

Support Agreement for Residents Receiving Housing Related Support



July 2008

Support Agreement with Residents receiving housing related support.

1. In April 2003, the “*Supporting People*” programme replaced previous arrangements for funding support services in Supported and Sheltered Housing. Local Authorities, under powers given by section 93 Local Government Act 2000 will pay for support services previously funded from transitional housing benefit and a variety of other grants.
 - 1.1. Prior to this reform most residents who received housing related support did so under the terms of specific support related clauses in their tenancy or licence. The change in the funding arrangements required providers to look at the link between the provision of support and the landlord function in the tenancy agreement. As of April 2003, residents requiring support may have their support need met and paid-for without reference to their housing tenure. Many users of support services are no longer individually charged for receiving this service. Where the landlord is the provider of housing and support, the available funding for that support comes (in the main) direct from the *Supporting People* Administering Authority not the service user. Where the landlord and support functions are undertaken by different organisations, the resident pays the rent/charge for their housing to the landlord and the support-provider is paid directly by the *Supporting People* Administering Authority. The Government’s personalisation agenda may change this in the future if a resident receives an individual budget.
 - 1.2. In some cases service users receiving long term services still pay for their own support. In these circumstances there is a need for a contractual obligation to pay for support be placed on service users in such long term services. This will normally be true even if the user receives a 100% subsidy to meet these costs from the Administering authority.
 - 1.3. Payments from the Administering Authority to the provider take the form of either ‘block subsidy’ or ‘block gross’ payments. Monies are paid to providers under the terms of a contract with the local authority. Block subsidy arrangements cover most residents receiving SP services on a long term basis whilst block gross arrangements cover residents receiving short term services.
 - 1.4. Block Subsidy Contracts in Schemes Offering Long Term Support
 - 1.5. Block subsidy arrangements are the primary means by which Supporting People monies pay for support in long term schemes. The Administering Authority pays a individual subsidy for all ‘eligible service users’ who are unable to pay the *Supporting People* charge. ‘Eligible service users’ includes residents on HB (who will be ‘passported’ into 100% help with paying for support charges) and other residents who are assessed as being eligible for financial help under the ‘*Fairer Charging*’ regime. Residents who are not eligible for

subsidy pay the SP charge direct to the landlord (or their agent) or to a support provider. Payments of SP grant can also be made under block gross arrangements where the SP services are chargeable and the Administering Authority, not the provider, is responsible for collecting charges.

1.6. Block Gross Contracts in Short Term Support Schemes

1.7. Services defined as 'short term services' are not chargeable. In these circumstances, the SP grant is paid under block gross arrangements so providers are paid SP grant gross, in respect of the scheme less an allowance for voids, currently set at 10%.

2. **Tenancy Agreements and Support Contracts**

2.1. The issue of charging residents of long stay supported housing for support services has raised a number of questions about how such charges would be collected from residents. The advice in the then Office of the Deputy Prime Minister now Department of Communities and Local Government's (CLG) financial package suggests that in order to collect charges from residents, particularly in sheltered housing, one way to do this is to retain/include support as a condition of the occupancy agreement.

2.2. An alternative to this approach is to remove the obligation to pay for and receive support from the occupancy agreement and issue residents with separate contracts for support. Payment for support would be legally enforceable through the small claims court. Such contracts can be between the user and either the landlord or any other party that directly provides the support.

2.3. A separate support contract deals with the question of payment for support but not necessarily the housing management issues that arise where residents refuse to participate or no longer require support but wish to remain in their accommodation. If support remains in the occupancy agreement this theoretically allows providers to negotiate with residents on the basis that their stay at a project is conditional on their need for support and agreement to receive it. What happens if the residents' needs change or if they no longer want support if it is not in the occupancy agreement? Does this mean that projects will become silted up with people who do not need support?

2.4. The NHF and Sitra recognise that many providers might wish to work with separate support contracts as there are alternative options in terms of the management of the housing service. For example, changing support needs could be addressed by offering longer term tenants suitable alternative accommodation or supporting shorter stay residents in accessing move-on accommodation. We believe it is good practice that occupancy agreements make clear where continued

stay is dependent on the residents need for and engagement with support.

