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Fostering Service

Foster Home Building Extensions Policy

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Date: September 2022

Next review date: September 2023

**Contents**

|  |  |  |
| --- | --- | --- |
|  |  | PAGE |
| 1 | Introduction and terms of reference | 3 |
| 2 | Purpose of the policy | 3 |
| 3 | Finances | 3 |
| 3.1 | Comparable placement costings with Independent Fostering Agencies | 4 |
| 3.2 | Disabled facilities grant (DFG) | 4 |
| 4 | Legal basis | 5 |
| 5 | Eligibility criteria for inclusion in the scheme | 5 - 6 |
| 6 | Pre-approval process | 6 - 7 |
| 7 | Post approval process | 8 |
| Appendix 1 | Legal agreement template | 9 – 22 |
| Appendix A | Signed building adaptation contract | 23 |
| Appendix 2 | Application form | 24 - 25 |
| Appendix 3 | Supervising social worker report in support of application | 26 - 27 |

1. **Introduction and terms of reference.**

There is an ever-growing number of children from South Gloucestershire who are placed in foster homes. An active Fostering Marketing and Recruitment Team ensure that new carers are approved at the Fostering Panel every year. However, the supply of new foster carers does not meet the demand for placements.

Once a foster carer has been approved and fostered for some time, we know them well and we understand the calibre of the care they offer to children and young people. This policy is written to set out how we might support these experienced carers in offering more space within their home to foster additional children.

This document lays out the criteria and process for foster carers wishing to obtain financial grants from the council to extend and adapt their property. It is also to enable kinship carers, following a positive assessment and period of living together, to look after specific children.

1. **Purpose of the policy**

The intention of this policy is to grow the quantity of fostering placements in South Gloucestershire Council’s Fostering Service through increasing the number of bedrooms available for children and young people needing foster care. This aim sits with the Sufficiency Strategy in creating more foster placements to better match the needs of children and young people. It is particularly relevant in providing foster homes so that brothers and sisters can stay together.

A positive consequence of this policy might also be to aid the retention of foster carers because they feel valued and celebrated, and to increase recruitment of foster carers as they see South Gloucestershire Council as a forward-thinking council to foster for.

1. **Finances**

A grant of £20,000 is available for a fostering building project following careful scrutiny and assessment of need. This could fully or part fund an adaptation to a property such as a converted garage or reconfigured bedroom space to provide an additional bedroom for a child or young person. In exceptional cases, the figure available could exceed £20,000.

Helping to pay for extensions or adaptations to foster homes should be viewed as an investment by the Local Authority. However, it is understood that this is costly to the taxpayer and is likely to enhance the value of the foster home. This would become a tangible personal benefit to the foster carer. It is for this reason that motivation for increased fostering space should be carefully considered by the supervising social worker.

* 1. **Comparable placement costings with Independent Fostering Agencies**

There are currently 290 children in care 145 of these are placed within South Gloucestershire’s Fostering Service. Independent Fostering Agencies are heavily relied upon to make up the short fall of children’s foster placements. It is very difficult to draw cost comparisons between in-house placements and agency placements because the in-house figures do not include staff salaries and equipment. However, a general average payment to an in-house foster carer per child per week is: **£490.18**

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| **Independent Fostering Agency** | |
| Age of child: | Weekly range of cost, lowest to highest depending on individual agency and need of child: |
| 0 – 4 years | £725 - £1,440 |
| 5 – 10 years | £761 - £1,440 |
| 11 – 15 years | £807 - £1,426 |
| 16 – 18 years | £811 - £1,440 |

***NOTE:*** Information obtained from the Fostering Finance Team and the Commissioning Team and correct on 25.08.2022

Providing a financial grant to enable a few foster families to care for an additional child will not increase the staffing or office costs of the in-house fostering team, but the cost to the agency budget would be reduced and a saving made to the Council.

An additional benefit to the Council in having the policy in place is that it will aid the recruitment and retention of foster carers.

