



SUPPORT AGREEMENT

2018

Between **Aebal Leisure**

and

(Service User Name)

for the provision of community based activities and support.

DATE OF AGREEMENT:

6 WEEK REVIEW DATE:

LAST AMENDED:

EXPIRY/RENEWAL DATE OF AGREEMENT:

AGREEMENT #:

Signed for and on behalf of Aebal Leisure:

Signed:

Name:

Position:

Date:

Signed for and on behalf of **(Insert Service User Name)**

Signed:

Name:

Position:

Date:

By signing above, you are accepting the terms of this Agreement, you are happy with the support defined in the Support Programme and have also read the Aebal Leisure Pricing Policy.



SERVICE | DESCRIPTION

Aebal Leisure functions as a sports and leisure focussed mobile support service within the community. We aim to provide a refreshing alternative to routine and familiar support services by visiting individuals at home and taking them out into the community to access new opportunities and to become more active.

We work with the understanding that being more active can mean one thing for one person and an entirely different thing to another. For this reason, we work closely with each person to understand their specific needs which then enables us to source appropriate activities.

SERVICE | OBJECTIVES

- To provide an outlet for individuals to become more active and independent out in the community.
- To enable individuals to experience more mainstream opportunities and activities.
- To connect individuals by creating new friendships or provide the support to maintain existing ones.
- To work closely with individuals to source activities that stimulate, engage and inspire.
- To be a trusted source of knowledge, encourage choice and assist in the selection and participation of leisure activities.
- To refresh tired routines, promote healthy lifestyles and boost social confidence.
- To improve overall well-being via sports, leisure and social activities.
- To deliver this support with positivity, creativity and understanding.

SERVICE DESCRIPTION | RESPONSIBILITIES

Refer to Individual Support Programme for **(Insert Service User Name)**

REFERRAL PROCESS | ELIGIBILITY

For all the services listed above, individuals can be referred by local authority social work teams, healthcare and education professionals, parents/carers or by self-referral if appropriate. Subject to availability of places, Aebal Leisure will endeavour to accept individuals whose assessed needs can be suitably met in accordance with the service specification and, when they feel unable to do so will, upon request of the parents/carers or third party professionals put those reasons in writing. Details of the relevant referral and admission criteria along with assessment procedures shall be available for inspection if required.

REVIEWS | REPORTING REQUIREMENTS

Aebal Leisure shall ensure that information, records and documentation necessary to monitor the contract are maintained and are available at all times upon request. Aebal Leisure shall at all times co-operate with the reasonable processes for the monitoring, evaluation and reporting of individual Support Programmes.



There will be an initial 6 week review to establish that the discussed support criteria is being met, and whether amendments need to be made to the Support Programme.
Thereafter, Aebal Leisure will provide relevant information at 6 monthly review meetings.

Any information acquired by Aebal Leisure as a result of any such professional process shall be confidential and its access will be regulated under the Data Protection Act.

PERFORMANCE

An annual review meeting will be held and attended by the appropriate individuals and Aebal Leisure to consider the performance, the anticipated outcome of the agreement and future service developments and changes. In addition, 6 monthly reviews will be scheduled to discuss in year progress. Further meetings may be arranged at any time to consider significant variation in the terms or conduct of the agreement and where corrective action on either part is indicated.

HEALTH | SAFETY

Aebal Leisure complies with the Health and Safety at Work Act 1974. Aebal Leisure shall adequately train, instruct and supervise staff to ensure as is reasonably practicable, the health and safety of all persons who may be affected by the services provided under the agreement.

EQUAL | OPPORTUNITIES

Aebal Leisure will comply with the below legislation and shall use its best endeavours to ensure that in their employment policies and in the delivery of the services required under this agreement there shall be no unjustifiable inequality of treatment of staff or patients in terms of race, gender, sexuality, disability, age or religion.

- Race Relations Act 1976 - Amendment Act 2000
- Sex Discrimination Act 1975 - Amendment Regulations 2003
- Disability Discrimination Act 1995

DATA PROTECTION, CONFIDENTIALITY | RECORD KEEPING

All Service Users have a right to privacy and therefore all information and knowledge relating to them and their circumstances must be treated as confidential. Aebal Leisure will advise all staff on the importance of maintaining confidentiality and implement procedures which ensure that Service User's affairs are only discussed with relevant people and agencies. Refer to the Aebal Leisure Confidentiality Policy for further information.