- 2.5. The NHF and Sitra advocate that a 'Support' clause should be included in occupancy agreements in cases where the provision of support is fundamental to the occupation. We recommend that the test that associations should apply, in deciding whether to use the clause, is "whether the support is so fundamental that, if it were to cease for any reason, the occupancy agreement should likewise be brought to an end."
- 2.6. NHF and Sitra recommend that the following clauses be used in the general terms of occupancy agreements:

Assured Tenancy

This tenancy is granted to facilitate the provision of support for you for which you are obliged to pay. The support services we provide and your obligations are set out in the support contract in schedule x. The support we provide is an essential part of your stay in your home. If you withdraw from support, do not require the support or break your support contract, we will review your support needs and we may take steps to end the tenancy by offering you suitable alternative accommodation.

Assured Shorthold Tenancy

This Tenancy is granted to facilitate the provision of support to you. The support services we provide and your obligations are set out in the support agreement in schedule ?. The support we provide is an essential part of your stay here. If you withdraw from support, do not require the support agreed or require a different level of support we will review your stay and may take steps to end your tenancy by issuing an s21 notice. If we serve you with a notice we will use our best endeavours to assist you in finding alternative accommodation.

Licence Agreements

This licence has been granted so that you can receive support services. The support services we provide and your obligations are set out in the support agreement in schedule ?. The support we provide is an essential part of your stay here. If you withdraw from support or do not require support we will review your stay and may end your licence agreement by serving a notice to quit

- 2.7. The following sections of this paper explore the practical and legal implications of a separate support agreement based on legal advice received in March 2003 from Jan Luba QC of Garden Court Chambers. The paper should be read in conjunction with the NHF briefing Tenure Issues and Supporting People and the NHF model tenancy agreements.
3. **The Support agreements in Temporary Accommodation or for short term support**
 - 3.1. In temporary supported accommodation providing some form of statement to occupants about support standards is regarded as good practice. The service user should have a separate agreement for the

provision of support services with the support provider (even if that is the same body as the landlord). The standards of support services should be set out with the agreement and the recommendation is that these are based on the standards set out in the CLG's Quality Assessment Framework.

- 3.2. The legal advice received from Jan Luba QC confirms that there is no legal difficulty with this format. "The tenancy ... takes effect as a contract between the parties relating to the accommodation in the usual way. There is no "contract" for the provision of support between the consumer and the support provider because the support is being provided pursuant to a contract between the Administering Authority and the provider. The resident and support provider do not contract with each other."
- 3.3. Legal remedies should the occupier no longer require the support
- 3.4. If the occupier in a "short term" project rejects the support or ceased to co-operate with the service but wished to remain in occupation it is relatively easy to move the occupier. Many occupiers will be licensees (outside the security of tenure provisions of the relevant Housing Acts) or will be Assured Shorthold Tenants. In either case, the occupancy can be ended by notice followed by proceedings to recover possession. In those proceedings the landlord does not need a specific reason and the court will be required to grant possession.
- 3.5. As a matter of good practice and current Housing Corporation guidance in the Good Practice Note on Tenure the occupier should:
 - Be informed as a general term of the agreement that if the occupier does not require the support the association may seek or require possession
 - have identified the terms of the support and the rights and responsibilities of the support provider and recipient in a separate support agreement
- 3.6. If the occupier's behaviour in "short term" housing is *disruptive*, the usual remedies for enforcement of the tenancy agreement, possession action or injunctions will apply.

4. RSLs and Agents - Duty of Care

- 4.1. One of the concerns of RSLs working with managing agents was whether any reference to support in the context of the occupancy agreement would leave them with a 'duty of care' to residents in supported housing. The advice received from Jan Luba QC suggests that this is not the case.