* 1. **Disabled facilities grant.**

Disabled Facilities Grant (DFG) funding can be used to meet the needs of a disabled foster child, as assessed by an occupational therapist. This grant would only be available if the child is matched long term with the foster carers and is expected to live in the home throughout their childhood.

The adaptations proposed must be “necessary and appropriate” and “reasonable and practicable” and relate to one or more of the mandatory DFG criteria, as laid down in the Housing Grants, Construction & Regeneration Act 1996.

The work may involve extending the property if the needs cannot be met within the existing footprint of the property. If the work enhances the value of the property, the Council may place a ten-year Local Land Charge of up to £10,000 on the property, giving a discretionary power to recoup some costs if the property is sold within ten years of completion of the work. The reasons for the sale must be considered in deciding whether to exercise this power.

Further information about this scheme can be obtained from the 0 – 25 team occupational therapist and the Council’s private sector housing officer.

1. **Legal basis**

This policy is based in our legal obligation to have sufficient accommodation for fostered children and young people, known as the “Sufficiency Strategy”.

The Children Act 1989 Section22G places a general duty on a local authority to secure sufficient accommodation for looked after children.

Standard 13 of the Fostering Services National Minimum Standards at 13.1) states:

*“The local authority fostering service implements an effective strategy to ensure sufficient foster carers to be responsive to current and predicted future demands on the service. Planning for future demands covers the need for short breaks for disabled children”.*

Schedule 7 of the Children Act 1989, clarified in the Guidance and Regulations volume 4, limits the number of children who may be fostered by a foster carer. The “usual fostering limit” is set at three. This means that no one may foster more than three children unless the foster children are all siblings, or the Local Authority exempts the foster carer from the usual fostering limit in relation to specific children. This policy is not intended to create homes of multiple bedrooms which mean that foster carers could accommodate more than the usual fostering limit of children.

1. **Eligibility criteria for inclusion in the scheme**

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| --- |
| Foster carers must own their own home and provide evidence of this. |
| All friends and family carers can be considered for the scheme if they are offering a home to brothers and sisters, and they do not currently have the space to do this. |
| Mainstream foster carers must have been fostering for at least three years and have evidence of good practice through their annual review and PDP record. |
| Mainstream foster carers must be willing to accommodate an additional child or young person as a result of having the building grant. |
| Foster carers must have the support of their supervising social worker and team manager to make an application. |
| Foster carers must be willing to continue to foster for five years after the adaptation or extension is finished. If they choose to stop fostering before this time, they will be expected to return some of the funding to the Local Authority on a sliding scale. This reduces by 20% every year. The repayment schedule would be 100% after one year receiving the grant, 80% after two years falling to 60% after three years, 40% after four years and 20% in the fifth year.  If the foster carer has a change of circumstances and cannot foster the five years or if there is an allegation against that foster carer which means they are no longer allowed to foster, a reasonable agreement will be reached between the foster carer and the Local Authority to reclaim a proportion of the money. This will be decided on a case-by-case basis, it may include a full repayment of the money. |
| Foster carers must be willing to sign a legal agreement with regards to these financial arrangements. (Please see Appendix 1) |
| Grants of £20,000 are available and foster carers may add their own money to the project in order to achieve their desired outcome. |

It should be noted that there is no automatic right to benefit from the scheme even if the eligibility criteria are met. Availability of the funds from the council’s budget will be a key factor in deciding whether an application is successful along with the business need for additional foster bedrooms in the foster carers’ locality.

This policy is not applicable to those who rent their homes. This is not due to a discriminatory attitude to rental families, but rather that there is no long-term security of tenure in the property, - the foster carer may intend to look after the children long term but is thwarted in that ambition by a landlord who may wish to sell the property. In addition, the benefit of increased property value would go to the landlord.

