

Families Contact Terms and Conditions.

The terms and conditions of the business set out below are between Families Contact (FC) (The Company) and the person(s) who are engaging in the services we provide (The Client) and are accepted by the client on engagement of an application of an applicant introduced by the company.

NOTE FOR SOCIAL WORKERS / SOLICITORS: PLEASE ENSURE THIS DOCUMENT IS READ BY OR EXPLAINED TO FAMILY MEMBERS / YOUR CLIENT PRIOR TO THEIR COMPLETING OF THE REFERRAL FORM AND SIGNING FAMILIES CONNECT 'CLIENT AGREEMENT FORM' FOR SUPERVISED CONTACT.

1. REFERRAL FORM AND SUPPORTING DOCUMENTS

1.1. Supervised contact will only take place on receipt of a satisfactorily completed Referral Form with the Referral Fee of £95 (non-refundable) whereby the referral form will be assessed and a decision made if FC can accommodate the requested requirements. Only when a referral has been accepted can we seek to provide the required service. For the avoidance of doubt Supervised contact will only take place when FC have officially accepted the referral and FC has completed pre-contact meetings with both parents and have a signed Client Agreement form.

1.2. Contact will only take place on receipt of the Court Order(s) and Court paper(s) where applicable or the social workers most current case details if the referral is by Social Services

1.3. Once FC has received a satisfactory completed Referral Form a schedule of contacts will be agreed by FC following the pre-contact meetings. Agreement of this schedule of contacts must be agreed in writing by the referrer 7 days before the first scheduled contact. FC reserves the right to suspend or cancel contacts if appropriate confirmation is not received within the specified time.

2. COURT ORDERS

2.1 As an Independent Limited Company, Families Connect reserves the right to withhold, suspend, or terminate child contact as it sees fit following, where required, consultation with statutory funding agencies.

3. PUNCTUALITY, ATTENDANCE

3.1. To avoid distress / uncertainty for children having contact, parents / carers must arrive on time of the agreed meeting time otherwise the contact session will be cancelled after 15 minutes of the agreed time and the children returned home. If a pattern of delayed or late arrivals is considered likely to be prejudicial to the children's well-being and will result in our suspending and possibly terminating contact.

3.2. Contact parents/family members who have been unavoidably delayed should telephone us and if practical we will arrange for the children to wait.

3.3. Failure to attend for visits on three consecutive occasions will result in contact being suspended. A persistent pattern of poor attendance will result in reducing the frequency of contact or suspending contact. We would ask parents/ family members to let us know as soon as possible if they are unable to attend. A period of 48 hours is required to cancel a contact with no penalty charge. Failure to give 48 hours' notice will mean that the full payment will still be required.

PAYMENTS

3.4. Supervised contact sessions that over run for a period of time up to, equal to or greater than 15 minutes will incur additional charges. These charges will be proportionate to an equivalent cost of the advertised hourly rate for that specified day of the week as per our advertised rates. Subsequent additional charges will be payable with intervals of 15 minutes will be charged at the same rate.

3.5. All Private clients are invoiced and payment will be taken prior to the agreed work commencing. invoices that have not been paid in full and / or has not been completed prior to contact start date will incur an additional admin charge of £50 per invoice regardless of the quantity of invoices per organisation.

Public Law and Local Authority

3.6. Any payment or invoice that has not been cleared and paid in full and / or has not been completed within the specified 7 working days(inclusive) period will incur an additional admin charge of £50 per transaction per invoice regardless of the quantity of invoices per organisation.

3.7. Any payment or invoice that has not been cleared and paid in full and / or has not been completed within the specified 7 working days period will incur further charges as per invoice sent.

4. EMOTIONAL ABUSE

4.1. Emotional abuse may consist of one parent/carer denigrating or threatening the other in the child's presence, interrogating/questioning the child for information about the other parent, undermining the child's day care and upbringing or attempting to inappropriately manipulate the child's views and feelings.

4.2. Emotional abuse will not be permitted and will lead to intervention by the supervisor and possibly the termination of the visit. If a visit is terminated, all further contact will be suspended.

4.3. If contact is suspended or terminated FC will report the concerns and will notify the referring agency.

5. PHYSICAL / SEXUAL ABUSE, NEGLECT AND DOMESTIC VIOLENCE.

5.1. In the event of any behaviour or threats to a child or others likely to involve a breach of the law, or in the event of behaviour seen to have caused fear to a child or visitor, FC will intervene and take whatever action is necessary to safeguard the welfare of the child and others. The police will be called immediately.

5.2. If supervising staff become concerned about a child's welfare and physical safety during contact, the concerns will be communicated by telephone to the referring agency, confirmed in a letter of concern and will be made known to the parent/visitor involved at the time of the incident, unless to do so would place the child at risk.

5.3. If a contact is terminated, all further contact will be suspended subject to a decision about further contact by the referring agency and/or the Court.