" I am quite satisfied, having considered not only the practicalities of the situation but also the draft legal documentation before me, that

there is no question of any such special duty of care arising as a matter of law. As I have already indicated, the contractual situation is that the landlord is not making any commitment to the resident to provide any particular support function or to facilitate the provision of any support. The only reference in the agreement at all, if it is adopted, is the (*the NHF model clause*). In my view that paragraph and that wording does not give rise to any particular responsibility on the RSL for the “care” of its tenants.”

- 4.2. In agency managed schemes, it therefore seems reasonable to conclude that reference to a support clause in the tenancy or licence will not create additional risk for the RSL. The purpose of a reference to support will be to make it clear to service users that the purpose of the occupancy agreement is to facilitate the receipt of support as well as housing and that the occupant cannot remain in the accommodation if they do not require or co-operate with support.

5. The Support Contract and Long Term Accommodation

- 5.1. The Support Contract in long term accommodation is a contract for the provision of services between the Support Provider and the service user. “Payment for the support services would amount to what lawyers call “*consideration*”. In those circumstances, the Support Contract is a contract requiring payment to be made to the support provider and therefore can be enforced by a civil action in the county court for breach of the agreement (e.g. by a small claim to recover any unpaid charges). It will be a breach of the support agreement for the service user not to pay for the services and, in those circumstances; the support services may be withdrawn.
- 5.2. The legal situation in relation to tenure and the link with a support contract in long term housing is different from that of short term accommodation for two reasons. First, in relation to long term accommodation, the tenant enjoys *security of tenure*, i.e. wherever possible, will have the benefit of a full assured tenancy. Second, where the long term resident is also in receipt of support services, those support services may well be provided on a *means tested basis*, so there is a real prospect that the resident may have to pay for them.
- 5.3. Section 5.1 deals with the possible action for non-payment of support charges but the occupants security of tenure means a different approach for non-co-operation with support.
- 5.4. If the occupant ceases to co-operate with the provision of support by a support provider, or simply rejects the support offered, the landlord may have considerable difficulty in requiring them to vacate the property if this is the course of action they prefer to pursue.
- 5.5. The advice from Jan Luba states “That this is so, is simply a recognition of the fact that the tenant has been accorded full security

of tenure in their home and can only be removed by the landlord on statutory grounds.”

5.6. If the tenant is not willing to co-operate with the support provider, the landlord’s room for manoeuvre may be limited. It has been suggested that if the support is so fundamental to the tenancy, Ground 12 (assured tenancies) could be used to bring a possession claim but there have been previous court decisions that raise questions about this assumption.

5.7. Our legal advice suggests that reference to support in the tenancy may not serve as an “obligation of the tenancy” for the purpose of founding a claim for possession for breach of obligation. In a county court decision, *Paddington Churches Housing Association v Boateng [1999] January LEGAL ACTION, 27*, an assured tenancy agreement issued by a housing association included this term:

“The tenant agrees to participate in groups and individual programmes designed to assist with the tenant’s resettlement and to comply with the agents move-on policies and procedures as set out in the preamble to this agreement.”

5.8. In that case, the landlord brought a possession claim under Ground 12 when the tenant refused to co-operate with the support but the Judge dismissed the claim for possession. The clause in the tenancy agreement merely established a personal obligation on the tenant not binding as an “obligation of the tenancy”.

5.9. The advice from Jan Luba QC is that “....the only realistic means by which possession can be recovered from the uncooperative occupier of long term housing is by the provision of other alternative accommodation which is not linked to support. Such accommodation can be offered under Ground 9 (in relation to assured tenants). The RSL in such a case would need to establish that the alternative accommodation was, indeed, suitable for the needs of the tenant and that it was reasonable to have possession.” Reference to support within the tenancy agreement would be helpful as evidence in these cases.

5.10. It has been generally accepted by Associations that the use of Ground 12 on its’ own (Breach of obligation of the tenancy, assured tenancies) in relation to a breach of the support clause would not be successful although this could still be tested in the courts.

5.11. For other tenancy breaches the usual legal remedies would apply.

5.12. Duty of Care

5.13. In long term accommodation the QCs advice in relation to the landlord’s duty of care similarly applies. “The landlord takes no

responsibility by statute or by contract (except where support is sub-contracted) for the provision of support services to the consumer.”

