

Calderdale Council

STAYING PUT AGREEMENT



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This Agreement is made between:

1. **THE BOROUGH COUNCIL OF CALDERDALE** of the Town Hall, Crossley Street, Halifax, HX1 1UN (the ‘’Responsible Authority’’)

and

1. (the ‘’Staying Put Provider’’)

(together referred to as the ‘’Parties’)

**BACKGROUND**

1. An assessment has been carried out to inform the timescale for the Young Person to move towards independence and a decision has been made for the Young Person to remain with their former foster carer (the ‘’Staying Put Provider’’) under a Staying Put Arrangement.
2. The purpose of the Agreement is to ensure all Parties are clear on what is expected of them under the Staying Put Arrangement and to identify areas of support that will assist the Young Person to prepare to live independently when they are ready to move on at a later date.
3. **DEFINITIONS**
   1. In this Agreement, the following terms shall have the following meanings:

**Agreement** shall mean these terms and conditions.

**Serious Breach** means a breach relating to health and safety, a criminal offence or any other safeguarding issue.

**Start Date**

**Staying Put** shall have the same meaning as Section 23CZA(2) of the Children Act 1989, inserted by Section 8 of the Children and Families Act 2014.

**Staying Put Arrangement** means the specific arrangement between the Staying Put Provider and the Young Person as detailed in the Staying Put Policy.

**Young Person**

1. **PERIOD OF AGREEMENT**
   1. This Agreement will begin on the date of 18th Birthday (unless exempt due to 18th birthday occurring during the academic year and will commence once the school year has been completed) and shall continue until either:
      1. the Young Person reaches their twenty first birthday;
      2. the Agreement is terminated by any of the Parties to it in accordance with clause 8.
2. **STAYING PUT PROVIDER’S DUTIES**
   1. The Staying Put Provider shall be required under this Agreement:
      1. to provide emotional and practical support as agreed in the Young Person’s Pathway Plan and Appendix 1 which shall include:

* support with access to independent living skills
* support with access to education, training and employment opportunities
  + 1. to grant the Young Person a licence to live at the following address
    2. to provide a single fully furnished room at the Property for rent of per week to be paid for by the Young Person via earnings and/or housing benefit as detailed in section 5 of Appendix 1
    3. to provide the Young Person with a completed and signed rent confirmation letter in the form set out at Appendix 2 if the Young Person wishes to claim housing benefit (or equivalent);
    4. to inform the Responsible Authority as soon as possible if the Young Person ceases to reside at the Property in order to prevent to overpayment of benefits
    5. to provide suitable accommodation for the Young Person at the Property, including heating, hot water, lighting, food, a house key and secure internet connection; and
    6. to ensure than an annual health and safety check is carried out on the Property which shall include a gas and electrical safety check. The cost of the annual health and safety checks shall be borne by the Staying Put Provider.

1. **THE RESPONSIBLE AUTHORITY’S DUTIES**
   1. The Responsible Authority shall be required under this Agreement:
      1. to make the financial contribution to the Staying Put Provider of:

£142.70 per week + housing benefit or equivalent amount paid directly by the young person + 10% of young person’s income (minimum of £6.00 per week)

CMBC Direct Payment: £ 142.70

Housing Benefit £ or

Rent paid by Young Person £

Contribution to Household £

Total £ per week.

* + 1. to ensure that where there are children living at the Property under a foster placement the Young Person is subject to a valid enhanced disclosure check through the Disclosure and Barring Service before the Start Date of this Agreement. The cost for this will be met by the Responsible Authority;
    2. to monitor the Staying Put Arrangement as soon as possible within 28 days of the Start Date and subsequently at least every 26 weeks thereafter with a formal review every 12 months from the start date
    3. to provide advice, assistance and support to the Young Person and the Staying Put Provider to encourage the maintenance of the Staying Put Arrangement.

1. **SAFEGUARDING**
   1. The Staying Put Provider shall ensure that if they have any children living at the address under a foster placement the Staying Put Provider remains an approved foster carer and shall comply with the Fostering Services (England) Regulations and Guidance and any statutory obligations.
2. **INSURANCE AND LIABILITY**

6.1 The Staying Put Provider shall have liability for and shall indemnify the Responsible Authority for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Staying Put Provider of the terms of this Agreement or the Young Person of the Staying Put Arrangement including any negligent or reckless act, omission or default in the performance of the Agreement or the Staying Put Arrangement and shall accordingly maintain in force during the period of the Agreement the following insurance policies (the ‘’Insurance Policies’’):

1. Public Liability Insurance to a minimum value of £5,000,000 (five million pounds) for any one event or series of events;
2. Household Property and Contents Insurance as appropriate;
3. Car Insurance as appropriate.

6.2 The Staying Put Provider shall be responsible for informing their household insurance company and their car insurance company that a Young Person is living with them under a Staying Put Arrangement and shall take any action as is necessary to ensure the Young Person is covered under such policies.

6.3 The Staying Put Provider shall be responsible for informing their mortgage provider or landlord that they have a Young Person living with them under a Staying Put Arrangement.

6.4 In the event of a breach by the Staying Put Provider of this Agreement or any damage or loss to the Property caused by the Young Person the Staying Put Provider’s liability shall not exceed the level of the relevant Insurance Policy listed above.

1. **COMPLAINTS**
   1. If the Staying Put Provider or Young Person needs to make a complaint regarding the Staying Put Arrangement, the Responsible Authority’s standard complaints policy shall be followed which shall be made available to the Staying Put Provider and the Young Person.
2. **TERMINATION**
   1. Any Party may terminate this Agreement upon twenty eight days written notice to the other Party.
   2. The Agreement may also be terminated if the Young Person indicates that they no longer wish to continue with the Staying Put Arrangement or abandons the Staying Put Arrangement provided that the Staying Put Provider has informed the Responsible Authority and an assessment has been made by the Responsible Authority and agreed in writing between the Parties that the Staying Put Arrangement has irretrievably broken down. Abandonment of the placement will be assumed if the young person has been living away from the placement for 14 nights without this being agreed in advance.
   3. In the event of a Serious Breach of the Staying Put Arrangement by the Young Person, the Parties recognise that the Staying Put Provider may terminate this Agreement with immediate effect provided that agreement has been given by the Responsible Authority. In the event of immediate termination in these circumstances, no further payment is to be made by the Responsible Authority to the Staying Put Provider from the date of the termination.
3. **FREEDOM OF INFORMATION**
   1. The Staying Put Provider acknowledges that the Responsible Authority may be required to disclose information pursuant to a request under the Freedom of Information Act 2000 and warrants to comply with an information request under that Act by the Responsible Authority in relation to this Agreement within seven days.

Signatories to the Agreement

Signed on behalf of **THE BOROUGH COUNCIL OF CALDERDALE**

Signature…………………………………………………………………

Name……………………………………………………………………..

Position: …………………………………………………………………

Signed by the Staying Put Provider

Signature…………………………………………………………………

Signature…………………………………………………………………

Date……………………………………………………………………….