

### <u>Service Agreement - Standard</u>

**South West Family Services** provides child and family support services predominantly across South-West England and sometimes further afield. *Our services are offered in England only and do not extend into other parts of the UK or internationally*. We offer family time/spending time with/contact services, co-parenting services and case management, welfare services and specialist child and family support services.

These standard service terms apply to all families regardless of commissioning agency or funding body. Agreement to our service agreement is a condition of providing services.

#### **Our Core Services**

- 1. **Supervised Family Time** is hourly charged to include arrangements, early arrival, and a short time at the end for a debrief and includes a full written report.

  If there are worries about risk to children, then you would generally use a **supervised** service. The family are always accompanied closely, and the worker is always within sight and sound of the child. Full reports are provided, and the worker will manage the session and give directions around interactions, conversations and activities as appropriate.
- 2. Supported Family Time is hourly charged to include arrangements, early arrival, and a short time at the end for a debrief but no written report.
  Supported services are used when there are no concerns about risk, but the family need some support to spend time together. The family are accompanied, but no reports are provided, and the worker does not manage the session or give directions around interactions, conversations or activities.
- 3. **Handover Services** are charged per handover and do not include a written report. Community based handovers are for supporting children to move between their parents, so parents do not have to meet. We collect a child from one parent and take them to the other in a community location, ensuring parents do not meet.
- 4. **Indirect/Virtual** are charged per 30 minutes and includes a written report. Video calls or phone calls where a child can spend time with a parent, supported and supervised by a family support worker. Sometimes this is completely virtual and with some families the child meets a worker in person to do this while the other parent is present by video call or phone call. Sometimes this is done by letter, gift, cards or video messages and it is not always a 'live' session but can be pre-recorded.
- 5. **Letter or gift exchange** and other alternate methods of contact is when we receive and send-on letters or gifts where it is not appropriate for parents to know each other's locations. All letters/gifts are checked carefully and delivered within 48 hours of receipt as detailed in our service agreement.
- 6. **Welfare check** services are when we visit a child or adult in their home, school, workplace and we provide a written report. These are most often arranged by other professionals or families who reach an agreement to monitor or check the welfare of a child or young person.
- 7. **Independent Child Perspective** (Wishes & Feelings sessions) These are independent sessions with children or young people held at home, in school, a community setting or with us in one of our community hubs. We provide a full written report. These sessions are most often used if parents or professionals are looking for an independent view of a child, young person or adults wishes and feelings or their understanding of a particular situation.





- 8. **Enabling, Advocacy and Escorting** services are charged hourly and include a brief email overview of session but no written report. *These are helpful if a child, adult, or young person need support to attend a meeting or have their voice heard.*
- 9. **Therapeutic Life Story Work** services are charged per session, and we always provide a full quote to be agreed before any worker is undertaken. *This is helpful if a child or young person needs support to explore their wider world, their history, their possible future and takes place over months with a nominated <i>TLSW practitioner.*
- 10.**ICFA from Cafcass** services are commissioned by Cafcass following a court order for families in private family proceedings. Specific referral routes and terms apply in addition to our standard terms laid out in the service agreement.

#### **New Referral/Registration**

- 1. **Initial Registration** For all new clients we charge a registration fee which is payable once all parties documentation is received. We cannot work with clients delivering any of our services without a full registration and fee payment. The fee cannot be waived and is non-refundable. The fee is to review and assess the suitability of our services.
- 2. **Service Arrangements stage** For all new clients we arrange a short meeting to discuss details, make agreements and explain our services. No services can start until this stage has been completed. Usually, it takes a maximum of 30 minutes, is held virtually, and can be done as soon as registration and fee payment has been received from both parents. This meeting can be held with both parents/carers or individually if preferred and can be on the phone, online or inperson.
- 3. **Planned reviews** For all active clients we arrange a review of the service arrangements as required and periodically. After each session we consider any changes and then carry out a more structured review when we seek views from everyone involved and meet to discuss any planned changes. These generally take place every 3-6 months, depending on the frequency of your families' sessions.
- 4. Location, Inside and Outside Our service is based on services operating in the community for most of our families and so long as a court order doesn't specifically say 'must remain inside' or our internal risk assessment doesn't indicate it could not be safely facilitated in the community. This might be parks, cafes, play centres and other activities. Sometimes we ask families to remain inside for initial sessions to get to know you. Some activities are not agreed or are agreed in a specific way. For example, swimming is generally not agreed in supervised family time without specific agreement from both parents. The service manager will always be able to confirm. Any specific plans beyond the immediate area the sessions that take place must be communicated to the office a minimum of 5 days before your session for agreement.

#### **Charges & Timescales**

1. **Charges** are all inclusive of tax, and reports if applicable. Our charges are transparent and are available on our website. Travel costs and additional venue or staff costs are always advised at the point of booking so there are never any surprises. *Concessionary rates may be available – please contact the main office to explain your situation.* We reserve the right to amend our pricing structure and will always give you 10 days notice if this happens.