- 5.14. As with short term tenancies or licence agreements, it seems reasonable to conclude that in agency managed schemes, a reference in the tenancy agreement to the aim of the project/accommodation as involving the provision of support does not create any liability for the RSL as landlord in relation to the quality of support provided by a support provider.
- 5.15. Should the provider and the landlord agree that the accommodation was not suitable for the occupier because of the need for support, a reference to support in the agreement would help a case under Ground 9 (the provision of suitable alternative accommodation).

6. Model Support Agreement/Contract

- 6.1. Two model agreements are attached:
- A support contract for use in long term chargeable schemes
 - A non-contractual support agreement for short term services.
- 6.2. The models are intended as a standard template that organisations are free to use and modify if necessary to suit the needs of their projects.
- 6.3. Providers should consider whether or not to link the support agreement to the tenancy agreement. This is an option where the SP services are considered to be an integral part of the accommodation and support package in both short and long term accommodation.
- 6.4. Long term accommodation
- 6.5. The model is intended for use where the obligation to use and pay for support is separate from the tenancy agreement.
- 6.6. Where the service user has an obligation to pay for support it becomes a contract for the provision of services between the support provider and the service user. It is envisaged that enforcement for non-payment will be enforced by a civil action in the county court for breach of the agreement (e.g. by a small claim to recover any unpaid charges). A model procedure for dealing with non-payment is attached at the end of the model agreement.
- 6.7. In long term schemes it has been accepted that associations are unlikely to enforce compliance with the support (under Ground 12) as a term of the tenancy agreement where the tenant has security of tenure. Legal advice suggests that a possession action for non-cooperation with support, even where the support agreement is linked to the tenancy agreement a successful action for possession is unlikely. Landlords may have to consider the provision of suitable alternative

accommodation under Ground 9 if the only remedy for non co-operation was to remove the service user from their accommodation.

6.8. Short term accommodation

- 6.9. In short term accommodation the agreement has a different function. The purpose of the agreement is to set out the respective responsibilities of the support provider and user. It is not a contract but a mutual agreement to facilitate the delivery and use of support services.
- 6.10. The agreement can be referred to in the general terms of the tenancy agreement to make it clear to the resident that the purpose of the project is to provide accommodation and support.
- 6.11. Standards of the support service can be incorporated into the support agreement to provide occupants and staff with information about the level of service.
- 6.12. The clause outlined in 2.6 relating to support would enable the landlord to serve a notice depending on whether the agreement is an Assured Shorthold Tenancy Agreement or Licence. For an assured shorthold agreement, following a review, a section 21 notice requiring possession giving two months notice should be served. If the projects operate with licence agreements, the notice should be a 28 day notice to quit even where the agreement is excluded from the Protection from Eviction Act 1977.

Contents of the Support Contract

- 1. Introduction**
 - 1.1. Details of the parties to the contract- support provider and resident
- 2. The purpose of the agreement**
 - 2.1. This sets out what the parties are trying to achieve
- 3. Payment for support - (deleted in non-chargeable schemes)**
 - 3.1. This sets out details of the charge and how it should be paid and how it will be increased.
- 4. Responsibilities to provide Support**
 - 4.1. What kind of support is provided
 - 4.2. The Support worker or key worker
 - 4.3. Details of the areas where support can be provided
 - 4.4. Standards of support - as set out in quality assessment framework, domiciliary care standards
- 5. Rights**
 - 5.1. Confidentiality
 - 5.2. Rights of access to information
 - 5.3. Right to respect
 - 5.4. Right to protection from harassment and discrimination
 - 5.5. Health and Safety
 - 5.6. Rights to advocacy, representation
 - 5.7. To Complain
- 6. Responsibilities**
 - 6.1. To pay for and receive support
- 7. Moving On**
 - 7.1. Provides an option to assist the occupant to find alternative accommodation.
- 8. Ending the agreement**
 - 8.1. Provides options for the occupant and the support provider to terminate the agreement

Support Contract

1 This support contract is made between:

..... (*Insert name of support provider*)

also referred to in this contract as “the Support Provider” or “we” or “us”

and

..... (*Insert name of individual*)

also referred to as “you” or “the service user”

This contract is made on.....(*insert date*).

