South West Family Services Ltd
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<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 intervention.

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 of a debrief includes full written report.
- 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.
- 3. **Handover Services** are charged per handover and do not include a written report.
- 4. Indirect/Virtual are charged per 30 minutes and includes a written report.
- 5. **Letter or gift exchange** and other alternate methods of contact. 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 at our Exeter City Centre family space. 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 feeling 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.

New Referral/Registration

- 1. **Initial referral** For all new clients we charge a referral fee which is payable once all parties documentation is received. We cannot work with clients delivering any of our services without a full referral and referral fee. The referral 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 be commenced until this stage has been completed. Usually it takes a maximum of 30 minutes, is held virtually, and

- can be done as soon as referral and referral payment has been received. This meeting can be held with both parents/carers or individually if preferred.
- 3. **Planned reviews** For all active clients we arrange a review of the service arrangements as required. After each session we consider any changes to better meet the family and communicate these to you with a view of making new agreements as appropriate. We also carry out a more structured review when we seek views from everyone involved and meet to discuss any planned changes. These reviews are generally held after 6 sessions but can be requested at any time.
- 4. Location So long as our risk assessment doesn't indicate it would not be appropriate our services run on the basis that the visiting parent is able to access the local community (parks, cafes, play centres and other activities) during their time with their child unless there is a court order indicating otherwise or our risk assessment deems that unsuitable. This does not change whether a session is supervised or not and we can safely and appropriately supervise a session in the community as well as in our family space or a community venue. The first session, unless agreed otherwise, would always be held inside.

Charges & Timescales

- 1. **Charges** are all inclusive of tax, VAT, and reports if applicable. Our charges are the same regardless of time of day or day of the week. *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 working 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.
- 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.
- 4. **Report timescales:** We commit to all reports being sent within 3 days, although we usually send them much quicker.
- 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 senior case 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 senior case manager will attend alongside them without exception and the expenses for will be included within the quote.
- 7. **Important Note:** Charges are subject to change and our most up-to-date charges, notes and terms as 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 and as 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 your case manager or the main office.

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 the premises 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.
- 2. **Your Data:** You are entitled to request a copy of any data relating to you in line with our information policy.
- 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 we 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.

Clients agree to the following when using our services:

They will not bring any other person with them to the session unless by agreement with the case manager. This applies to both the resident and visiting parent. Other people are only allowed to attend sessions where this has been agreed by the case manager in advance.

Parents should always act in the **best interests of their children** and we expect all parents to work with us **openly and honestly**, so that our services can be the most effective for the whole family.

We expect parents to 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. These items might include food, drinks, toys, games, activities, changes of clothing, suncream and so on.

Aggression, violence, intimidation, or any other behaviour that has the potential to cause discomfort is not permitted and may result on the police being contacted and the service 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 or other families using the centre.

We expect all parties to arrive and leave at the agreed times in line with our family specific agreement which is agreed by all parties before services commence. 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.

We expect resident parents to 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.

We expect you to confirm that **children will not be removed** from the service in an unplanned way. We expect both parents to **maintain confidentiality** in relation to our services, your personal situations and the specific arrangements for each session.

During sessions we ask you not to use **mobile telephones** unless this has been agreed within the family specific agreement.

We have a **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.

We do not allow photography or videography of our centre, offices or staff at any time unless with written consent from the Director.

We ask all **clients to speak English** if this is possible. If this is not possible we must organise an interpreter. This will be a professional service approved by the court. Although it may cause a slight delay to starting work we will support you with this.

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 if in current proceedings. Unless a court order forbids this it is allowed whilst working with us. We reserve the right to change this policy on an individual basis and this will be advised by your case manager in writing.

audio or video record openly their interactions with our staff. This may be by phone or in person. If notified in advance and agreed by the case manager we would not object to this but if you covertly did this you risk us cancelling our services and making the appropriate report. When in our family rooms we use audio and visual recording CCTV and can review this if deemed appropriate.

Clients may sometimes wish to

You can usually bring gifts and cards unless it is detailed in a court order that this is not allowed. 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 parents agreement. We offer an exchange service which you can ask for us to undertake this task.

Pets are not permitted inside, 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.

We expect you to ask your case manager if you wish to give our staff gifts or hospitality. Generally we do not allow this in line with our policies.

We accept **no responsibility** for your property which are brought onto our premises.

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

The welfare of the child is paramount and **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 be fair, impartial, respectful and provide professional staff who are well trained and offer support to meet the needs of your family in line with the service you are receiving.

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 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.

You can expect us to offer a safe, clean, and friendly service.

You can expect us to write reports and correspondence which is 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 legislative guidance.

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 **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.

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 your case 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 case manager or the main office.