1. **Pre-approval process**

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|  | **Action** | **Tick if completed** |
|  | Following a discussion with their supervising social worker confirming that they meet the eligibility criteria, a foster carer completes the application form. (Please see Appendix 2) |  |
|  | The supervising social worker acts as a “sponsor” for the application and completes a statement of support. As part of this they find out the views of all the children who live in the foster home, including the foster carers’ own birth children. The statement of support will also include comments about the foster carers practice, information from their annual reviews and PDP’s. |  |
|  | The form is passed to the team manager for an initial view of the application. |  |
|  | If the view is that this application should not proceed at this time, the team manager will put their decision in writing to the foster carer. |  |
|  | If the view is positive, the team manager will ask a second supervising social worker to visit the foster home and talk about the plan. Close working relationships develop between foster carers and their allocated supervising social workers and so the visit from a non-allocated supervising social worker is to obtain a second view on the motivation of the foster carer. This is to be confident that there is a transparency about the process and application. |  |
|  | If the extension is to affect children and young people who currently live in the home, there should be written backing for the application from all the children’s social workers or team managers and IRO’s. |  |
|  | These reports and the original application are passed to the team manager and if the view is that this is a positive application, the foster carer is asked to collect three building quotes for the work to be undertaken. |  |
|  | Property services are asked by the team manager to visit the site to check that this is a feasible proposal.  **Note**: Property Services do not have a role in selecting contractors or project managing this work in any way. |  |
|  | Once all this paperwork is collated, and Property Services have agreed that the proposal is feasible, the team manager writes a recommendation for the project, including how the extension fits in with the Sufficiency Strategy and information about the financial benefit to the Local Authority for the additional fostering space which will be created. |  |
|  | The full application and the three quotes are then reviewed by the Service Manager for a recommendation from the Head of Service. |  |
|  | The Head of Service makes a decision about whether the Council will agree to fund the project. The decision is recorded on the carers’ Mosaic record. |  |
|  | We want to avoid disappointing foster carers and children, if the application looks like it will not be successful, the team manager will tell them as soon as possible in writing. If their application is refused, they can appeal to the Director of Children’s Services for a review of the decision. |  |

1. **Post approval process**

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|  | **Action** | **Tick if completed** |
|  | Once the approval has been granted, the supervising social worker contacts the Legal Department. |  |
|  | The Legal Department draws up the agreement between South Gloucestershire council and the foster carers. (Please see Appendix 1) |  |
|  | If planning permission is required, it is the foster carers’ role to obtain this. |  |
|  | The foster carers will be responsible for commissioning and monitoring the building work as it is underway to ensure the building contractor completes the work to the foster carers’ satisfaction. |  |
|  | The foster carers will be responsible for decorating and furnishing the extension or adaptation to their property. |  |
|  | Property Services visit the site at the end of the project to check the work has been completed. They will contact the supervising social worker to confirm that the money can be released. |  |

**Appendix 1**

**Dated [DATE]**

**FUNDING AGREEMENT**

between

**SOUTH GLOUCESTERSHIRE COUNCIL**

and

**[NAME]**

**Contents**

**Clause**

1. Definitions 1

2. Purpose of Funding 2

3. Payment of Funding 3

4. Use of Funding 3

5. Accounts and records 4

6. Monitoring and reporting 5

7. Confidentiality 5

8. Freedom of information 6

9. Data protection 7

10. Withholding, suspending and repayment of Grant 7

11. Human rights 8

12. Limitation of liability 8

13. Warranties 8

14. Insurance 9

15. Duration 9

16. Termination 10

17. Assignment 10

18. Waiver 10

19. Notices 10

20. Dispute resolution 10

21. No partnership or agency 11

22. Joint and several liability 11

23 Contracts (Rights of Third Parties) Act 1999 11

24. Governing law 11

25. Entire Agreement 11

**Schedule**

Schedule 1 The Project 12

Schedule 2 Payment Schedule 13

Schedule 3 Breakdown of funding 14

SCHDULE 4 REPAYMENT OF FUNDING ………………………………………15

THIS AGREEMENT is dated

**Parties**

South Gloucestershire Council, whose principal address is at Chief Executive and Corporate Resources, PO Box 1953, Bristol, BS37 0DB (**Funder**).