2 The purpose of the contract

2.1 This contract sets out:

2.1.1 the support service you can expect to receive from the support provider while you live at (*insert address*);

2.1.2 the charge for the support service,

2.1.3 what the support provider expects from you.

3 Payment of Support Charges

3.1 The support charge payable by you for your support at the date of this contract is

£.....weekly/monthly (*delete as appropriate*)

3.2 It is your responsibility to ensure that this charge is paid even if you are entitled to receive help in paying all or part of it from the Supporting People Administering Authority

3.3 You must pay the charge in advance every Monday 1st of every month (*delete as appropriate*).

3.4 We may increase or decrease the charge by giving you at least one calendar month’s notice in writing. The notice shall specify the new charge and the date it will take effect. The charge will not increase above the level we agree with the *Supporting People Administering Authority* or more frequently than.....

4 Our responsibilities to provide the support service

- 4.1 We will provide you with a Support Worker/Key Worker (*delete as appropriate*) who will be responsible for providing you with support during your stay at the project/for as long as both parties agree that you require the support service we offer. (*delete as appropriate*)
- 4.2 Your Support Worker/Key worker (*delete as appropriate or insert other*) is
- 4.3 The Support Worker can be contacted at
- 4.4 In an emergency out of hours you can contact.....
(*delete as appropriate*)
- 4.5 The Support Worker will work with you to:
 - (a) assess your support needs
 - (b) identify the goals to be achieved (with the provision of that support)
 - (c) agree a plan with you based on what you need to do to meet these goals
 - (d) support you to meet the goals identified in plan by providing the support or by identifying other agencies who can provide support
 - (e) agree regular meetings with you to review and revise your support plan
 - (f) keep records of the meetings and provide you with a copy
(*delete if not appropriate*)
- 4.6 The standards of the support service you can expect to receive are attached as schedule 1 of this contract

5 Your Rights

5.1 Confidentiality

You have the right to have confidential information we may hold about you protected from unauthorised disclosure. We will ensure that personal information about you is confidential to the staff team and their managers who work with you. We will ask your permission in situations where we are asked to share information with third parties except in specific circumstances which are specified in our confidentiality policy. A copy of the policy is available from....

5.2 Right to information

- (a) You have the right to receive information from us about the way we operate the terms of this contract and about any or our policies and procedures relevant to the support service we provide.

- (b) You have the right to access information we have on file about you except in the circumstances specified in our Access to Information Policy. A copy of the policy is available from.....

5.3 Right to Fair Treatment

- (a) You have the right to be treated fairly and without discrimination by us (and our agents) (*delete as appropriate*)
- (b) You have the right not to be harassed or discriminated against in our performance of this contract

5.4 Right to advocacy, representation

You have the right to have an independent advocate or advisor in your dealings with us. At your request we will take reasonable steps to help you to find someone to fulfil that role.

5.5 Right to be Consulted

You have the right to be consulted about the services we provide and about any changes that we propose.

5.6 Right to complain

You have the right to use a complaints procedure by which you can complain about any aspect of our service. Details of the complaints procedure are attached.

- 5.7 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to complain to the *Supporting People* team of the Administering Authority which is

6 Your responsibilities

- 6.1 You must pay the charge for support weekly/monthly (*delete as appropriate*) in advance. (*Delete if Block Gross Contract for short term services*)
- 6.2 You must advise us if your income, your savings or your other financial circumstances change. (*Delete if Block Gross Contract for short term services*)
- 6.3 You must meet with your Support Worker to:
 - (a) agree your support needs
 - (b) identify the goals to be achieved (with the provision of that support)
 - (c) agree a plan based on what you need to do to meet these goals
 - (d) agree regular meetings to review and revise your support plan

7 Using the Support

7.1 You have been offered support on the basis that you have agreed with us that you need the support. If you no longer wish to receive the support you should discuss this with your Support Worker in the first instance. If you and your support worker do not agree on the next course of action you can discuss this with the Support Worker's manager.