- 2. Payment must be received at least 3 days in advance of the planned session, or the session will be cancelled. All invoices and payments are sent and received electronically. Please note we do not accept cash. We do not chase for payment, send reminders or let people pay after the session has taken place. If you do not pay on time the session will be cancelled, so it's important you take responsibility of this when working with us.
- 3. Cancelling and Refunds: We understand that sometimes things change and with this in mind we will work with you to rebook sessions which are cancelled at least 3 days in advance. If you are not able to give this notice, then no refund or replacements services will be offered. If the service does not go ahead in other circumstances or for any other reason no refund or replacement services will be offered, however it is for the Director of South West Family Services to determine whether a refund or replacement services can be offered on a case-by-case basis. If parents are late this may incur additional charges which will be advised by the service manager. For example, if a parent is late to a handover which results in a staff member having to wait unreasonably so a safe and appropriate handover can take place a charge will be advised in writing and a invoice issued. Payment of this must be received no less than 3 days before the next booked service or services will be suspended.
- 4. **Report timescales:** We commit to all reports being sent within 3 days, although we usually send them much quicker. Our services are enhanced accredited, and reports can be used within family court proceedings. If a service includes a report, it is detailed above.
- 5. **Other charges** such as providing duplicate reports, printed reports, other records, and travel are charged in addition to our usual services and are always agreed in advance when the invoice is issued electronically.
- 6. Court attendance: Attending court to give evidence or providing statements is not included in any service provided by South West Family Services but a quotation can be provided on request. The party requesting our attendance is responsible for our costs to include travel, accommodation (if applicable) and time charged as detailed in our most current charges available to view on our website. The Director or a Service Manager will provide statements and/or attend court if required, but it is our policy that our family time supervisors or family support workers do not provide statements or attend court. If in exceptional circumstances a family time supervisor or family support worker is required to provide any evidence to the court, it is on the basis that the Director or a Service Manager will attend alongside them without exception and the expenses for will be included within the quote. Parents are further responsible for costs for the Director and/or the member of staff to be represented by counsel at any hearings they are required to attend. A quotation can be provided on request.
- 7. **Court Reports and Statements:** In addition to the above, we can provide summary reports, court statements and letters on specific issues but please note these are always shared with all parties transparently and are not completed unless full payment is received in advance.
- 8. **Important Note:** Charges are subject to change and our most up-to-date charges, notes and terms are available on our website under 'Services and Charges' and 'Service Agreement.'

#### Feedback & Complaints

- 1. **Feedback and Complaints:** We will routinely ask you to provide feedback either verbally or in writing to help us improve our services. We will also do this with children. If you wish to give feedback, you can do this via the links on our website or in conversation with the team.
- 2. Complaints: If you are not happy, we have a robust complaints procedure to deal with





complaints quickly. Our complaints procedure is approved by our accreditation organisation. Stage one is to always speak to the staff member or the main office but if you wish to make a complaint, please request a copy of our complaints procedure by emailing the service manager on the main officer email address.

#### **Safeguarding**

- 1. **Safeguarding:** We may need to share information with a variety of professionals including the Police or Social Services where we identify a risk to a child, young person or vulnerable adult. This will only ever be done in a safe and legal way, sharing information on a 'need to know' basis. Where it would not place the child at further possible risk, we would seek to inform all parties with Parental Responsibility before doing so. Our safeguarding policy and procedural guidelines are available upon request.
- 2. **In Emergency Situations** or if your child is injured or unwell we will seek help and notify all parties as soon as reasonably possible. If we must vacate any premises, we are using your child will always remain with the staff member until the resident parent is able to collect them.

#### Reports, Correspondence, Policies & Your Data

- 1. Some services include brief reports, full reports and other types of correspondence.
  - **Brief Reports** and email updates are short overviews. They include basic details and do not provide full contextual information.
  - **Full Reports**: Full reports are much more detailed and most often used in court proceedings or as part of a wider assessment. They are not a 'word for word' transcript of the session but will include full details intended to provide an overview of sessions.
- 2. **Your Data:** You are entitled to request a copy of any data relating to you in line with our information policy which is available by emailing the main office.
- 3. Information Sharing: Reports and some other types of correspondence are provided to both parents where a case has been self-referred to us. If a case has been referred by a professional, we will usually provide reports to these people. Sometimes a Court order will also provide direction about the distribution of reports and as long as we are in receipt of the order we will assist you in complying with this. Any professional with a legitimate reason for accessing information about you will be issued reports and case details by phone, email, printed format, face to face or any other manner of communication upon request. By entering this service agreement, you give your express consent to information sharing to support all services in working together for families, but we will always tell you when.
- 4. Retention of your data is in line with GDPR, data protection regulations, and our own organisational policies. We will retain all records relating to children until the calculated date of when they reach 25 years of age. Records relating to clients or service users above 18 years of age will be retained for 6 years unless relating to children when the former period applies. All other data will be retained for 6 years and then securely destroyed. Routine communication such as emails and text messages are routinely deleted once they are no longer needed to ensure we are not holding any data which we do not need.







## Clients agree to the following when using our services:

You confirm you will not bring any other person with them to the session unless by agreement with the service manager. You confirm you will always act in the best interests of your children. WE expect all parents to work with us openly and honestly, so that our services can be the most effective for the whole family.

