



NOTTINGHAMSHIRE HOMES FOR UKRAINE SCHEME

HOUSING AND HOMELESSNESS PREVENTION

AGREEMENT BETWEEN

NOTTINGHAMSHIRE COUNTY COUNCIL

AND

GEDLING BOROUGH COUNCIL

COMMUNITIES TEAM – HOMES FOR UKRAINE

NOTTINGHAMSHIRE COUNTY COUNCIL

COUNTY HALL

WEST BRIDGFORD

NOTTINGHAM, NG2 7QP

THIS AGREEMENT is dated

PARTIES

- (1) **NOTTINGHAMSHIRE COUNTY COUNCIL**, whose principal address is at County Hall, West Bridgford, Nottingham, NG2 7QP (**Council**), and
- (2) **GEDLING BOROUGH COUNCIL** whose principal address is at The Civic Centre, Arnot Hill Park, Nottingham Road, Arnold, Nottinghamshire. NG5 6LU (**Organisation**).

BACKGROUND

- (A) The Council has agreed to pay the Grant to the Organisation to assist it in carrying out the Project as set out in more detail in Schedule 1 of this Agreement.
- (B) This Agreement supersedes the previous agreement between the Council and the Organisation dated 7 February 2023.
- (C) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Organisation.
- (D) 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

The following definitions and rules of interpretation apply in this Agreement:

Agreement: this deed.

Applicable Laws: all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.

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: 17 February 2023

Data Protection Legislation: Applicable Laws relating to the processing of Personal Data and privacy, including the UK GDPR, the Data Protection Act 2018 and the guidance and code of practice issued by the Information Commissioner.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Grant: the sums set out in Schedule 1 to be paid to the Organisation in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on the date the Project completes in accordance with this Agreement.

Homes for Ukraine Guest: an individual who has arrived in the United Kingdom under the Homes for Ukraine Scheme and holds the corresponding visa status.

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.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Organisation or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Project: the Nottinghamshire Homes for Ukraine Scheme as described Schedule 1

Project Manager: the individual who has been nominated to represent the Council for the purposes of this Agreement.

Ukrainian Permission Extension Scheme (UPE): the scheme launched by the Government on 04 February 2025 that allows Homes for Ukraine Guests to extend their stay in the UK by 18 months.

- 1.1. A **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.2. A reference to **legislation** or a **legislative provision** is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.3. A reference to **writing** or **written** includes email but not fax.
- 1.4. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

2. PURPOSE OF GRANT

- 2.1 The Organisation shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Organisation shall not make any significant change to the Project without the Council's prior written agreement.
- 2.3 The Project must be in the interest of the Homes for Ukraine Guest and must be:
- (a) free of charge.
 - (b) confidential.
 - (c) non-discriminatory (including being available to all regardless of, nationality or citizenship)

3. PAYMENT OF GRANT

- 3.1 The Council shall pay the Grant to the Organisation in advance in accordance with Schedule 2, subject to the necessary funds being available when payment falls due and the Organisation fulfilling the terms and conditions of this Agreement. The Organisation agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds and the extent to which the Organisation has fulfilled the terms and conditions of this Agreement (for example, satisfactory monitoring).
- 3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 If any amount due under this Agreement is subject to VAT or any other tax, the Council shall not be responsible to pay to the Organisation for that VAT or other tax in addition to the Grant.
- 3.4 The Organisation shall notify the Council as soon as reasonably practicable if any underspend is forecast.
- 3.5 The Organisation shall promptly repay to the Council any money incorrectly paid to it either because 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 Organisation.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Organisation as a contribution towards the delivery of the Project as stated in Schedule 1.
- 4.2 The Organisation shall not use the Grant to:
- (a) pay for capital costs (e.g., spending on assets that will last for many years, such as vehicles, plant, machinery, or equipment); or
 - (b) pay for activities that are for the sole purpose of promoting political or religious views; or
 - (c) repay loans/debts, interest payments or service charge payments for finance leases; or
 - (d) pay for contributions in kind; or
 - (e) pay for depreciation, amortisation, or impairment of fixed assets; or
 - (f) pay for gifts other than promotional items with a value of more than £10 in a year to one person: or
 - (g) pay for entertaining; or
 - (h) pay statutory fines, criminal fines, or penalties.
- 4.3 Should any part of the Grant remain unspent at the end of the Grant Period, the Organisation shall ensure that any unspent monies are returned to the Council.

4.4 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Organisation to deliver the Project must be managed and paid for by the Organisation using the Grant or other resources of the Organisation. There will be no additional funding available from the Council for this purpose.

4.5 The Organisation agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding under this Agreement.

5. ACCOUNTS AND RECORDS

5.1 The Organisation 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 seven years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Organisation'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.

5.2 The Organisation shall comply with the relevant, statutory accounting and annual report requirements.

5.3 If or, as and when requested by the Council, the Organisation shall provide the Council with a copy of its annual accounts in respect of each year in which the Grant is paid.

6. MONITORING AND REPORTING

6.1 The Organisation shall closely monitor the delivery of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Grant will be monitored in accordance with Schedules 1 & 2.

7. FREEDOM OF INFORMATION

7.1 The Organisation acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

7.2 The Organisation shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs.
- (b) transfer to the Council 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 Council with a copy of all information belonging to the Council requested which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

8. DATA PROTECTION

The parties agree and acknowledge that the Organisation shall not be processing any Personal Data for the Council. If the Organisation is processing Personal Data (not being Council controlled Personal Data) in relation to any Project funded by the Grant, the Organisation shall ensure that it complies with its obligations under the Data Protection Legislation, which arise in connection with this Agreement.

9. PROCUREMENT BY THE ORGANISATION

9.1 In so far as the Organisation procures any goods, services, or works from any third party to achieve the Project objectives, then it shall do so in accordance with:

- (a) any reasonable instructions given by the Council.
- (b) the Public Contracts Regulations 2015 and all other laws governing public procurement as if the Organisation was itself a Contracting Authority within the meaning of those laws.

In addition, and without limiting the generality thereof, the Organisation must secure the best value for money and must act in a fair, open and non-discriminatory manner in all purchases of goods and services; and

- (c) its own procurement processes and financial regulations.

10. PUBLICITY

- 10.1 The Organisation shall acknowledge the Grant in its annual report and accounts, including an acknowledgement that the Council was the source of the Grant, in a form reasonably acceptable to the Council.
- 10.2 The Council shall be entitled to promote the Grant relating to the Project in any publicity material or media statement issued by the Council as deemed acceptable to the Council (acting reasonably).
- 10.3 The Organisation shall be entitled to promote the funding of the Project (including the funded service(s)) in any publicity material or media statement issued by the Council. The Organisation shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.
- 10.4 In using the Council's name and logo, the Organisation shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 10.5 The Organisation shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its monitoring, promotional and fundraising activities relating to the Project.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Council and the Organisation agree that all rights, title and interest in or to any information (including data, documents and procedures), Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Organisation before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 11.2 Where the Council has provided the Organisation with any of its Intellectual Property Rights (including its name and logo), the Organisation 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 Council.

12. ANTI-DISCRIMINATION

- 12.1 The Organisation 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, and service delivery (including voluntary roles).
- 12.2 The Organisation shall take all reasonable steps to secure the observance of clause 12.1 by all employees, volunteers or agents of the Organisation and all suppliers and sub-contractors engaged on the Project.

13. HUMAN RIGHTS

- 13.1 The Organisation 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 Organisation were a public body (as defined in the Human Rights Act 1998).
- 13.2 The Organisation shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

14. LIMITATION OF LIABILITY

- 14.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Organisation running the Project, the use of the Grant or from withdrawal of the Grant. The Organisation shall indemnify and hold harmless the Council, 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 Organisation in relation to the Project, the non-fulfilment of obligations of the Organisation under this Agreement or its obligations to third parties.
- 14.2 Subject to clause 14.1, the Council's liability under this Agreement is limited to the payment of the Grant.
- 14.3 If a third party brings a claim against the Council, or notifies the Council of its intention to do so, and that claim may reasonably be considered likely to give rise to a liability under the indemnity given in clause **Error! Reference source not found.** ("Claim") the Council shall:
- (a) as soon as reasonably practicable give written notice of the Claim to the Organisation, specifying the nature of the Claim in reasonable detail;
 - (b) allow the Organisation, at the Organisation's cost, to conduct all negotiations and proceedings in relation to the Claim and to settle or compromise the Claim, provided that the Organisation must not settle or compromise the Claim without the prior written consent of the Council (consent not to be unreasonably conditioned, withheld or delayed);
 - (c) not make any admission of liability, settle or compromise in relation to the Claim without the prior written consent of the Organisation (consent not to be unreasonably conditioned, withheld or delayed); and
 - (d) provide the Organisation with reasonable information, assistance and cooperation in responding to and defending the Claim. This duty includes the Council giving the Organisation and the Organisation's professional advisors reasonable access at reasonable times (on reasonable prior notice) to:
 - (i) its officers, employees, agents and representatives or advisors involved in the Claim; and
 - (ii) any relevant accounts, documents and records within the power or control of the Council,so that the Organisation's professional advisors can examine them and take copies (at the Organisation's expense) for the purposes of assessing the Claim.
- 14.4 The Council shall use all reasonable endeavours to mitigate any loss it may suffer or incur as a result of an event that may give rise to a Claim under an indemnity.

15. INSURANCE

- 15.1 The Organisation shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Organisation, arising out of the Organisation's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss. **NOTE** it is the Organisation's responsibility to take professional advice to ensure that the adequate types and levels of insurance are held.
- 15.2 The Organisation shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

16. DURATION

- 16.1 Except where otherwise specified, the terms of this Agreement shall apply for the Grant Period.
- 16.2 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.

17. TERMINATION

- 17.1 The Council may terminate this Agreement and any Grant payments on giving the Organisation three months' written notice should it be required to do so by financial restraints.
- 17.2 The Council may terminate this Agreement and any Grant payments in accordance with the rights set out in this Agreement.

18. ASSIGNMENT

The Organisation may not, without the prior written consent of the Council, 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 Project, transfer or pay to any other person any part of the Grant.

19. WAIVER

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.

20. 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 emailed, personally delivered, or mailed to the address of the relevant party, or otherwise notified in writing. If personally delivered or e-mailed it 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 e-mailed have had a delivery receipt) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

21. DISPUTE RESOLUTION

- 21.1 In the event of any complaint or dispute (which does not relate to the Council'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 Project Manager or any other individual nominated by the Council.
- 21.2 Should the complaint or dispute remain unresolved within 14 Working Days of the matter first being referred to the Project Manager or other nominated individual, either party may refer the matter to the Group Manager Contracts and Performance who will attempt to resolve the dispute by agreement within 28 Working Days, or other time frame that may be mutually agreed by the Council and the Organisation.
- 21.3 In the absence of agreement under the above clauses the parties may seek to resolve the matter through mediation under the CEDR (Centre for Effective Dispute Resolution) 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

22. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Council and the Organisation, 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.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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.

24. GOVERNING LAW

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.

Schedule 1: The Project

The Council has agreed to pay the Grant to the Organisation to assist it in carrying out the following services / activities in relation to the Project:

Name of the Project	Nottinghamshire Homes for Ukraine Scheme
Grant Amount	£95,000.00
Priority (or priorities) which this INITIATIVE addresses	
<ul style="list-style-type: none">• Prevent relationship breakdown between Sponsor and the Homes for Ukraine Guest and deal with potential homelessness cases• Protecting people from harm and tackling vulnerability• Reducing homelessness• Helping and supporting the Homes for Ukraine Guest having arrived under the Homes for Ukraine Scheme to secure private rented or social housing accommodation• Working with Nottinghamshire County Council and associated housing services to proactively secure follow-on accommodation for the Homes for Ukraine Guests.	
Details of the INITIATIVE	
<p>The Homes for Ukraine scheme was launched on 14 March 2022 by the Secretary of State for Levelling Up, Housing and Communities. The scheme allows individuals resident in the UK to sponsor Homes for Ukraine Guests. The Homes for Ukraine Guest will be able to live and work in the UK for up to 18 months post arrival (changed from 3 years for new arrivals as of 19 February 2024 when the Government announced these changes) and access benefits, healthcare, employment, and other support. The number of people who can access this scheme is not limited and is dependent on the capacity of the sponsors who come forward.</p> <p>On 26 November 2024, the Government announced further details regarding the Ukrainian Permission Extension scheme (UPE). The UPE opened to applications on 04 February 2025 and allows eligible Homes for Ukraine Guests to extend their stay in the UK by 18 months. Homes for Ukraine Guests can apply to the UPE in the last 28 days of their current visa and those under the UPE scheme will be entitled to the same levels of access and support as those under the Homes for Ukraine Scheme. The Government also announced that the HFU scheme will remain open to new arrivals in 2025-26. There have been no announcements on the closure of the scheme or its future past the 18 months granted by the UPE scheme.</p> <p>Partners involved in the Homes for Ukraine Partnership Steering Group (“the Group”) (the Group comprises of County, District and Borough Council representatives, and representatives from key partners such as the DWP and the health sector) are observing an increase in the number of hosting arrangements ending, resulting in the need to identify alternative accommodation arrangements. The Group has identified emerging issues around finding alternate housing, such as lack of suitable re-matching opportunities or issues with accessing private rented sector housing.</p> <p>The end dates for the initial minimum 6-month periods for hosting have now been reached and exceeded by many sponsors. Feedback from hosts suggests that many wish the Homes for Ukraine Guest to move on at the end of this period but feel unable to assist them with the difficulties of obtaining follow-on accommodation. Many Homes for Ukraine Guests have also expressed the desire to move</p>	

into private rented sector housing when they feel ready, which may come before the end of the 6-month period.