8 Moving On

8.1 If you no longer require the support offered and as a result the accommodation you occupy is no longer appropriate for you to occupy, we will provide you with suitable alternative accommodation/support you in finding *(delete where appropriate depending on whether agreement is full assured tenancy or assured shorthold tenancy)* suitable alternative accommodation.

9 Ending the contract

9.1 If you want to end this support contract you must give usweeks notice in writing.

9.2 We may end the support contract with you by giving youweek's/month's notice. The circumstances in which we may give notice include:-

- (a) it is mutually agreed that it is no longer appropriate for you to receive the support
- (b) following a review of the support plan it is agreed that it is no longer appropriate for you to receive support
- (c) you repeatedly refuse to accept the support offered by our staff
- (d) you have failed to pay the support charge.
- (e) the *Supporting People* Administering Authority decides that another organisation should provide this support.
- (f) the *Supporting People* Administering Authority decides that we should no longer provide support.
- (g) your tenancy has been brought to an end by the court
- (h) you serve us/the landlord notice of your intention to end your tenancy

9.3 We reserve the right to terminate this contract immediately if you present a serious risk to our staff because of your threatening or violent behaviour or harassment

Signature of the parties

Signed on behalf of the Support Provider

..... (Name)

..... (Position)

.....Date

Signed by the Service User

.....

.....Date

Payment of Support Charges - Information for Service Users

1. This procedure sets out the action we will take if you do not pay your support charge.
2. Your support worker will advise you about your entitlement to welfare benefits and assist you to claim relevant benefits. If you are in receipt of Housing Benefit you are entitled to full subsidy for the support charge from the *Supporting People* Administering Authority. This would mean you don't have to pay anything out of your own pocket for the support service you receive. Even if you don't qualify for Housing Benefit, you may still qualify for full or partial subsidy of these support costs under the Fairer Charging scheme operated by the *Supporting People* Administering Authority.
3. If you have to pay towards your support we expect you to pay weekly/monthly in advance.
4. Stage 1
If you miss one payment we will contact you in person, by phone or in writing and advise you that you are in arrears. We will ask you to pay off the arrears in instalments if you cannot clear them in one payment. We will confirm the agreement in writing.
5. Stage 2
If we are unable to reach a satisfactory agreement with you or if you do not keep to the agreement we will try to give you a further opportunity to discuss how you can pay the arrears and if necessary we can revise the original agreement.
6. Stage 3
If you don't respond when we try to contact you if you fail to keep to the agreement we will write to you giving you 7 days notice to inform you that unless you keep to your agreement we will contact the County Court regarding avenues to recover the debt. This action could include alternative dispute resolution or mediation but we may instigate a small claims action . We may also terminate your support agreement.
7. If we obtain a Money Judgment against you in the County Court we can ask the court for costs. If you still do not pay this can result in your name being entered on the Register of Civil debts and you may find it difficult to obtain credit in future.
8. If we terminate your support contract your right to continue living in your home may be at risk

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 - 3.1. What kind of support is provided
 - 3.2. The Support worker or key worker
 - 3.3. Details of the areas where support can be provided
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 - 4.3. Right to respect
 - 4.4. Right to protection from harassment and discrimination
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- 6. Moving On**
 - 6.1. Provides an option to assist the occupant to find alternative accommodation.
- 7. Ending the agreement**
 - 7.1. Provides options for the occupant and the support provider to terminate the agreement

Support Agreement

1 This support agreement is made between:

..... (*Insert name of support provider*)

also referred to in this agreement as “the Support Provider” or “we” or “us”

and

..... (*Insert name of individual*)

also referred to as “you” or “the service user”

This agreement is made on.....(insert date).

2 The purpose of the agreement

2.1 This agreement sets out:

- 2.1.1 the support service you can expect to receive from the support provider while you live at (*insert address*);
- 2.1.3 what the support provider expects from you.