[NAME] whose principal address is at [ADDRESS] (**Recipient**).

**Background**

The Funder has agreed to pay the Funding to the Recipient to assist it in carrying out the Project.

This Agreement sets out the terms and conditions on which the Funding is made by the Funder to the Recipient.

These terms and conditions are intended to ensure that the Funding is used for the purpose for which it is awarded.

**Agreed terms**

**Definitions**

In this Agreement the following terms shall have the following meanings:

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:** [START DATE].

**Data Protection Legislation**: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

**Foster Home**: means [ADDRESS]

**Funding:** the sum of up to [£AMOUNT] to be paid to the Recipient in accordance with this Agreement.

**Funding Period:** the period for which the Funding is awarded starting on the Commencement Date and ending before [DATE].

**GDPR**: General Data Protection Regulation ((EU) 2016/679).

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Personal Data**: shall have the same meaning as set out in the Data Protection Legislation.

**Prohibited Act:**

offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:

doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or

showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;

entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;

committing any offence:

under the Bribery Act;

under legislation creating offences in respect of fraudulent acts; or

at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or

defrauding or attempting to defraud or conspiring to defraud the Funder.

**Project:** the project described in Schedule 1.

**Project Manager:** the individual who has been nominated to represent the Funder for the purposes of this Agreement.

**Purpose of Funding**

The Recipient shall use the Funding only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Funder.

The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.

Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

**Payment of Funding**

Subject to clause 10, the Funder shall pay the Funding to the Recipient upon completion of the Project.

The amount of the Funding shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

The Funding shall be paid into a bank account in the name of the Recipient which must be an ordinary bank account.

The Recipient shall not transfer any part of the Funding into bank accounts which are not ordinary accounts within the clearing bank system, without the prior written consent of the Funder.

The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Funding monies have been paid in error before all conditions attaching to the Funding have been complied with by the Recipient.

**Use of Funding**

The Recipient shall not use the Funding to:

purchase buildings or land; or

pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

The Recipient shall not spend any part of the Funding on the delivery of the Project after the Funding Period.

**Accounts and records**

The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funding received by it.

The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funding for a period of at least six years following receipt of any Funding monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Funding and shall have the right to take copies of such accounts and records.

The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

**Monitoring, reporting and inspections**

The Recipient shall allow the Funder to carry out any inspections it believes are appropriate and allow it to review any quotes that have been obtained by the Recipient.

The Funder shall closely monitor the delivery and success of the Project throughout the Funding Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Funding has been used properly in accordance with this Agreement.

The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

The Recipient shall provide the Funder with a final report on completion of the Funding Period which shall confirm whether the Project has been successfully and properly completed.

**Confidentiality**

Subject to clause 8 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any business, technical or commercial information which:

at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

**Freedom of information**

The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

The Recipient shall:

provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;

transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;

provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and

not respond directly to a request for information unless authorised in writing to do so by the Funder.

The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

**Data protection**

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

**Withholding, suspending and repayment of Funding**

The Funder's intention is that the Funding will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Funding and/or require repayment of all or part of the Funding if:

the Recipient uses the Funding for purposes other than those for which they have been awarded;

the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;

the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

the Recipient obtains duplicate funding from a third party for the Project;

the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

the Recipient provides the Funder with any materially misleading or inaccurate information;

the Recipient commits or committed a Prohibited Act;

the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

Should the Recipient cease to provide fostering services that qualify for the purpose of the Project within 5 years from the date of this Agreement then repayment will be required as set out in Schedule 2;

Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Funding monies.

**Human rights**

The Recipient shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

**Limitation of liability**

The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Funding or from withdrawal of the Funding. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

Subject to clause 12.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

**Warranties**

The Recipient warrants, undertakes and agrees that:

it has all necessary resources to deliver the Project (assuming due receipt of the Funding);

it has not committed, nor shall it commit, any Prohibited Act;

it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;

it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Funding;

it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and

since the date of its last accounts there has been no material change in its financial position or prospects.

