**VOLUNTARY AGREEMENT BETWEEN**

**[ENTER NAME OF PERSON(S) WITH PARENTAL RESPONSIBILITY]**

**And**

**HEREFORDSHIRE COUNCIL**

**FOR ACCOMMODATION UNDER SECTION 20 OF THE CHILDREN ACT 1989**

**The Relevant Persons**

**The child/ren:**

**The persons with parental responsibility:**

**The local authority: Herefordshire Council**

**Date:**

**The Agreement**

1. This is a voluntary agreement, which means that you as parents agree to this, and it is between Herefordshire Council and [persons with parental responsibility].
2. The agreement is that ( name of child/ren) will go and live with [ foster carer/with a family member as a foster carer/residential care/other] by Herefordshire Council

Or

The agreement is that (name of the child/ren) will receive regular respite care in [*foster care/residential/other*] on a recurring basis.

1. In legal terms, the voluntary accommodation is pursuant to section 20 ( 1/3/4/5) [delete as applicable – please see below or seek advice if unclear of subsection] of the Children Act 1989.
2. Herefordshire Council has taken into consideration the Best Practice Guidance provided by the Public Law Working Group dated 1st March 2021
3. Herefordshire Council are satisfied that [persons with parental responsibility] has the capacity to consent to this agreement and fully understands it.

**The Provision of Accommodation**

1. The children will go and live with Herefordshire Council [name of foster carers/family and friends as temporary foster carers/residential care/other]
2. The purpose is to provide an alternative home for [names] whilst [*e.g the local authority complete assessment/whilst home conditions are improved/whilst a parent is in hospital/for a short period whilst the local authority prepare paperwork for a court order/as respite care for a short break*].
3. I understand that as a parent with parental responsibility I can withdraw from this agreement at any time.
4. The current plan is for the children to remain looked after by the local authority for at least a period of [*X weeks / months*]. This is subject to review and we will discuss this with you regularly.

Or

The current plan is for the children to be accommodated on a respite basis of [*insert number of days/nights respite*].

1. It [has not] been possible to find out the children’s wishes and feelings *or* The children’s wishes and feelings are [*wishes and feelings*] *or* The children are not of an age where they are able to express their wishes and feelings.

**Agreement of the persons with parental responsibility and right to remove**

1. The persons with parental responsibility do not at the moment object to [*the children*] being placed in [*foster care/with family carers as temporary foster carers*].
2. The persons with parental responsibility (add name/s) who have signed this agreement may at any time remove [*the children*] from the placement.
3. The local authority has advised (name/s) as a person with parental responsibility to take legal advice. The list of Children Panel solicitors (below) has/has not been provided to the person with parental responsibility. The persons with parental responsibility has / has not had legal advice.
4. The persons with parental responsibility has the right to continue to seek independent legal advice.
5. This is not an agreement for the placement of a new-born baby or child under six months.

OR

It is an agreement for the placement of a newborn baby or child under six months, and the exceptional circumstances requiring the use of s 20 are [exceptional circumstances].

1. The local authority will talk to you about your views and will have regular meetings called Looked After reviews to which you will be invited, to look at the plans for [name] and make sure everyone who is important to [name] is included and listened to.
2. Additional reviews may be requested in response to any changes.

**SIGNATURES**

1. This agreement for the voluntary accommodation of [child/ren] has been signed by [persons with parental responsibility] who has been made fully aware of their rights to withdraw consent at any time and a representative from Herefordshire Council.

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed Dated

The persons with parental responsibility

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed Dated

On behalf of Herefordshire Council

**TRANSLATION** [DELETE IF NOT APPLICABLE]

Where required to be translated into a foreign language: This document has been written in English and translated into [foreign language]. The persons with parental responsibility have read it in [language] or had it read to them

“I have read this document and agree to its terms”

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed Persons with parental responsibility Date

**INTERPRETER IF REQUIRED**

The [person with parental responsibility] has been assisted by [name; interpreter].

I[ interpreter] confirm that I have read this document with and explained it to [persons with parental responsibility] and I am satisfied that the [persons with parental responsibility] understand its contents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and name of interpreter Date

**ADVOCATE OR INTERMEDIARY IF REQUIRED**

The [person with parental responsibility] has been assisted by [name; advocate / intermediary].

