

Day service – Terms and Conditions

SAFEBREAKS

YOUR JOURNEY, OUR SUPPORT

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*This Service Agreement outlines the terms and conditions between **Safebreaks Devon CIC** (the "Organisation", also referred to as "Safebreaks") and the **Service User** (the individual we support) and/or their representative. By signing this document, the Service User (and/or their representative) agrees to the following terms and conditions, which are designed to ensure a safe, well-led provision of care in compliance with applicable UK law.*

1. Placements & Placement Holdings

1a. Placements: Safebreaks provides day services to adults with additional needs upon request and following an assessment process. Prior to the start of any service:

- i. **Assessment & Profile:** The Service User (or their representative) must provide all details requested in Safebreaks' placement profile forms. This information is required to inform Safebreaks' staff about the Service User's needs and to assess whether Safebreaks can safely meet those needs.
- ii. **Agreement to Terms:** The Service User and/or their representative must read, agree to, and sign this Service Agreement (and any related documentation) **before** services commence. No placement can begin until Safebreaks has received a signed agreement indicating acceptance of these terms. Safebreaks will not admit any individual who has not completed all required pre-service documentation and consent forms.

1b. Placement Holdings: Safebreaks allocates placements in the day service ("Day Centre") on an annual or long-term basis and schedules days (a rota) according to the Service User's desired attendance frequency.

- i. **Annual Schedule:** Placements are typically agreed on an annual basis with specific days of attendance allocated per week. Once a placement (set days) is confirmed, Safebreaks holds that place for the Service User on those agreed days each week.
- ii. **Charge for Reserved Days:** Fees for the placement are payable **monthly** and are based on the Service User's booked sessions (as per the agreed rota), **regardless of actual attendance**. This means that if a Service User does not attend on a booked day (for example, due to illness or personal reasons), the session will still be charged in full because Safebreaks has reserved staff and resources for that place. (Exceptions to charges are made only as explicitly stated in this Agreement, such as when Safebreaks itself cancels a session – see Section 4 and Section 5.)
- iii. **Changes to Attendance:** If the Service User wishes to permanently change their attendance frequency or schedule (for example, adding or removing a day), at least **Two month's notice** must be given to Safebreaks. Safebreaks will accommodate increases in attendance only if there is available capacity and staffing. Decreasing attendance may be treated as a partial termination of the placement for those days. If a Service User or their representative wishes to end the placement entirely, we request a minimum of one month's notice.
- iv. **Placement Review:** Placements and attendance schedules will be reviewed annually. Either party may decide not to continue a placement for the next year, provided reasonable notice is given. Safebreaks also reserves the right to terminate a placement with immediate effect in the event of a serious breach of this Agreement by the Service User (e.g. violence, persistent non-payment – see Sections 3 and 4) or if the Service User's needs fundamentally change such that Safebreaks can no longer safely support them (see Section 8). In such cases, Safebreaks will whenever possible discuss alternative solutions with the Service User or their representative.

1c. Staffing Ratios and Support Levels: Safebreaks adheres to staffing ratios dictated by insurance requirements and by local authority guidelines to ensure safety and quality of care.

- i. **Standard Ratios:** Our standard day service support ratio is one staff member to five service users (5:1) for those who attend in a group setting. If a Service User has been assessed as requiring individual support, a one-to-one ratio (1:1) will be provided as agreed in their placement plan.
- ii. **Changes in Needs:** If a Service User's support needs change or an assessment determines that a different staffing ratio is required (for example, if someone initially attending with group support later needs 1:1 support for safety), Safebreaks will communicate this to the Service User or their representative. Any change to the staffing level may affect the fee rate (as determined by the funding authority's rates – see Section 4.1), and Safebreaks will only implement the change with the agreement of the Service User or representative. If Safebreaks cannot reasonably accommodate a required increase in support (e.g. no staff available or the cost cannot be met), Safebreaks reserves the right to **suspend or terminate** the placement immediately to safeguard the Service User, other service users, and staff.
- iii. **Activities and Outings:** Staffing ratios may be adjusted temporarily for specific activities or outings if additional support is needed (for example, trips that require more supervision). Safebreaks will inform the Service User or representative of any such adjustments in advance when possible. Any additional costs or requirements for higher support during special activities will be discussed and agreed beforehand. Safebreaks always prioritises safety and will only include a Service User in an activity if appropriate support can be provided.

2. Information, Communication & Data Permissions

2a. Communication and Updates: Safebreaks is committed to keeping Service Users and their families/representatives informed about the service. We will post regular updates, news, and announcements on our official website (safebreaks.co.uk) and in our private Facebook group (**Facebook – Safebreaks Devon CIC**). It is the responsibility of Service Users and/or their representatives to check these communications for information such as upcoming events, schedule changes, or closure dates. Important information (for example, urgent closure notifications) may also be sent via email or phone to the contacts provided. Safebreaks will ensure that all Service Users or their representatives have access to these communication channels and will offer alternative means of communication if needed (upon request).

