**Penderels Trust Appointeeship Referrer Agreement**

Thank you for your new referral to Penderels Trust. To ensure a smooth transfer of the service user’s financial management matters to our organisation, there are a number of action points that we ask are completed, as detailed below. This document also serves to provide clarification as to the duties, responsibilities and legal role of an appointee authorised by the Department for Work and Pensions (DWP).

**1.The role of an appointee**

The DWP provides the below explanation of the role and responsibilities of an appointee on the GOV.UK website:

“As an appointee you’re responsible for making and maintaining any benefit claims. You must:

• Sign benefit claim forms.

• Inform the DWP about any changes in circumstances.

• Manage benefit money and make decisions in the claimant’s best interests.

• Inform the DWP if you stop being the appointee.

If the benefit is overpaid, depending on the circumstances, you could be held responsible.”

We are only responsible for or have authority over DWP benefits. Housing and Council Tax are not managed by the DWP.

**2.Clarification on the legal authority of an appointee**

• **Private bank accounts** (NatWest, Nationwide, HSBC etc.)
An appointee only has the legal authority to manage welfare benefit matters. This means that an appointee is not legally able to access private bank accounts belonging to service users. An appointee can however access funds or close Post Office accounts as these are a different type of bank account designed only for DWP benefit payments.

**IMPORTANT: Please make provision to ensure that the referred service user has access to enough spending money to support their needs for at least two weeks when DWP set Penderels Trust up as the appointee. In some cases, DWP will delay making payments which can cause service users to be temporarily short of funds.**

• **Utility companies** (TV, water, gas, telephone, internet, electricity providers etc)
Utility companies are not legally obliged to acknowledge an appointee’s authority as a representative of a service user. This can sometimes cause issues if the appointee is contacting a utility provider trying to obtain account information to make payments or to query a bill on behalf of the person they are supporting. If the service user is able, we will ask them to give signed consent so that we can then forward a copy to the utility companies in order for them to register our service user’s permission for us to discuss and manage their account accordingly.

• **Legal role when a service user dies**
When a service user passes away, all legal authority to manage their financial affairs ceases (whether appointee, Court of Protection deputy or Attorney). It is our policy to only release funds to an executor of the deceased person's estate upon receipt of a Death Certificate, photo ID and a signed indemnity if the funds we hold are £5000 or less. For any amounts held above this, we will require a Grant of Probate Document. Administrative requests by legal executors/administrators of the deceased person’s estate are a chargeable service.

• **Private pension companies/payments**
As with private banks, private pension companies are not legally obliged to recognise the authority of an appointee.

• **Tenancy agreements**
Appointees have no legal authority to sign or end a service user’s tenancy.

**3. The referral process**

Although we have a process for becoming an appointee (detailed below) at referral, we are reliant on being provided the necessary information by the referring individual/organisation and other people supporting the vulnerable adult. In most cases, the service user cannot provide all the financial information we need themselves. It is important we can work with referring party to ensure a smooth transfer of daily money management responsibilities.

If the required information has not been provided in good time and Penderels Trust is not able to carry out its legal duties as a Corporate Appointee, we may revoke the appointeeship.

It is important to note that the referral process does not end on the submission of a referral form, it ends when the information needed to properly manage a service user’s day-to-day finances have been provided in full.

**Appointeeship set up process**

* New referral form received from referrer along with a form of evidence to send to DWP (MCA, signed consent form the service user or a revoking letter from the current appointee).
* Case allocated to an Independent Living Adviser
* DWP BF56 form completed by Penderels Trust
* Penderels Trust receives notification from DWP that Appointeeship is active

(This is usually when Penderels Trust receives the service user’s benefits into their bank account after BF56 form submitted to DWP, this can take a number of weeks, with formal notification in the form of the BF57 taking longer.)

