



Department for
Energy Security
& Net Zero

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To the S151/S95 Officers / Finance Directors of Billing Authorities in Great Britain

23 February 2023

By email

Dear S151/S95 Officer / Finance Director

**ALTERNATIVE FUEL PAYMENT SCHEME ALTERNATIVE FUND GRANT
DETERMINATION 2023**

I am writing to confirm the grant payment (“the Grant”) for the Alternative Fuel Payment Alternative Fund.

The Grant payments will be made no earlier than 27 February 2023 by the Department for Business, Energy and Industrial Strategy (“the Department”).

The Grant Conditions of the funding are set out below in **Annex A** and a breakdown of the amounts paid to each local authority (“the Authority”) under this Determination are outlined in **Annex B**.

Yours faithfully,

Ben Golding, Director Energy Affordability, Department for Energy Security and Net Zero

Agreed by:

| Name | Position in Organisation | Signature |
|-------------|--------------------------|-----------|
| | | |
| Date signed | | |

CAPITAL grant determination (ring-fenced)

ALTERNATIVE FUEL PAYMENT SCHEME ALTERNATIVE FUND GRANT DETERMINATION 2023

The Secretary of State for The Department for Energy Security and Net Zero (“the Secretary of State”), in exercise of the powers conferred by sections 13 and 15 of the Energy Prices Act 2022, makes the following Determination:

Citation

1. This determination may be cited as the Alternative Fuel Payment Alternative Fund Determination (2023).

Purpose of the Grant

2. The purpose of the Grant is to provide support to local authorities in Great Britain towards expenditure lawfully incurred or to be incurred by them through the powers detailed in sections 13 and 15 of the Energy Price Act to support meeting eligible recipients’ energy costs.

Determination

3. The Secretary of State determines, as set out in Annex B, the Authorities to which Grants are to be paid and the amount of grant to be paid.

Grant conditions

4. Pursuant to sections 13 and 15 of the Energy Price Act 2022, the Secretary of State determines that the Grant will be paid subject to the conditions in Annex B.

HM Treasury consent

5. Before making this Determination in relation to Authorities in Great Britain, the Secretary of State obtained the consent of HM Treasury.

ANNEX A

GRANT CONDITIONS for the ALTERNATIVE FUEL PAYMENT ALTERNATIVE FUND GRANT DETERMINATION 2023

1. In this Annex:
 - a. “the Scheme” means the use by the Authority of the grant amount set out in Annex A to provide support to eligible recipients for meeting costs related to the use of energy over Winter 2022/2023 in accordance with sections 13 and 15 of the Energy Prices Act 2022;
 - b. “the Department” means the Department for Energy Security and Net Zero;
 - c. “the Authority” means any local authority listed in Annex A as defined under section 15 of the Energy Prices Act 2022 and regulation 4 of the Energy Prices (Designated Domestic Energy Price Reduction Schemes for Great Britain and Designated Bodies) Regulations 2022;
 - d. “the Secretary of State” means the Secretary of State for Energy Security and Net Zero;
 - e. “the Grant Period” means the period of time commencing from the delivery of the Grant to the Authority, on a date no earlier than 27 February 2023, and ends with the Support disbursed by the Authority, which will be no later than 30 June 2023.
 - f. “disbursed” means those funds that have been posted in the Authority’s financial system on a date no later than 30 June 2023 and defrayed from the Authority’s bank account no later than 7 July 2023.
 - g. “the Support” means the funds disbursed by the Authority to eligible recipients in accordance with the Guidance.
 - h. “the Scheme Guidance” means the Alternative Fuel Payment : Alternative Fund Guidance for local authorities, which has been shared with local authorities.
 - i. “the Debt Recovery Guidance” the Alternative Fuel Payment : Alternative Fund Debt Recovery Guidance for local authorities, which has been shared with local authorities.
 - j. “the Precedent Assignment Agreement” means a master assignment framework agreement between the Department and the Authority, whereby the Department will take an assignment of all of the Authority’s rights in respect of Support under this Scheme.
 - k. “Salesforce” means the digital central record management system supporting scheme delivery
2. The Grant is only paid to the Authority under the Grant Determination to support eligible expenditure and on the basis that the provision of Grant remains subject to the Secretary of State’s ongoing satisfaction that all grant usage by the Authority complies fully with these Grant Conditions.
3. The Authority must comply with the Scheme Guidance issued by the Department and subsequent guidance or information issued by the department relating to the Grant.
4. The Grant paid to an Authority under this Grant Determination may be used only in accordance with the Grant Determination Conditions and the Scheme Guidance.

Conditions / Funding Requirements

5. The Authority must:
 - a. Complete pre-payment assurance checks for each application that is notified to the Authority by Salesforce in line with the Scheme Guidance to ensure recipients meet the eligibility criteria as set out in the Scheme Guidance.
 - b. Comply with all obligations under all data protection laws, regulations and guidance, such as the Data Protection Act 2018 (DPA) in respect of this information and, to the extent that for the purposes of the Grant any personal data is shared, each party accepts that it will comply with its respective obligations in respect of the processing of such data.
 - c. Fully comply with all mandated record keeping and provision of all data monitoring, assurance and reporting information in accordance with the Scheme Guidance.
 - d. Pursue recovery action in line with the Debt Recovery Guidance on any payment of Support made by the Authority and identified as have been made in error, fraud or non-compliance in line with the Scheme Guidance.
 - e. Sign a Precedent Assignment Agreement between the Department and the Authority and return it to the Department no later than 31 May 2023, which assigns to the Department all causes of action in relation to a payment of Support that is identified as having been issued in error, fraud, or non-compliance. This is required as the Grant will be allocated to Authorities under Sections 13 and 15 of the Energy Prices Act 2022 and it will be the Authority who then administers the Grant as Support to each recipient, meaning any legal cause of action (in contract or otherwise) sits at the level of the Authority to each recipient of Support.
 - f. Use the reporting tools as set out in the Scheme Guidance at least weekly to enable live tracking of disbursement of the Support. For bulk uploads the data for each week must be uploaded by 12 noon on the following Monday, or Tuesday if the Monday is a public holiday.

Eligible expenditure

6. Eligible expenditure means payments made, or committed to, by the Authority or any person acting lawfully on behalf of the Authority, during the Grant Period, under the Scheme.
8. Unless the Secretary of State decides otherwise (for all Authorities or any one Authority), the Authority must determine eligibility in its area for assistance under the Scheme to deliver the Support in accordance with the Scheme Guidance.
9. In accordance with the New Burdens doctrine the government will conduct an assessment of the expected reasonable additional costs associated with the implementation of the policy, (including administration costs, software costs, the completion of post-payment assurance and reporting activity) which will be paid to each Authority.
10. The Scheme Guidance sets out who are eligible recipients for the scheme. Under no circumstances may the Grant be used to cover any expenditure outside of this.
11. The Authority must not deliberately incur liabilities for eligible expenditure before there is an operational need for it to do so.

Financial

12. Payments of the Grant to the Authority are made under section 13 of the Energy Prices Act 2022. The Authority will be responsible for delivering the Support to eligible recipients and for compliance with the Grant Conditions and the Scheme Guidance.
13. Where all or a portion of the Grant remains unspent at the end of the Grant Period following reconciliation by the Department, unspent Grant monies must be repaid to the Department within thirty (30) calendar days from the date on which the request for payment is sent.
14. Where Support is identified as having been issued in error, non-compliance or fraud, steps must be undertaken to report it to the Department in accordance with the Scheme Guidance and recover the amount in line with the published Debt Recovery Guidance.
15. If the Authority has any grounds for suspecting financial irregularity in the use of any Grant paid under this Determination, it must notify the Department immediately through the contact details provided in the Scheme Guidance, explain what steps are being taken to investigate the suspicion and keep the Department informed about the progress of the investigation. For these purposes “financial irregularity” includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than those for which it was provided.
16. The Authority must maintain a sound system of internal governance and financial controls in relation to the Grant and delivery of the Support.

Records to be kept

17. The Authority must:
 - a. Maintain reliable, accessible and up to date accounting records with an adequate audit trail for all expenditure funded by Grant monies under this Determination for a minimum of 7 years from the date of award of the Grant to the Authority.
 - b. Fully comply with any data monitoring requirements and requests, as set out in the Scheme Guidance.
 - c. Information must be stored in accordance with all data protection law, regulations and guidance, such as the DPA and the UK General Data Protection Regulation (as defined in Section 3(10) of the DPA (UK GDPR)) and shared with the Department upon request, at all times in compliance with the UK GDPR and the DPA. The information will be used by the Department for monitoring and evaluation purposes, as well as for prevention and detection of fraud and/or other criminal activities and for suspension and/or recovery of the Grant where necessary. The Department may share information for the purpose of counter fraud activity and debt recovery with other government departments, agencies and/or local authorities.
18. The Authority and any person acting on behalf of the Authority must allow:
 - a. the Comptroller and Auditor General or appointed representatives, or
 - b. the Secretary of State or appointed representatives, free access at all reasonable times to all documents (including computerised documents and data) and other information as are connected to the grant, or to the purposes for which grant was used, subject to the provisions in paragraph 19.