2b. Data Protection & Permissions: In order to provide person-centred services, Safebreaks needs to collect and use certain personal information about the Service User. This includes information in the placement profile and any care or support plans, as well as media like photographs or feedback if consent is given. All personal data will be handled in compliance with UK data protection law, including the Data Protection Act 2018 and UK GDPR. Safebreaks' **Data Protection Policy** is available on our website and outlines how we manage, store, and protect personal data.

- i. **Consent for Media/Testimonials:** Safebreaks will provide a **Data Permissions form** where the Service User or their representative can indicate consent for use of the Service User's data in specific ways. This may include consenting (or not consenting) to the Service User's name, images, or feedback being used for Safebreaks' Facebook page, Safebreaks' website, marketing materials, and/or advertising materials. The form allows you to tick or cross the areas you consent to data being used. For the purposes of the Data Permissions form, "data" in this context refers to items like photographs of the Service User, testimonials, feedback, and reviews.
- ii. **Use of Data:** Safebreaks will only use the Service User's personal data as consented and for legitimate purposes related to their care or the operation of our services. For example, with consent, we might post a group photo from a day service activity on our Facebook page or

include a testimonial in a newsletter. If consent is not given, we will fully respect that choice and not use the data in those ways.

iii. **Data Security:** All personal information collected is kept securely and will be accessed only by authorised Safebreaks staff who need it to perform their duties. We will not share personal data with third parties without explicit consent except as required by law (such as in a safeguarding situation or if required by a court order).

iv. **Retention of Data:** Safebreaks will retain personal data only for as long as necessary for the purposes of providing services and as required by law or funding bodies. Medical and support information will be updated at least annually (see Section 7.1) to ensure accuracy. If the Service User leaves Safebreaks, we will securely retain and then dispose of personal data in accordance with our data retention policy and legal requirements.

v. **Access and Queries:** Service Users and their representatives have the right to request access to information Safebreaks holds about the Service User and to request corrections if any data is inaccurate. Any queries or concerns about data usage or privacy can be addressed to Safebreaks' management, and further information is available in our Data Protection Policy.

3. Service User Conduct and Safeguarding

3a. Code of Conduct: Safebreaks Devon CIC maintains a **zero-tolerance policy** toward abusive or harmful behaviours to ensure a safe and respectful environment for all service users and staff. The following behaviours (among others) are strictly prohibited and will not be tolerated under any circumstances: **bullying, racism, assault, harassment, sexual misconduct, theft, vandalism, or discrimination** of any kind. This applies to Service Users, their family members or representatives while on Safebreaks premises or interacting with staff, and Safebreaks staff themselves.

i. If a Service User (or anyone accompanying them) exhibits any such prohibited behaviour, Safebreaks reserves the right to take immediate and appropriate action. Such action may include issuing warnings, developing a behavioural support plan, or in serious cases, temporarily suspending or permanently terminating the Service User's placement with Safebreaks. In situations involving potential criminal behaviour (e.g., assault or theft), Safebreaks may involve law enforcement authorities.

ii. Safebreaks expects all Service Users to treat others (fellow attendees and staff) with respect and courtesy. Likewise, Safebreaks staff are expected to treat Service Users with dignity and respect. Any concerns about staff conduct should be reported to management and will be addressed in line with our internal procedures and relevant employment laws.

3b. Safeguarding: Safebreaks has a duty of care to safeguard all individuals we support. We adhere to local authority safeguarding policies and national guidance for protecting vulnerable adults.

i. All Safebreaks staff receive training on safeguarding adults at risk. If a Safebreaks staff member has reason to suspect abuse, neglect, or any serious risk to a Service User (whether inside or outside of Safebreaks services), they are required to report these concerns to Safebreaks management. Safebreaks will then take appropriate action, which may include contacting the local authority Adult Safeguarding Team or other relevant authorities in accordance with our Safeguarding Policy.

ii. Safebreaks will keep the Service User's representative informed of any safeguarding concerns relating to the Service User, unless doing so would put someone at greater risk or is not permitted by law. In cases where another service user or a staff member is the subject of a safeguarding concern, Safebreaks will handle the matter sensitively and may not be able to disclose full details to others for confidentiality reasons.

iii. The safety and wellbeing of all our service users is paramount. If a Service User's behaviour or circumstances pose a serious risk to themselves or others and cannot be safely managed within our service (for example, extreme aggression, or uncontrolled medical issues – see Section 7 and 8), Safebreaks may require that the Service User be removed from the service immediately. This would only be done in serious situations, and Safebreaks will work with the Service User's family, representatives, and appropriate agencies to plan further steps.