**Essential information required for the appointeeship**

* A form of evidence that the appointeeship is required (MCA, signed consent, revoking letter from the current appointee).
* Utility bills (gas, electricity, water, telephone, internet)
* Rent/Mortgage account details (housing association, mortgage provider)
* Care Fees (local authority, care provider, meal delivery service etc.)
* Bank Account Details (if funds are to be paid into existing account)
* Insurances (home contents, life policies, funeral plans etc.)
* DWP Correspondence (DLA, ESA, PIP, Pension Letters etc.)

**4. Forward Planning Requirement**

As mentioned earlier in this document because the referrals made for the Appointeeship service are for adults that are likely to lack capacity in some form, it is vital that an element of forward planning is adopted from the outset. For example, ensuring the service user will have access to sufficient funds in the transition period whilst benefits are being transferred to Penderels Trust.

Please note that we cannot under any circumstances act for an individual until we are made appointee. This means we cannot complete any housing benefit or other benefit forms, we cannot pay any bills, we cannot provide the service user with any money and we cannot give any advice in relation to the service user’s circumstances.

 **5. Service costs**

The fees associated with the Penderels Trust Appointeeship service are outlined in the Menu of Services (attached). Please ensure that the cost of the service will be met prior to referring, particularly if the service user is under S117 of the Mental Health Act 1983 or if the service user pays a nil contribution towards their care.

Penderels Trust reserves the right to charge additional fees for services required to support service users outside of our standard menu of services. Should the service user’s needs change during the course of our involvement, Penderels Trust reserve the right to increase or decrease the fees to meet the service user’s needs at the time.

**6. Service user contact**

We will endeavour to respond to service user calls and reasonable contact requests within 48 hours. However, unreasonable or excessive contact requests will be managed within the context of our workload. In some instances, it might be appropriate to ‘allocate’ specific time frames during which service users are able to contact their named independent living adviser to help us manage excess requests sensibly.

**7. Abusive behaviour**

Supporting service users with disabilities and/or challenging behaviour inevitably requires patience and consideration. However, as with any other organisation, we will not accept abusive or disrespectful behaviour in any form. Behaviour of this nature will result in a behaviour contract being agreed with the individual and if not adhered to, we will request that all communication is made via support workers or social workers if direct communication with the service user becomes problematic. If abusive behaviour should continue, we may revoke the appointeeship.

**8. Protecting service user’s personal data and sharing information**

The information we receive will be managed in accordance with GDPR regulations (Data Protection Act 2018). Penderels Trust is registered with the Information Commissioner’s Office. Our notification reference is Z5664832. Service user’s rights and our responsibilities are outlined in our Data Protection and Privacy Policies, copies of which are available on request.

Penderels Trust is responsible for the collection, processing, storage and safe keeping of any personal information (also called ‘personal data’) provided to us either by you, the service user or appropriate agencies such as the DWP or HMRC. The information provided to us will be stored on a secure internet database, which is not available to anyone outside of the organisation. Information provided to us will only be shared with other relevant organisations upon request. These include, but are not limited to, the following: Department of Work and Pensions, Local Authorities, HMRC and the police.

It is the policy of Penderels Trust not to automatically send financial information to service users who have been assessed as lacking capacity to manage their own finances. This is to safeguard the privacy of our service user’s financial circumstances as vulnerable adults. If financial information is requested by third parties involved in supporting our service users, then we require a written request confirming why the request is being made and a decision as to whether to make available such information will be made by the independent living adviser. Service users who have been assessed as having capacity to manage their financial affairs and have consented to the appointeeship may have access to their information directly.

**9. Financial assessments for care contributions**

Where financial information is requested for the purpose of financial assessments undertaken by local authorities, we will assist with this process in line with our responsibilities as appointee. As such, we will provide copies of the financial information that we hold for our service user to the local authority to assist them in completing their assessment forms. We will also ensure our charge is included in the assessment if the appointeeship fee is not paid to us directly.