**Insurance**

The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

**Duration**

Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Funding Period or for so long as any Funding monies remain unspent by the Recipient, whichever is longer.

Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**Termination**

The Funder may terminate this Agreement and any Funding payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

**Assignment**

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Funding.

**Waiver**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**Notices**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

**Dispute resolution**

In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder and the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

In the absence of agreement under clause 20.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

**No partnership or agency**

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

**Joint and several liability**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

**Contracts (Rights of Third Parties) Act 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**Governing law**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**Entire agreement**

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Funding and supersedes any previous agreement or understanding between them in relation to such subject matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**The Project**

Adaptation of the Foster Home to provide [ADD DETAIL OF BUILDING WORK] for the benefit of the family and to enable the Recipient to fulfil their fostering responsibilities as set out in the contract between the Recipient and CLT attached to this Agreement at Appendix A

**Repayment of Funding**

|  |  |
| --- | --- |
| **Cessation of fostering services from the date of this Agreement** | **Repayment** |
| 1 year | 100% |
| 2 years | 80% |
| 3 years | 60% |
| 4 years | 40% |
| 5 years | 20% |

EXECUTED as a DEED

By affixing of the COMMON SEAL of

SOUTH GLOUCESTERSHIRE COUNCIL

In the presence of:

Authorised Signatory

EXECUTED as a DEED

By [NAME]

Signature of Recipient

Witnessed by:

Signature of Witness

EXECUTED as a DEED

By [NAME]

Signature of Recipient

Witnessed by:

Signature of Witness

Head of Service comments and decision:

**Appendix A**

**Signed [BUILDING ADAPTATION] Contract**

**Appendix 2**

**Application Form for Foster Carers to Receive Grant towards Building Works**

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| Phone number: |  |
| Email address: |  |
| Date of approval as foster carers: |  |
| Terms of approval: |  |
| Date of last annual review: |  |
| Name of supervising social worker: |  |
| Names of children currently placed with you: |  |
| Name of children’s social worker: |  |
| Names and ages of any birth children living with you: |  |

*The boxes below will expand to take more text. Please answer these questions fully.*

|  |
| --- |
| What do you enjoy about fostering? |
|  |
| Where are your strengths in fostering? |
|  |
| What areas of looking after children and young people have been more of a challenge for you? |
|  |
| Why do you want to apply for a grant to make adaptations to your home? |
|  |
| What adaptations do you plan to make to your home? |
|  |
| Do you understand that you will be expected to care for additional children or young people once the work is completed? |
|  |

**Statement:**

I wish to apply for a grant to increase the capacity of my home so that I can foster additional children.

Name:

Signature:

Name:

Signature:

Date:

*Please pass this completed form to your supervising social worker.*

**Appendix 3**

**Supervising Social Worker Supporting Statement for Extension to Foster Carer Home.**

|  |  |
| --- | --- |
| Name of foster carers: |  |
| Address of foster carers: |  |
| Name of supervising social worker: |  |

|  |
| --- |
| What are the views of each of the children living in the home about the proposal to accommodate an additional child or young person? |
|  |
| What are the views of the children’s social worker(s) |
|  |
| What are the views of the children’s IRO(s)? |
|  |
| What are the strengths of these foster carers? |
|  |
| What have been the outcomes for children they have fostered? |
|  |
| Do the foster carers work well with all the professionals responsible for supporting them and the children they foster? |
|  |
| Do you agree with the building project proposal? Y/N? |
| Signature: |
| Date: |

*Please ensure you attach the building quotes, the latest annual review and PDP for the foster carers.*

|  |
| --- |
| **Team manager recommendation:** |
|  |
| Name: |
| Signature: |
| Date: |
| **Service manager recommendation:** |
|  |
| Name: |
| Signature: |
| Date: |

Please pass this application form to the Head of Service for their comments/decision below.