The Group has agreed the following principles and actions to be adopted by partners, particularly Housing Authorities, to prevent potential Homes for Ukraine Guest homelessness and proactively assist with Homes for Ukraine Guest efforts to obtain follow-on accommodation. Partners will:

- Prioritise efforts to support existing hosting relationships between sponsors and the Homes for Ukraine Guest to maximise the duration of a positive relationship.
- Focus efforts on growing the cohort of prospective sponsors available to support rematching needs.
- Use effective communications to deliver messages to support partnership efforts. Key actions include developing a communications plan to promote the maintaining of existing sponsor and Homes for Ukraine Guest relationships and developing a growing cohort of prospective sponsors.
- Work with Homes for Ukraine Guest either directly or through services commissioned by Nottinghamshire County Council (as notified to the Organisation by the Council in writing from time to time) to identify and secure follow-on accommodation once the initial 6-month period has come to an end, or prior if the Homes for Ukraine Guest is able and ready
- Utilise the full range of accommodation when relationships break down or come to a natural end including:
 - o Developing closer working relationships with the private rented housing sector to promote the value of accommodating of Homes for Ukraine Guest; and
 - o Exploring the use of commercial accommodation for temporary accommodation where necessary.
- Focus efforts and resource on those cases where the need is of the greatest priority.
- Develop a local set of key tests and suitability criteria for prioritising partnership resource when working to identify alternative accommodation, particularly with rematch requests and follow-on accommodation.
- The Housing Authority will use its own housing support local knowledge, policies, systems, procedures, and expertise to address issues in its area.
- The funding will be used by those authorities to fund rent in advance payments, house deposits, additional staff resource etc. Housing Authorities will hold discretion over allocations of funding and final amounts provided.
- The initial funding allocated will be equivalent to £1,000 per sponsor/host household in the housing authority area, and
- This amount and expenditure will be kept under review as a better understanding of the complexity and volume of demand is better understood.
- As of June 2025, the requirements of the Scheme have shifted towards proactive homeless prevention, requiring all local authorities to work with guests in building independence as soon as possible. This means assisting guests into the private rented sector as soon as they are able, and utilising funding to alleviate barriers to this goal, e.g. deposits, first month's rent.
- The expectation of this funding is to provide this proactive service in tandem with Nottinghamshire County Council and any associated housing services procured by Nottinghamshire County Council.
- The contents of this agreement also apply to any Homes for Ukraine Guest who transitions to the UPE.

Expected outcomes

- Reduction in homelessness of Homes for Ukraine Guest under the Homes for Ukraine Scheme.
- Reduction in vulnerability of Homes for Ukraine Guest under the Homes for Ukraine Scheme.
- An increase in Homes for Ukraine Guest securing alternative follow-on accommodation after the initial 6-month period with their host has ended, or prior if the Homes for Ukraine Guest is able and ready

Schedule 2: Monitoring Requirements & Payment Schedule

Every quarter the Council expects an update from the Organisation to be submitted by 18:00 on the last working day of the quarter.

The update **must include:**

- a summary of activities / outputs / outcomes for the reporting quarter; **and**
- the actual expenditure for the reporting quarter; **and**
- a summary of the overall outcomes for the year (*quarter four report only*).

Invoices **must:**

- be received by the Council's Communities Team - Homes for Ukraine, by the due dates.
- **and**
- include all expenditure for the Project for the reporting period ('Quarter').

Payment will be made in advance.

Please note:

- Payments from the Council cannot exceed the Grant amount set out in Schedule 1.

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

EXECUTED AS A DEED

by affixing the common seal of

NOTTINGHAMSHIRE COUNTY COUNCIL

in the presence of

Authorised signatory:

Name:

Position:

Date:

**The COMMON SEAL of GEDLING
BOROUGH COUNCIL was
hereunto affixed as a deed in the
presence of:-**

..... **Mayor/Deputy Mayor** _____

..... **Monitoring Officer/Chief Executive/Solicitor** _____