19. The documents, data and information referred to in paragraph 18 include such which the Secretary of State or the Comptroller and Auditor General may reasonably require for the purposes of “spot checking” administrative costs or significant amounts paid under the Scheme or a financial audit of any department or other public body or for carrying out examinations into the economy, efficiency and effectiveness with which any department or other public body has used its resources. The Authority must provide such further explanations as are reasonably required for these purposes.
20. Paragraphs 18 and 19 do not constitute a requirement for the examination, certification or inspection of the accounts of the Authority by the Comptroller and Auditor General under section 6(3) of the National Audit Act 1983. The Secretary of State and Comptroller and Auditor General will seek access in a measured manner to minimise any burden on the Authority and will avoid duplication of effort by seeking and sharing information with local auditors.

Breach of Conditions and Recovery of Grant

21. If the Authority fails to comply with any of these Grant Conditions, the Secretary of State may reduce, suspend or withhold payments of the Grant or require the repayment of the whole or any part of the Grant, as may be determined by the Secretary of State and notified in writing to the Authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the Authority from central government.
22. If any overpayment or underpayment is made in relation to this Grant or any amount is paid in error the Secretary of State may reduce, suspend or withhold payments of the Grant or require the repayment of the whole or any part of the Grant, as may be determined by the Secretary of State and notified in writing to the Authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the Authority from central government.

General

23. The Department may vary the terms of this Scheme or suspend or close the Scheme with immediate effect, without notice and at any time, and require that undisbursed funds are returned to the Department within 30 days.
24. No amendment to the terms of these Grant Conditions will be effective unless and until agreed in writing by the Department.

Annex B: Grant Amounts to Authorities

| Local Authority | Payment £000s |
|---------------------------|---------------|
| Cornwall | 1086 |
| Wiltshire | 708 |
| Dorset | 588 |
| Buckinghamshire | 551 |
| Shropshire | 537 |
| Aberdeenshire | 473 |
| Carmarthenshire | 420 |
| County Durham | 403 |
| East Riding of Yorkshire | 394 |
| Highland | 392 |
| Cheshire West and Chester | 389 |
| Herefordshire, County of | 370 |
| Cheshire East | 366 |
| East Lindsey | 353 |
| Northumberland | 340 |
| South Cambridgeshire | 338 |
| Wychavon | 334 |
| East Suffolk | 329 |
| Central Bedfordshire | 317 |
| Powys | 309 |
| West Northamptonshire | 302 |
| Wealden | 295 |
| Flintshire | 285 |
| North Somerset | 284 |
| South Gloucestershire | 280 |
| West Suffolk | 279 |
| Pembrokeshire | 277 |
| Dumfries and Galloway | 274 |
| Perth and Kinross | 270 |
| Harrogate | 269 |
| Doncaster | 268 |
| South Oxfordshire | 265 |
| Maidstone | 261 |
| Teignbridge | 261 |
| West Lindsey | 259 |
| South Somerset | 258 |
| Stratford-on-Avon | 258 |
| North Northamptonshire | 257 |

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|-------------------------------------|------------|
| Fife | 253 |
| West Berkshire | 251 |
| South Norfolk | 250 |
| Gwynedd | 244 |
| Somerset West and Taunton | 238 |
| North Lincolnshire | 236 |
| King's Lynn and West Norfolk | 236 |
| New Forest | 236 |
| Sedgemoor | 235 |
| South Lanarkshire | 233 |
| Tendring | 232 |
| Horsham | 231 |
| South Holland | 228 |
| Mendip | 225 |
| East Devon | 224 |
| Chichester | 224 |
| Ashford | 223 |
| Moray | 216 |
| Huntingdonshire | 216 |
| North Norfolk | 212 |
| Breckland | 210 |
| Forest of Dean | 209 |
| Chelmsford | 204 |
| South Kesteven | 203 |
| Braintree | 201 |
| South Lakeland | 197 |
| Sevenoaks | 196 |
| Birmingham | 196 |
| Mid Suffolk | 195 |
| Vale of White Horse | 194 |
| East Cambridgeshire | 194 |
| Selby | 192 |
| Stafford | 189 |
| West Oxfordshire | 189 |
| Leeds | 188 |
| Wyre Forest | 187 |
| Uttlesford | 186 |
| Epping Forest | 184 |
| Cherwell | 184 |
| North Kesteven | 184 |
| Scottish Borders | 183 |
| Winchester | 181 |