Aebal Leisure will comply with all legislation, including guidance issued by the Charity Commission and required by the Companies Act where the retention and destruction of records is concerned.



STAFFING

Aebal Leisure will ensure that, at all times, it has sufficient suitably trained staff to ensure that services comply with all the statutory requirements and meet service user needs. A record of qualifications and training programmes shall be maintained by Aebal Leisure. Aebal Leisure will have in place a training programme demonstrating the commitment to training and staff development and the maintenance of professional knowledge and competence

FINANCE | ARRANGEMENTS

The **weekly** service level agreement hours as stated in the Support Programme are:

A minimum of

(Session times defined in attached timetable)

At an hourly rate of £14.50/hr =

(Additional respite hours will also be available. Refer to Support Programme)

Signed: _____ Date _____

This value coincides with the Aebal Leisure Pricing Policy and the hours agreed in the Support Programme (refer to 'Support Programme' for clarification). This amount relates to the hourly support rate alone.

All activity and travel costs will be self-funded by the service user and these costs will be agreed on in the Support Programme. Session times may also be inclusive of travel time if it has been agreed that a service user needs to be supported by Aebal Leisure when travelling to an activity. (please refer to our 'Pricing Policy 2015' for clarification)

All figures are stated at 2018 pay and price levels.

Full payment of the stated minimum hours is required by the service user in the event of non-attendance to an agreed session.

To permit for holidays and pre-arranged trips, Aebal Leisure will allow for 2 weeks of non-attendance per 6 month agreement. These missed sessions will be non-payable providing that a 4 week notice period is given.

INVOICING

Payment will be invoiced on the 1st day of each month and must be made by the 15th of every month or the nearest working day. This amount will be the previous monthly total of hours delivered by Aebal Leisure and will vary depending on where the days of the month fall.



VARIATION

This Service Agreement may not be varied unless a variation is agreed in writing and signed by all parties.

COMPLAINTS | DISPUTES

Aebal Leisure and the representatives of **(Insert Service User Name)** shall use their best endeavours to resolve, by agreement, any dispute between them. In order to resolve any complaints or disputes, either party must refer to the Aebal Leisure's Complaints Procedure.

Use of the complaints procedure will not delay or take precedence over the use of the default procedure and shall not in any way prejudice the Service provided to the Service User.

AGREEMENT PERIOD | NOTICE

This agreement shall commence on **(Insert date)**. At the end of the current 6-month period (date on p1), the agreement will be subject to a formal review and continuation is subject to the agreement of both parties. The period may be extended with the agreement and signature of both parties.

The Support Programme and activity plan will be reviewed after a 6-week trial period and thereafter be subject to 6 monthly reviews. The 6-week review will provide an opportunity to cease continuation of the agreement if either party decide it should be terminated. If amendments are made to the Support Programme that affects the Service Level Agreement value, a new copy will be produced, and new signatures will be required.

Either party may terminate this agreement by giving not less than 4 weeks' notice in writing to the other, except for the 6-week trial period. All sessions within the final 4 weeks' notice period should be attended as full payment is always required during this period.

LEGAL | STATUS

This Service Agreement is not a contract enforceable by law. However, it is expected that all parties will adhere to best practice for negotiation and monitoring of the agreement. In the case of disputes emanating from this agreement parties will, in the first instance, be expected to attempt to reach a local resolution to the problem.



AUTHORISED | REPRESENTATIVES

The Authorised Representative(s) of Aebal Leisure for the purposes of the agreement is/are;

The Authorised Representative(s) of (insert name of Service User) for the purpose of the agreement is:

Any changes to the above should be notified to the appropriate party in writing.





Consent form for photographs/videos

Name: _____

Address: _____

Contact num: _____

aebal Leisure would like to ask for your permission to use photographs/videos of you to promote our service. The images may appear in print on display in buildings, in our printed publications, on our website and social media sites, and in our partners' publications (e.g. Nottinghamshire County Council etc) or to accompany press releases sent out by us.

To comply with the Data Protection Act 1998 and to make sure you are happy, we need your permission to use any photographs of you.

Please sign and date the form where shown.

Please note that websites can be seen throughout the world, and not just in the United Kingdom, where UK law applies. Please see below for the conditions for using these images.

Conditions of use: Permission is granted indefinitely. You may revoke your permission at any time by contacting aebal Leisure (info@aebal-leisure.com). We will ask you each time that we would like to include your full name (which means first name and surname) in any publication. We will not use it unless you agree. We will not include personal email or postal addresses, or telephone numbers on our website or in printed publications.



Your Details

I have read and understood the conditions of use and give my permission for photos and videos of myself to be used by aebal Leisure.

Your signature: _____ Date: _____

Your name (in block capitals): _____

Contact phone number: _____

Carer / Guardian / Responsible Adult

If you are completing this form on a Service Users' behalf, please sign below

I have read and understood the conditions of use and am happy to give permission for photos and videos of the adult I am responsible for to be used by aebal Leisure.

Your signature: _____ Date: _____

Your name (in block capitals): _____

Service Users' name: _____

Contact phone number: _____





Privacy Notice and Policy

At aebal Leisure, we're committed to protecting and respecting your privacy.

This Policy explains when and why we collect personal information about Service Users and their families, how we use it, the conditions under which we may disclose it to others and how we keep it secure.

Who are we?

aebal Leisure provides outreach support and care. Our head office is based in Nottingham; however, our Support Co-ordinators work remotely in the community.

What type of information is collected from you?

The personal information we collect might include your name, address, email address, telephone numbers, any health issues or any conditions you may have been diagnosed with. We also record information regarding your immediate family and (or) carers so we can contact them if required.

How is your information used?

Before you begin your session with us we will put together a Support Programme. This will record your address and contact details, how your sessions will run, any risk assessments that have been carried out and any medical factors we must consider. By recording this information, we can make sure you have sessions that interest you and that you are kept safe at all times.

We will also hold information about your family / carers to allow us to share any permitted information with them regarding your Support and to be able to contact them in an emergency.

We also begin a Support Diary. This is completed by your Support Co-ordinator and will record how each session went, what you enjoyed and any changes that we can make to provide you with the best support possible.



Who has access to your information?

To be able to provide you with the best support possible your information will be shared with our Support Co-Ordinator's, the Service and General Manager and the Administration Manager.

We may discuss your information with third parties such as Social Care or other parties working on your behalf

We may also share your information if we're under a duty to disclose or share it to comply with any legal obligation or to protect the rights, property or safety of our staff.

However, we will take steps with the aim of ensuring that your privacy rights continue to be protected.

We will not sell or rent your information to third parties.

We will not share your information with third parties for marketing purposes.

Your Personal Data Rights and how to contact us

You have certain rights under existing data protection legislation including the right to request a copy of the personal information we hold about you, if you request it from us in writing.

From May 2018 you will have the following rights:

- Right to access: the right to request copies of your personal information from us;
- Right to correct: the right to have your personal information rectified if it is inaccurate or incomplete;
- Right to erase: the right to request that we delete or remove your personal information from our systems;
- Right to restrict our use of your information: the right to 'block' us from using your personal information or limit the way in which we can use it;
- Right to data portability: the right to request that we move, copy or transfer your personal information;
- Right to object: the right to object to our use of your personal information including where we use it for our legitimate interests.



To request any of the above or to discuss your rights further you can contact any member of the Management Team either by phone or email.

Security precautions in place to protect the loss, misuse or alteration of your information

We have strict rules surrounding how our staff can access your information and how we keep it secure. We use a system that only allows certain people to view your information and have policies that we must follow. If any staff member is found to be misusing data or accessing it in a way we deem unsafe, it will lead to immediate disciplinary action.

Our main priority is to make sure you are comfortable with our policies and procedures.

It's important that you understand what information we take from you and why. If you or any of you family members/caregivers, have any questions at all we are always here to answer them and welcome your input.

Your Details

I have read, understood and accept the aebal Leisure Privacy Policy.

Your signature: _____ Date: _____

Your name (in block capitals): _____

Contact phone number: _____

Carer / Guardian / Responsible Adult

As a Carer / Guardian / Responsible Adult, our Privacy Policy will also apply to any details we hold about you. Please feel free to contact us with any questions before you sign this document.

If you are completing this form on a Service Users' behalf, please sign below

Your signature: _____ Date: _____

Your name (in block capitals): _____

Service Users' name: _____

Contact phone number: _____