You confirm the parents will always **meet the needs of their children**. This might include completing basic care tasks such as toileting, changing or feeding, offering guidance and boundaries to children, and bringing any items that a child might reasonably need for the session.

You confirm you understand aggression, violence, intimidation or any other inappropriate behaviour that has the potential to cause discomfort is not permitted and may result in the police being contacted and services being terminated. We reserve the right to ask you to leave or reduce or terminate services if it is felt to be in the best interest of the child, the team or you.

You confirm you will arrive and leave at the agreed times. If you are late, we will wait 10 minutes before cancelling the session. If we agree to continue with the session, it will only run until the original scheduled end time. If you are consistently late, we reserve the right to cease offering services.

You confirm you understand the resident parent will leave the immediate area if a child is having family time with a visiting parent. We expect the resident parent to be able to return to the venue within 15 minutes throughout their time with us in case a situation arises which means we need to end the session early.

You confirm that **children** will not be removed from the service in an unplanned way.

You confirm you understand you are expected to maintain confidentiality in relation to our services, your personal situations and the specific arrangements for each session.

You confirm during sessions you will not use **mobile telephones** unless this has been agreed. This applies to parents and children.

You confirm you understand the **no smoking** policy and we expect parents to arrive free from the effects of **drugs or alcohol**. If we believe parents to be under the influence of these substances, we may cancel the session.

You confirm you understand we do not allow **photography** or videography of our family hubs, offices or staff at any time unless with written consent from the Director.

You confirm you will communicate in English if this is possible. If this is not possible we must organise an interpreter for sessions.

You confirm you understand we allow the visiting parent to **photograph and video the child** whilst together so long as the child offers appropriate consent. It is advised that this media is not to be shared with anyone or shared on social media, but we are not responsible for this. If the resident parent does not consent to this, they should seek legal advice or guidance from the court. We reserve the right to change this policy on an individual basis, and this will be advised by the service manager in writing.

You confirm you understand our expectations around you **audio or video recording** our team. If notified in advance, in writing and agreed by the service manager we would not object to this. In some of our family hubs we use CCTV, but this is not available for parents to view.

You confirm you understand parents can usually bring gifts and cards unless it is detailed in a court order. This is dependent on the circumstances, but we do not allow children to take home or pass gifts, letters, belongings, money, or messages (either verbally or written) without the other parent's agreement.

You confirm you understand **pets** are not permitted inside our family hubs although we are very happy to welcome pets along if arranged in advance. We don't allow balloons, toy guns or certain **activities** considering the child's lived experiences.

You confirm you understand you need to ask the service manager if you wish to give our **staff gifts or hospitality**.

You confirm you understand we accept **no responsibility** for your property.





# Clients can expect the following from us when commissioning our services:

The welfare of the child is paramount.

Therefore, **our welfare and safeguarding** processes will always be the primary concern when working with families.

There might be times when services cannot take place if we deem it unable to continue. This principle applies even if there is a court order.

You can expect us to always place **the needs and safety of your child** before any other consideration.

You can expect us to work with relevant professionals, sharing information in line with any agreement we make with you or legal requirement to do so.

If inside, you can expect us to provide activities, and some toys and games for you to enjoy with your child. These will always be clean and in a good state of repair, but we always encourage families to bring familiar activities when appropriate.

We are required to tell you that we are not allowed to physically restrain or remove a child if a situation arises or escalates. Whilst we risk assess and are vigilant to minimise any risk our staff are not allowed and will not attempt to physically restrain a person from leaving the premises with a child. Should this occur, the Police will be contacted immediately.

In the event of concerns related to a child's emotional well-being and/or physical safety, the staff will intervene appropriately. This may mean ending the session early.

You can expect us to provide a safe space, be impartial and respectful, and for us to not contribute to power or control, relating to decision making between parents. Parents with PR are entitled to make decisions for their children when in their care and that includes during family time sessions. Our principle is that unless a court order says something we will support arrangements which we deem appropriate.

If travelling in our staff's vehicles they will have a full driving licence in legal, insured, roadworthy and clean vehicles. We will not allow children to travel without the required car seats or restraints.

You can expect us to write reports and correspondence which are factual and based on our observations or analysis of the services we have provided.

You can expect us to always work within our policy and procedures, which are available on request as detailed in the service agreement.

You can expect us to work within the requirements and guidance of the Local Safeguarding Children Board as well as law, legislation, or best practice. And to provide professional staff who are trained to the minimum requirement at the very least and offer support to meet the needs of your family in line with the service you are receiving.

Health and safety is important to us and we have robust processes in place and want to make sure our clients, children and staff are always safe. Our staff have received first aid training and fire training.

Any significant changes to the service or the way it is delivered will be notified and when required agreed by all parties in advance. Parents are responsible for the safety and supervision of their children whilst using our services but if you or your children need special considerations or planning, please speak with the service manager.

**Final Note:** Our service agreement is updated from time to time. Please refer to the version published on our website for the most up to date terms of service. If you have any feedback, please get in touch. All other policies which provide the framework for our service are available by request - please contact the service manager or the main office.