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|-------------------------------------|------------|
| Broadland | 181 |
| Wyre | 180 |
| Bassetlaw | 180 |
| Fenland | 179 |
| Cotswold | 179 |
| Tewkesbury | 178 |
| Hambleton | 177 |
| South Staffordshire | 176 |
| Peterborough | 174 |
| Swale | 172 |
| South Hams | 170 |
| Wrexham | 170 |
| Basingstoke and Deane | 169 |
| Colchester | 169 |
| Bedford | 168 |
| Newark and Sherwood | 167 |
| Wakefield | 166 |
| Stroud | 166 |
| Bath and North East Somerset | 164 |
| Test Valley | 163 |
| East Hampshire | 163 |
| Vale of Glamorgan | 161 |
| Midlothian | 161 |
| Bradford | 159 |
| Angus | 159 |
| Malvern Hills | 156 |
| Neath Port Talbot | 154 |
| East Hertfordshire | 153 |
| Babergh | 153 |
| Rother | 148 |
| Arun | 147 |
| West Lancashire | 146 |
| Mid Devon | 146 |
| Barnsley | 145 |
| Castle Point | 145 |
| Isle of Anglesey | 141 |
| Wokingham | 140 |
| Canterbury | 140 |
| North Devon | 140 |
| Medway | 139 |
| Great Yarmouth | 137 |
| Windsor and Maidenhead | 136 |

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| Swansea | 136 |
| Allerdale | 136 |
| Runnymede | 135 |
| North Lanarkshire | 134 |
| Lancaster | 132 |
| Scarborough | 132 |
| North Hertfordshire | 131 |
| Telford and Wrekin | 130 |
| Mid Sussex | 129 |
| Denbighshire | 127 |
| Guildford | 126 |
| Monmouthshire | 125 |
| Staffordshire Moorlands | 122 |
| East Lothian | 121 |
| Rhondda Cynon Taf | 121 |
| Westminster | 121 |
| Kirklees | 121 |
| Conwy | 120 |
| South Derbyshire | 119 |
| Tunbridge Wells | 119 |
| Waverley | 119 |
| West Lothian | 118 |
| Harborough | 118 |
| Southwark | 118 |
| North West Leicestershire | 117 |
| Manchester | 117 |
| East Staffordshire | 115 |
| Dover | 114 |
| Bournemouth, Christchurch and Poole | 114 |
| Craven | 113 |
| Isle of Wight | 113 |
| Mole Valley | 112 |
| Carlisle | 112 |
| Rushcliffe | 111 |
| Maldon | 110 |
| North East Derbyshire | 109 |
| Argyll and Bute | 108 |
| Ceredigion | 107 |
| Tandridge | 107 |
| Sheffield | 106 |
| Lewes | 105 |
| Tonbridge and Malling | 105 |

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|-------------------------------|------------|
| York | 104 |
| Liverpool | 103 |
| Bracknell Forest | 103 |
| Tower Hamlets | 101 |
| GLAsgow City | 101 |
| Derbyshire Dales | 100 |
| Eden | 100 |
| West Devon | 99 |
| Lambeth | 98 |
| Hinckley and Bosworth | 98 |
| Ryedale | 97 |
| Rotherham | 97 |
| Solihull | 97 |
| Ribble Valley | 97 |
| East Ayrshire | 97 |
| Boston | 97 |
| Folkestone and Hythe | 97 |
| Cardiff | 96 |
| Milton Keynes | 96 |
| Copeland | 96 |
| Bromsgrove | 95 |
| Bristol, City of | 94 |
| Nottingham | 94 |
| Lichfield | 93 |
| Ealing | 93 |
| Calderdale | 92 |
| Basildon | 91 |
| Caerphilly | 91 |
| South Ayrshire | 90 |
| Stirling | 90 |
| Camden | 90 |
| Wigan | 90 |
| Aberdeen City | 89 |
| Kensington and Chelsea | 89 |
| Fylde | 89 |
| Swindon | 88 |
| Richmondshire | 87 |
| Rutland | 87 |
| Amber Valley | 86 |
| Barnet | 86 |
| Hounslow | 85 |
| Rochford | 85 |

