and the provision of solution centre workers as set out within the application for grant funding.</p> <p>The whole project covers Bridgend, Cardiff, Ceredigion, Newport, Torfaen and Swansea. <b>However the funding amount specified above relates to Swansea only.</b></p>

## **SCHEDULE 2**

### **Notification Events**

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required in accordance with any relevant legislation;
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us or any UK subsidy enforcement body or any of its auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity [whilst the Purposes are/were being carried out];
8. we have made an overpayment of Funding to you;
9. there is a duplication of funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme
10. any declaration made in Condition 8 is, or proves to be, incomplete untrue or misleading, incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. an event or circumstance has occurred and is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;

13. a moratorium in respect of all or any of your debts or assets or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
14. you stop or suspend payment of any debts or are unable, or admit in writing your inability, to pay your debts as they fall due;
15. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);
16. you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties).
17. any action, proceedings, procedure or step is taken in relation to you in relation to:
  - (a) the suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or
  - (b) a composition, compromise, assignment or arrangement with any of your creditors; or
  - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets.
18. a statutory demand is issued against you;
19. you cease, or threaten to suspend or cease, to carry on all or a material part of your business;
20. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
21. you fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority);
22. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;



23. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that providing the Funding and/or the continuation of the arrangements contemplated by this letter could bring us into disrepute;
24. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.

**SCHEDULE 3**  
**Indicative Payment Profile**  
**(refer to Conditions 5(b), 6(a) and (b))**

**3a. Housing Support Grant**

<b>Instalment number</b>	<b>Maximum amount of instalment</b>	<b>Period for the claim</b>	<b>Last date for payment</b>	<b>Documents which must accompany claim pro-forma</b>
1	£4,622,308.27	April to June 2022	31 July 2022	Signed Award Letter
2	£4,622,308.27	July to September 2022	31 October 2022	<p>Six monthly update on spend/underspend by 14 October 2022</p> <p>Six month narrative progress report for the period April to September by 14 October 2022.</p> <p>Audited Accounts and Audit Certificate for the previous financial year 2021-22 Schedule 4 by 30 September 2022</p>
3	£4,622,308.27	October to December 2022	31 January 2023	Update on spend (report by exception on any underspend / overspend) by 13 January 2023
4	£4,622,308.29	January to March 2023	30 April 2023	<p>Final outturn expenditure statement by 14 April 2023</p> <p>End of year progress report by 14 April 2023</p>

An Indicative Payment Profile is used when the timing and/or amounts of payment of the Funding vary and/or where distinct evidence or information is required in support of each instalment. All timescales for claiming the Funding must fit within the period set out in Condition 1(b).

### 3b Homelessness Prevention Grant transferred projects

<b>Instalment number</b>	<b>Maximum amount of instalment</b>	<b>Period for the claim</b>	<b>Last date for payment</b>	<b>Documents which must accompany claim pro-forma</b>
1	£49,652.00	April to June 2022	31 July 2022	Claim Form
2	£49,652.00	July to September 2022	31 October 2022	Claim Form  6 Month Progress report for the period April to September 2022
3	£49,652.00	October to December 2022	31 January 2023	Claim Form
4	£49,651.69	January to March 2023	30 April 2023	Claim form  Income & Expenditure report for the period April 2022 to March 2023.  6 Month Progress report for the period October 2022 to March 2023.  Audit Certificate for the financial year 2022-2023 Schedule 4 by 30 September 2023

An Indicative Payment Profile is used when the timing and/or amounts of payment of the Funding vary and/or where distinct evidence or information is required in support of each instalment. All timescales for claiming the Funding must fit within the period set out in Condition 1(b).

**SCHEDULE 4  
Audit Certificate**

Grant reference number:	Name of organisation:		
Project title:			
Project costs:           £			
Approved Grant Allocation:   £		For the Year:           /	
Total Income (e.g. from Partners):   £		Total Amount Paid as Grant:   £	
Total Actual Net Expenditure           £		Claim is hereby made for grant approved under the Welsh Government's HSG Programme on the basis of net expenditure for the year ended 31 March 2023	
(Including all Grant And Match-Funding) (Please add a monetary value for contributions in Kind)			
I certify that:			
<ul style="list-style-type: none"> <li>a. The net expenditure set out above was incurred wholly and solely in financing the project described above to meet the aims and objectives set out in the application for funding;</li> <li>b. No further claim for grant in respect of expenditure in the said financial year on this project will be made against the Welsh Government;</li> <li>c. I undertake to repay any overpayment of grant; and</li> <li>d. To the best of my knowledge and belief the information contained in this form is accurate and, wherever amounts may differ from those shown in grant claim forms previously submitted in respect of the named project, the details shown above should be taken as correct.</li> </ul>			
Signed:		Date:	
Name in capitals:			
Position in organisation:			

To be completed by Organisation's Internal Auditor or Chief Finance Officer:

I certify that I have considered:	
The project's aims and objectives as set out in the application form; and The grant offer.	
I am of the opinion that the entries are fairly stated and that the expenditure has been properly incurred in accordance with the offer of grant.	
I am enclosing / have submitted on ..... (date), 1 copy of the audited accounts clearly identifying grant received.	
Signed:	Date:
Name in capitals:	
Position in organisation:	

**TWO SIGNATORIES ARE REQUIRED**

We declare we are duly authorised to accept the award of Funding Housing Support Grant 2022/23 and the Conditions relating to the Funding.

\_\_\_\_\_ Signature  
An authorised signatory of **Swansea City & County**

\_\_\_\_\_ Name

\_\_\_\_\_ Job Title

\_\_\_\_\_ Date

\_\_\_\_\_ Signature  
An authorised signatory of **Swansea City & County**

\_\_\_\_\_ Name

\_\_\_\_\_ Job Title

\_\_\_\_\_ Date