4. Charges & Invoicing

4.1 Standard Service Fees: Safebreaks Devon CIC's fees for day services are determined by the **Local Authority's authorised rate** for the type of support provided. This means the base rate for attending the Safebreaks day service (whether on a standard staffing ratio or one-to-one support basis) is set in accordance with the rate approved by the relevant local authority funding the placement. Any official uplifts or increases to the local authority's rates will be applied to all Service Users equally. The same rates and uplifts apply to Service Users who pay via Direct Payments or who self-fund (private clients), to ensure parity and fairness. (For example, if the Local Authority increases the standard day service rate by 5% for a new financial year, Safebreaks will increase the fees by the same percentage for private and Direct Payment clients as well.) Safebreaks will inform Service Users or their representatives of any changes in fees resulting from Local Authority rate changes or other necessary adjustments. We will typically provide notice (e.g., in writing or by email) of such changes in advance of them taking effect.

4.2 Additional Charges: While the standard day service fee covers attendance during normal operating hours (see Section 6.1), there may be additional charges in certain circumstances or for optional extras:

- **Extended Hours Support:** If a Service User is dropped off **before** the standard opening time or picked up **after** the standard closing time, Safebreaks may provide additional supervision (subject to staff availability). **Extra fees** will be charged for this extended care, proportional to the time and staffing required. (See Section 6.1 regarding early arrival/late pickup policy.) These additional fees will be calculated based on the prevailing hourly rate for support and will be added to the Service User's invoice.
- **Activities and Outings:** Most on-site activities at Safebreaks are included in the service. However, if a special external activity or outing is arranged that involves extra costs (for example, admission tickets, event fees, or travel expenses), Safebreaks will communicate these costs in advance and seek agreement from the Service User or their representative. Any agreed activity fees will either be collected in advance or added to the next invoice. Participation in optional cost-incurring activities is voluntary.
- **Meals and Refreshments:** Safebreaks may offer meals or snacks during the day service. If there is a separate charge for meals (for instance, a lunch provided on-site), Safebreaks will let the Service User or representative know the cost beforehand. The Service User may choose to bring their own meals to avoid such charges.
- **Damages:** Safebreaks understands that accidental damage can occur. We maintain insurance for major incidents. However, if a Service User **intentionally or negligently damages** Safebreaks property or equipment, Safebreaks reserves the right to require

the Service User or their representative to cover the reasonable cost of repair or replacement. This would be discussed on a case-by-case basis and an invoice for the damage cost would be provided if pursued.

4.3 Invoicing Procedure: Safebreaks will issue invoices for services on a **monthly** basis. Invoices are typically generated during the **last week of each month** and will detail the charges for that month's sessions and any additional fees incurred (as outlined in 4.2). Invoices are sent via email to the Service User's representative or directly to the funding authority, as appropriate:

- If the Service User's placement is funded or commissioned by a Local Authority (or NHS or other funding body), invoices for the standard fees will usually be sent directly to that funding body, in line with their procedures. Any charges not covered by the Local Authority (such as certain additional charges in 4.2, if they are outside the scope of the funding) will be invoiced to the Service User or their representative.
- If the Service User is on Direct Payments or self-funding, invoices will be sent to the Service User or their designated representative. We currently use a digital accounting system (such as Sage) to generate electronic invoices that can be viewed online or as a PDF. If email is not suitable, alternative arrangements (like postal invoices) can be made on request. Each invoice will itemise each charge, clearly showing the dates of service attended, the type of charge (e.g., day service attendance, any early/late session fees, activity costs), the rate applied, and the total amount due.

4.4 Payment Terms: Invoices are due for payment within 14 days of the invoice date (usually 14 days from receipt, if sent immediately). Payment can be made via the methods indicated on the invoice (typically bank transfer; we will provide our bank account details on the invoice). It is the responsibility of the Service User or their representative to ensure timely payment. If there are any issues or disputes with an invoice, you should contact Safebreaks **immediately** (and in any event before the payment due date) to discuss and resolve the query. Failure to pay an invoice on time, without prior arrangement or dispute raised, will constitute a breach of this Agreement.

4.5 Late Payment and Non-Payment: If payment is not received by Safebreaks within 14 days as required:

- Safebreaks reserves the right to charge a **late payment fee** or interest on the overdue amount. In general, a **3% late payment surcharge** will be added to any fees that remain unpaid after the 14-day payment period. This surcharge will be applied on the next invoice or via a separate invoice for the late fee. (This is a one-time charge per invoice to encourage timely payment, not a recurring interest rate.)
- If an invoice remains unpaid beyond the due date, Safebreaks will contact the Service User or representative with a reminder. We understand that oversights happen, and we will attempt to work with families to avoid disruption of service. However, if **payment is persistently late or outstanding** and no acceptable explanation or payment plan is arranged, Safebreaks may **suspend the Service User's attendance** at the day service until the account is brought up to date. Safebreaks also reserves the right to ultimately terminate this Agreement and the Service User's placement for continued non-payment.
- The Service User (or representative) will be responsible for any additional costs incurred by Safebreaks in recovering overdue fees, including reasonable administration costs or legal fees, if applicable.