3 Our responsibilities to provide the support service

3.1 We will provide you with a Support Worker/Key Worker (*delete as appropriate*) who will be responsible for providing you with support during your stay at the project/for as long as both parties agree that you require the support service we offer. (*delete as appropriate*)

3.2 Your Support Worker/Key worker (*delete as appropriate or insert other*) is

3.3 The Support Worker can be contacted at

3.4 In an emergency out of hours you can contact.....
(*delete as appropriate*)

3.5 The Support Worker will work with you to:

- (g) assess your support needs
- (h) identify the goals to be achieved (with the provision of that support)
- (i) agree a plan with you based on what you need to do to meet these goals

- (j) support you to meet the goals identified in plan by providing the support or by identifying other agencies who can provide support
- (k) agree regular meetings with you to review and revise your support plan
- (l) keep records of the meetings and provide you with a copy (*delete if not appropriate*)

3.6 The standards of the support service you can expect to receive are attached as schedule 1 of this agreement

4 Your Rights

4.1 Confidentiality

You have the right to have confidential information we may hold about you protected from unauthorised disclosure. We will ensure that personal information about you is confidential to the staff team and their managers who work with you. We will ask your permission in situations where we are asked to share information with third parties except in specific circumstances which are specified in our confidentiality policy. A copy of the policy is available from....

4.2 Right to information

- (a) You have the right to receive information from us about the way we operate the terms of this agreement and about any or our policies and procedures relevant to the support service we provide.
- (b) You have the right to access information we have on file about you except in the circumstances specified in our Access to Information Policy. A copy of the policy is available from.....

4.3 Right to Fair Treatment

- (a) You have the right to be treated fairly and without discrimination by us (and our agents) (*delete as appropriate*)
- (b) You have the right not to be harassed or discriminated against in our performance of this agreement

4.4 Right to advocacy, representation

You have the right to have an independent advocate or advisor I your dealings with us. At your request we will take reasonable steps to help you to find someone to fulfil that role.

4.5 Right to be Consulted

You have the right to be consulted about the services we provide and about any changes that we propose.

4.6 Right to complain

You have the right to use a complaints procedure by which you can complain about any aspect of our service. Details of the complaints procedure are attached.

- 4.7 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to complain to the *Supporting People* team of the Administering Authority which is

5 Your responsibilities

- 5.1 You must meet with your Support Worker to:
- (a) agree your support needs
 - (b) identify the goals to be achieved (with the provision of that support)
 - (c) agree a plan based on what you need to do to meet these goals
 - (d) agree regular meetings to review and revise your support plan

6 Using the Support

- 6.1 You have been offered support on the basis that you have agreed with us that you need the support. If you no longer wish to receive the support you should discuss this with your Support Worker in the first instance. If you and your support worker do not agree on the next course of action you can discuss this with the Support Worker's manager.

7 Moving On

- 7.1 If you no longer require the support offered and as a result the accommodation you occupy is no longer appropriate for you to occupy we will support you in finding suitable alternative accommodation.

8 Ending the agreement

- 8.1 If you want to end this support agreement you must give usweeks notice in writing.
- 8.2 We may end the support agreement with you by giving youweek's/month's notice. The circumstances in which we may give notice include:-
- (i) it is mutually agreed that it is no longer appropriate for you to receive the support
 - (j) following a review of the support plan it is agreed that it is no longer appropriate for you to receive support

- (k) you repeatedly refuse to accept the support offered by our staff
- (l) the *Supporting People* Administering Authority decides that another organisation should provide this support.
- (m) the *Supporting People* Administering Authority decides that we should no longer provide support.
- (n) your tenancy has been brought to an end by the court
- (o) you serve us/the landlord notice of your intention to end your tenancy

8.3 We reserve the right to terminate this agreement immediately if you present a serious risk to our staff because of your threatening or violent behaviour or harassment

Signature of the parties

Signed on behalf of the Support Provider

..... (Name)

..... (Position)

.....Date

Signed by the Service User

.....

.....Date