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|------------------------------------|-----------|
| Newport | 83 |
| Brent | 82 |
| Islington | 82 |
| Rugby | 81 |
| Warwick | 81 |
| Croydon | 81 |
| Bridgend | 81 |
| Torridge | 81 |
| Dacorum | 80 |
| Melton | 80 |
| Hackney | 80 |
| Newcastle-under-Lyme | 80 |
| North Warwickshire | 80 |
| Wandsworth | 80 |
| Hillingdon | 79 |
| North Ayrshire | 78 |
| Newham | 78 |
| Walsall | 78 |
| Charnwood | 77 |
| Reigate and Banstead | 77 |
| Darlington | 77 |
| City of Edinburgh | 76 |
| Falkirk | 76 |
| Bromley | 75 |
| Hart | 74 |
| Greenwich | 71 |
| Redcar and Cleveland | 71 |
| Havering | 71 |
| Bolsover | 70 |
| St Albans | 70 |
| Coventry | 70 |
| Plymouth | 69 |
| Stoke-on-Trent | 69 |
| Sunderland | 69 |
| Gravesham | 69 |
| Leicester | 69 |
| Derby | 68 |
| Salford | 68 |
| Kingston upon Hull, City of | 68 |
| Chorley | 67 |
| Bolton | 67 |
| Stockton-on-Tees | 67 |

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|--------------------------------|-----------|
| Enfield | 65 |
| Haringey | 65 |
| Sandwell | 65 |
| Mansfield | 64 |
| Thurrock | 64 |
| Knowsley | 64 |
| Eastleigh | 63 |
| Ashfield | 62 |
| Gedling | 62 |
| Rochdale | 61 |
| Lewisham | 61 |
| High Peak | 61 |
| Hammersmith and Fulham | 61 |
| Sefton | 60 |
| Welwyn Hatfield | 60 |
| Warrington | 59 |
| Preston | 59 |
| Redbridge | 58 |
| Wirral | 58 |
| Stockport | 57 |
| Brighton and Hove | 56 |
| South Ribble | 56 |
| Exeter | 55 |
| Pendle | 55 |
| Oldham | 54 |
| Wolverhampton | 54 |
| Luton | 54 |
| Gateshead | 53 |
| Renfrewshire | 52 |
| Dudley | 52 |
| North East Lincolnshire | 52 |
| Dartford | 52 |
| Torbay | 52 |
| Newcastle upon Tyne | 52 |
| Hertsmere | 51 |
| Waltham Forest | 51 |
| Thanet | 51 |
| Blaby | 50 |
| Reading | 49 |
| St. Helens | 48 |
| Gloucester | 48 |
| Barking and Dagenham | 47 |

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|------------------------------|-----------|
| Blackburn with Darwen | 46 |
| Southampton | 46 |
| Richmond upon Thames | 46 |
| Nuneaton and Bedworth | 46 |
| Cheltenham | 45 |
| Three Rivers | 45 |
| Barrow-in-Furness | 45 |
| Torfaen | 44 |
| Surrey Heath | 44 |
| Norwich | 44 |
| Chesterfield | 44 |
| Tameside | 44 |
| Harrow | 44 |
| Brentwood | 43 |
| Spelthorne | 43 |
| Halton | 42 |
| Oxford | 40 |
| Blackpool | 40 |
| Fareham | 39 |
| Hyndburn | 39 |
| Merton | 39 |
| Slough | 39 |
| Bexley | 39 |
| Ipswich | 37 |
| Merthyr Tydfil | 37 |
| Portsmouth | 36 |
| Bury | 36 |
| Havant | 35 |
| East Renfrewshire | 35 |
| Erewash | 34 |
| Broxbourne | 34 |
| Kingston upon Thames | 34 |
| Sutton | 33 |
| Woking | 33 |
| Middlesbrough | 33 |
| Hartlepool | 33 |
| Blaenau Gwent | 32 |
| Rossendale | 32 |
| Elmbridge | 31 |
| Shetland Islands | 31 |
| Broxtowe | 31 |
| Trafford | 31 |

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| Adur | 31 |
| East Dunbartonshire | 31 |
| Cannock Chase | 30 |
| Burnley | 30 |
| Rushmoor | 30 |
| South Tyneside | 29 |
| Cambridge | 29 |
| North Tyneside | 29 |
| Southend-on-Sea | 28 |
| Lincoln | 25 |
| Harlow | 25 |
| Tamworth | 23 |
| Na h-Eileanan Siar | 23 |
| Crawley | 23 |
| Stevenage | 22 |
| Eastbourne | 22 |
| Clackmannanshire | 22 |
| Worcester | 21 |
| Watford | 20 |
| Dundee City | 20 |
| West Dunbartonshire | 20 |
| Hastings | 19 |
| Inverclyde | 19 |
| Redditch | 19 |
| Gosport | 18 |
| Orkney Islands | 18 |
| Worthing | 13 |
| Epsom and Ewell | 13 |
| Oadby and Wigston | 6 |
| City of London | 5 |