**10. Additional payment requests**

Penderels Trust will put in place weekly spending monies which will be agreed as part of an overall budget, in conjunction with the service user (where applicable) and their circle of care, once the Corporate Appointeeship has been confirmed by the DWP.

Any additional money requests will need to be requested 10 days in advance.

Requests for emergency funds will be assessed on a case-by-case basis and will usually need confirmation from a social worker or support worker with suitable authority to validate the authenticity of the request.

Purchases over £500 **or** for purchases for services such as decorating, building, gardening, maintenance or holiday bookings will need to be made in writing along with the provision of three quotes for such purchases or services or a best interest decision for the purchase. Ultimate discretion for agreement of purchases is with the named independent living adviser.

**11. Relinquishment of appointeeship**

For us to meet our responsibilities to the Department for Works and Pensions as Corporate Appointee, Penderels Trust will need to be satisfied that the individual is able to manage their legal responsibilities as a welfare benefit recipient. It is important for the referring organisation/individual to acknowledge that assuming the role of an appointee represents a formal undertaking by an individual or organisation and costs are incurred from the outset. We require 30 days’ notice to end the appointeeship.

Appointeeships are suitable only for those individuals that demonstrably need ongoing support over a medium or longer period of time. Wherever possible, the suitability of an Appointeeship should be thoroughly discussed with a service user before a referral is made. Please explain to the service user that any relinquishment requests within six months of the referral being made will incur the annual fees and costs set out in the menu of services. If a request has been made for the individual to manage their own welfare benefit responsibilities, we will require confirmation in writing from a social worker or NHS health professional that the service user has the capacity and capability to meet their responsibilities and a supporting MCA. If sufficient evidence of capacity cannot be obtained, Penderels Trust reserves the right to request the DWP to arrange for a visiting officer to meet with the service user to satisfy their own relinquishment criteria.

In respect of the transfer of an Appointeeship to another organisation/individual, we will require a copy of the BF57 document from the new appointee confirming that the Appointeeship has been transferred to that organisation/individual in order to release any residual funds held. All costs incurred by Penderels Trust will be deducted or billed accordingly.

Where possible with service users who have been assessed as having capacity to manage their own finances, we will adopt a “wind down” policy to slowly transition the financial management to the service user. This will allow time for the service user to gain the skills required to manage their own money and to do so in manageable way so as not to overwhelm them with all aspects of their finances in one go. This “wind down” period could take up to 6 months if the service user consents. The usual appointeeship fee will still apply during this period.

Occasionally, Penderels Trust is required to end the appointeeship. This is generally a last resort and where all other routes to support the service user have failed. Should this happen, we will give the service user and social worker/support worker 30 days’ notice (either in writing or another format if appropriate) that we intend to revoke to allow time for another appointee to be found or for preparations to be made for the service user to manage this themselves.

In all circumstances around revoking the appointeeship, we will continue to act in our role as appointee until confirmation of relinquishment has been received from the DWP.

12. Comments and complaints

We are committed to encouraging all users of our services to contribute towards improving the quality of our services by using our Comments and Complaints Procedure. This is available on our website and staff can give you further details upon request. A commitment is given to our staff that if this process is used for unsubstantiated, inaccurate or malicious statements regarding them or our services, then this will not go unchallenged and the complainant will be asked to substantiate their comments.

13. Declaration

I have read and understood all the conditions in this agreement and accept them in their entirety. In the case of a supported person’s representative, you are also confirming you have discussed this agreement with the supported person where applicable, and you are duly authorised to sign this agreement. Completed and returned referral forms will be accepted as acknowledgement that the referrer agreement has been read and we are being asked to start the appointeeship process upon receipt. Latest versions of this document are available upon request or at [www.penderelstrust.org.uk](http://www.penderelstrust.org.uk)

Referrer Declaration

Supported person’s name & DOB:

Referrer’s name:

Relationship to service user:

Email address:

Signature: Date: