APPENDIX 1

LONDON BOROUGH OF TOWER HAMLETS

STAYING PUT AGREEMENTT

This document constitutes a formal agreement between:

(Name of Young Person) ………………………………..

(Name of Staying Put Provider) ………………………...

and the London Borough of Tower Hamlets

……………………………………………(Name of young person) will become an **Excluded Licensee (see NB 1 below)** at the address below as from ……………………………(Date).

Address:-………………………………………………………………………………………….

In this case the **staying put allowance (see NB2 below**) has been agreed by the Group Manager for Resources per week.

**NB1 An excluded licensee is excluded from the `Protection from Eviction Act 1977.**

**NB2 The weekly staying put allowance (reviewable at age 19 and 20 or in the event of any change in circumstances) will normally be confirmed by the Children’s Placement finance team prior to the staying put arrangement taking effect.**

**RESPONSIBILITIES OF THE YOUNG PERSON**

I agree to:

1. Engage in the support as listed in order to develop my independence skills.
2. Behave in a reasonable way, showing respect for my Staying Put provider, all of their property, neighbours and the community.
3. No drugs or other illegal property being brought into the household.
4. Keep to the house rules set out in this agreement.
5. Where applicable to pay my rent in full on the day it is due.
6. Let my Leaving Care Personal Advisor and my Staying Put provider know at least one month before if I wish to leave this placement.
7. Take all my property with me when I leave. If it is not collected within two weeks the Staying Put provider reserves the right to dispose of it.
8. Leave my room, furnishings and fittings in a good order.
9. Contact my Leaving Care Personal Advisor if I would like to change this agreement or make a complaint.

10. Pay for any goods stolen or any deliberate damage that I have caused.

**RESPONSIBILITIES OF THE STAYING PUT PROVIDER**

I agree to:

1. Provide one single fully furnished room.
2. Provide heating, hot water, lighting and food.
3. Inform the Leaving Care Personal Advisor if the young person ceases to reside at the accommodation in order to prevent an overpayment of Staying Put allowances and any relevant benefits.
4. To respect confidentiality at all times regarding the young person’s personal details.
5. To ensure the accommodation is of an adequate standard and allow the annual health and safety checks to be carried out.
6. Inform the Leaving Care Personal Advisor of any significant incidents.
7. Ensure that there is adequate, up to date insurance to cover any deliberate acts of damage or any goods stolen. This is not covered by the Leaving Care Service.
8. Check with HMRC to confirm the impact of the Staying Put allowance on tax implications.
9. Inform the DWP and Housing Benefit Office if claiming any means tested benefits as some payments received for a Staying Put arrangement may be classed as income.
10. To provide support in preparation for independence as agreed with all parties.

**RESPONSIBILITIES OF THE PERSONAL ADVISER**

I agree to:

1. To support the young person and the Staying Put provider in making the arrangement a success.
2. Suggest guidelines for house rules.
3. Provide assistance when fixing a suitable rent in line with the Local Housing allowance rates.
4. Advise and assist with Housing Benefit claims.
5. Advise and assist the young person with any other benefit claims in order to maximise income.
6. Review the placement as part of the young person’s Pathway Plan review.

**SUPPORT IN PREPARATION FOR INDEPENDENCE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Tasks** | **Weekly hours of support** | **Support to be given.** | **Comments** |
| 1 | Basic living skills.  Cooking  Washing/Ironing  Cleaning |  |  |  |
| 2 | Budgeting /Money Management |  |  |  |
| 3 | Employment/Education and Training. |  |  |  |
| 4 | Filling in Forms |  |  |  |
| 5 | Reading letters and help with understanding and acting on information |  |  |  |
| 6. | Developing Social Skills /Behaviour management |  |  |  |
| 7. | Emotional support, counselling and advice. |  |  |  |
| 8 | Help in accessing other services /community organisations /activities |  |  |  |
| 9. | Support with family contact. |  |  |  |
| 10. | Supervision and monitoring of health and wellbeing |  |  |  |
| 11. | Moving on |  |  |  |
| 12. | Any other support not specified above |  |  |  |

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| --- |
| **HOUSE RULES** |

|  |  |
| --- | --- |
| 1 | Young Person to engage with the support provided by the Staying Put provider |
| 2 | For all parties to respect privacy and not enter each other’s rooms without permission. |
| 3 | To inform carers if staying away for overnight during the week or at weekends |
| 4 | To get agreement from the Staying Put provider to register mobile phone contracts, credit cards or loan agreements at this address |
| 5 | Any other rules in relation to the Staying Put arrangement :- |

**CONTINGENCY PLAN (IF REQUIRED):-**

|  |  |
| --- | --- |
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|  |  |
|  |  |

Signed: - ……………………………………(Young Person) Date: - …………….

Signed :-……………………………………(Staying Put Provider) Date: - …………….

Signed :-……………………………………(Through Care Personal Advisor) Date: - …………….

Signed :-……………………………………(Social Worker) Date: - …………….

Signed :-……………………………………(Group Manager – Resources) Date: - ……………..