6. PHYSICAL SAFETY

6.1. The physical safety and wellbeing of the child is the responsibility of those indicated in the Referral Agreement Form. FC is responsible for meeting its statutory obligations under the Health and Safety legislation.

7. SECURITY AND ABDUCTION

7.1. Whilst every precaution is taken to guard against abduction, FC staff will not attempt to physically restrain a person from leaving the contact with the child. The police will be contacted immediately.

7.2. Where abduction has previously occurred, or is considered a risk. FC reserve the right to notify details to, and lodge Court Orders with, the local police station. FC may also require the passports of those having contact to be lodged with solicitors prior to each contact visit and for 24 hours after the contact.

8. RACIST OR DISCRIMINATORY BEHAVIOUR

8.1. Racist or discriminatory behaviour will not be permitted and FC staff will intervene to protect the welfare of the victim.

8.2 All incidents will be reported to the relevant authority/ Any individual found breaking the law under any such act will be reported.

9. DRUGS AND ALCOHOL

9.1. Drugs (excluding prescribed medicines) and alcohol are not permitted. Anyone known, or suspected to be under the influence of alcohol or to have misused drugs will be refused contact.

9.2. Repeated breaches of this policy will result in contact being suspended pending review and a letter of concern will be sent to the referring agency.

10. MOBILE TELEPHONES

10.1 If an electronic recording of contact was found to be made secretly, all further contact will be suspended, a letter of concern will be sent to the referring agency.

11. FC RECORD KEEPING

11.1. Supervised contacts are recorded by the supervisor on a Supervised Contact Report. The referring agency will receive an e-mailed copy of the report. FC aim to send this within 10 working days of the contact. We do not hold paper copies of the report; any paper documentation is held in a locked filing cabinet within a secure office.

12.1. FC recording of contact has a therapeutic aim; to ensure that issues, concerns and needs affecting children in contact are identified and worked with sensitively and consistently over time to effect positive change and bring about resolution of the contact problem.

13. CONFIDENTIALITY AND ACCESS TO RECORDS

13.1. PUBLIC LAW PROCEEDINGS

13.1.1. In public law proceedings where FC is first and foremost providing child protection, records of contact will be made available to the Local Authority within fourteen days of each contact in order to assist the Local Authority in monitoring the child's welfare and in reviewing the child's care plan.

13.1.2. It is the responsibility of the Local Authority to ensure records of contact disclosed to them are made available to the family members or others attending for contact or to decide to restrict such access.

13.2. PRIVATE LAW PROCEEDINGS

13.2.1. Where a referral is made in the course of private law proceedings, the referral is accepted subject to the condition that FC will disclose its contact records to the relevant parties.

13.2.2. Where a Child Protection concern is noted by FC this will be raised with those whom hold parental responsibility of the child and if necessary shared with Social Services.

14. REPORTING POLICY

14.1. PRIVATE LAW PROCEEDINGS

14.1.1. A referral in private law proceedings (Parent v Parent/Relative) is accepted subject to the condition that FC will provide the reports by secure email to the respective Parent/Relative upon request. FC will not be required to disclose its records or provide written reports for use in court. In such cases, records will only be disclosed if the court decides that there is an overriding need for disclosure in the interest of the child. FC will only work with parents/relatives in agreement to use our service. If parents/relatives are not in agreement, then the case will be placed on hold for a period of 6 weeks and closed if a resolution has not been found within this time.

14.2. PUBLIC LAW PROCEEDINGS

14.2.1. In public law proceedings (Local Authority V Parent/Relative) FC provides its records of contact to the Local Authority as at 13 above. It is the responsibility of the Local Authority in all cases to ensure these records are made available to parties in the proceedings.

14.3. PUBLIC LAW ASSESSMENTS

14.3.1. Where FC has been contracted to undertake an assessment of contact a report to the court will be provided. It is the Local Authorities responsibility to ensure the report is made available to the parents/relatives involved.

15. LIABILITY FOR VISITORS, VEHICLES, AND BELONGINGS

15.1. Families Contact accept no responsibility for motor vehicles or any other property of visitors, which is brought to the contact session it is entirely at the visitor's own risk.

16. REPRESENTATIONS AND COMPLAINTS

16.1. FC wishes to ensure that all those who use our service receive a courteous and professional response and one that is appropriate to their needs regardless of gender, race, language, religion, or disability.

16.2. If you wish to complain about any aspect of service, in first instance your complaint should be made to the worker supervising contact. If the complaint is not dealt with to your satisfaction, then your complaint should be made in writing to the contact-coordinator. If your complaint concerns a member of staff, it should be made in writing to admin@familiescontact.co.uk for the attention of the Contact Coordinator.

By signing this document means that you are in agreement with Families Terms and Conditions.

Please ensure to retain a copy of this document.

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|------------------------|--|
| Professional Full Name | |
| Signature | |
| Date | |

| | |
|------------------|--|
| Parent Full Name | |
| Signature | |
| Date | |