I [advocate / intermediary] confirm that I have read this document with and explained it to [person with parental responsibility] and I am satisfied that the [person with parental responsibility] understands its contents.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and name of advocate / intermediary Date

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signed by Name/position

On behalf of Herefordshire Council Date

**CHECKLIST FOR LOCAL AUTHORITIES**

**The consent of all persons with Parental Responsibility should be sought and if any person with Parental Responsibility does not agree to the child being voluntarily accommodated, it cannot take place**

* Have you taken every person with parental responsibility carefully through this agreement? YES/NO
* If the persons with parental responsibility are not native English speakers, has the agreement been translated into their native language and then provided to them or read to them? YES/NO
* Are you satisfied that the persons with parental responsibility have capacity (and understanding) to consent? YES/NO
* Are you satisfied that all persons with parental responsibility have consented? YES/NO
* Have the relevant persons with parental responsibility signed a consent form for medical treatment/examination or disclosure of the child’s medical records? YES/NO
* Has everyone with Parental Responsibility signed this document? YES/NO
* If not, why not?

**Guidance on the subsections of section 20**

S20(1) APPLIES TO ALL CHILDREN

“*Every local authority shall provide accommodation for any child in need within their area who appears to them to require accommodation as a result of (a) there being no person who has parental responsibility for him; (b) his being lost or having been abandoned; or (c)the person who has been caring for him being prevented (whether or not permanently, and for whatever reason) from providing him with suitable accommodation or care”.*

This provision will most likely be used when there is no person with parental responsibility to provide care for the child. Due to the nature of this subsection, in many cases there will be no person with parental responsibility to sign the agreement.

S20(4) APPLIES TO ALL CHILDREN

*“A local authority may provide accommodation for any child within their area (even though a person who has parental responsibility for him is able to provide him with accommodation) if they consider that to do so would safeguard or promote the child’s welfare”.*

This provision applies to all children about whom we are asking the parents to sign for voluntary care.

S20(3) APPLIES TO YOUNG PEOPLE AGED 16 AND 17 ONLY (Can sign s20 themselves)

*Every local authority shall provide accommodation for any child in need within their area who has reached the age of sixteen and whose welfare the authority consider is likely to be seriously prejudiced if they do not provide him with accommodation.*

S20(5) APPLIES TO YOUNG PEOPLE AGE 16 – 21

*A local authority may provide accommodation for any person who has reached the age of sixteen but is under twenty-one in any community home which takes children who have reached the age of sixteen if they consider that to do so would safeguard or promote his welfare.*

Please note, this subsection precludes the local authority from applying for any secure accommodation order for a child at a later stage.

# LAW SOCIETY CHILDREN PANEL SOLICITORS HEREFORDSHIRE AND WORCESTERSHIRE

|  |  |  |  |
| --- | --- | --- | --- |
| **Area** | **Name** | **Address** | **Telephone No.** |
| Hereford | Coulson Read Lewis, | 1-2 Offa Street Hereford Herefordshire HR1 2LJ  (Offices: Hereford and Leominster) | (01432) 357005 |
|  | Harrison Clark Rickerby | Thorpe House, 29 Broad Street,  Hereford. HR4 9AR  DX17209 Hereford.  Also at Worcester | 01432 349670  01905 612001 |
|  | Humfrys & Symonds | 1 St. John Street,  Hereford,  Herefordshire,  HR1 2ND,    DX 17202 HEREFORD  (Offices: Hereford and Leominster) | (01432) 276276 |
| Bromsgrove | Thomas Horton LLP | Strand House,  70 The Strand,  Bromsgrove, B61 8DQ  (Offices: Bromsgrove, Worcester and Redditch) | (01527) 871641 |
| Cinderford | Gwyn James  . | 4 Berisford Court,  Cinderford,  Gloucestershire.  GL14 2BS  (Offices: Cinderford and Ross-on-Wye) | (01594) 822277 |
| Cheltenham | Waldrons Solicitors Ltd | Harley House, 29 Cambray Place, Cheltenham, GL50 1JN  (Offices: Worcester, Dudley, Brierley Hill, Kingswinford, Walsall) | (01242) 375 100  (01905) 900 900 |
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