4.6 Cancellations, Absences, and Service Interruptions: The fees are based on the reserved placement, but certain circumstances affect whether a charge is made:

i. **Safebreaks Cancellation:** If Safebreaks cancels a scheduled session or is unable to provide the service on a day the Service User would normally attend (for example, due to insufficient staffing levels, facility issues, or any reason within Safebreaks' control), **the Service User will not be charged** for that cancelled session. Any such cancellation will be communicated as early as possible, and a credit or adjustment will be made on the next invoice as needed.

ii. **Unplanned Closures (Force Majeure):** If the day service cannot operate due to circumstances **beyond Safebreaks' control** – for instance, extreme weather events (snow, flooding), public health emergencies (e.g., a government-mandated closure or outbreak), or other force majeure events – the session will **still be charged** at the normal rate. This is because Safebreaks commits resources and holds the placement for the Service User. We will, however, endeavour to provide alternative support or makeup sessions where feasible, or otherwise mitigate the impact of such closures. Safebreaks will keep Service Users informed if such situations arise and when normal service will resume.

iii. **Service User Absence (Sickness or Other):** If a Service User does not attend on their scheduled day (including absences due to illness, holidays, appointments, or any other reason on the Service User's side), the session remains chargeable in full. Safebreaks operates on a placement-holding basis, and the Service User's spot and staffing are allocated whether or not they attend. (Please refer to Section 5 for our policies on Sickness & Absence, which includes guidelines on when not to attend due to illness. Even if not attending due to illness, the session fee is still payable as per this clause.)

iv. **Holidays and Planned Absence:** If a Service User plans to be away on certain dates (for example, family holiday), we request as much notice as possible. While the fees for those days will still apply, early notice allows Safebreaks to plan staffing and possibly offer ad-hoc respite to others if appropriate.

By enforcing the above policies consistently, Safebreaks can ensure financial stability and fairness for all service users, as our staffing and resources are arranged according to the number of placements regardless of attendance fluctuations.

4.7 Vehicle Use, Insurance, Mileage & Damage Liability All vehicles used by Safebreaks, whether **company-owned or staff-owned**, are **fully insured** for business use when transporting Service Users. In the event of an accident, the relevant **vehicle insurance policy** will be used to cover damages, subject to the insurer's terms and conditions.

Mileage Charges: If Safebreaks provides transport for a Service User (e.g., attending activities, community access, or other service-related travel), mileage will be charged at the **Local Authority's authorised mileage rate** or, where no set rate exists, at **£0.45 per mile**.

Mileage charges will be **invoiced alongside standard service charges** and are subject to the same payment terms as outlined in **Section 4.4 (Payment Terms & Late Payments)**.

- By using transport provided by Safebreaks, the Service User (or their representative) accepts liability for associated travel costs. Mileage charges will be itemised on invoices for transparency.

Damage Liability: If a Service User **intentionally or negligently** causes damage to a vehicle (including vandalism, malicious damage, or avoidable interior damage), the Service User (or their representative) may be invoiced for the reasonable costs of repair or cleaning. Any claims or disputes regarding vehicle-related charges must be raised within **14 days of invoicing**.

5. Sickness & Absence

5a. Health and Illness Policy: Safebreaks Devon CIC is committed to maintaining a healthy environment for all attendees and staff. We kindly ask Service Users and their families to partner with us in minimizing the spread of illness. **If a Service User is ill or exhibiting contagious symptoms, they must not attend the day service.** Attending while sick could result in widespread illness among other vulnerable attendees and staff. Many individuals at Safebreaks are at “high risk” due to complex health conditions, and even common illnesses can have serious effects. Additionally, high levels of sickness among staff or service users can force temporary closure of the service due to unsafe staffing levels or public health requirements.

5b. Common Illness Guidelines: Below are guidelines on common illnesses and the minimum exclusion periods (time a Service User must stay away from the service) to prevent contagion. These guidelines are in line with public health advice:

- **Diarrhoea & Vomiting:** Stay away until **48 hours after** the last episode of diarrhea or vomiting.
- **Conjunctivitis:** Stay away until **48 hours after** the last application of eye drops **or**, if no drops are given, 48 hours after the eyes have stopped producing discharge (green mucus).
- **Fever/High Temperature:** If the Service User’s temperature is **38.0°C or above**, do not attend Safebreaks. They may return **24 hours after** the fever has broken and the temperature has returned to normal. (If the resting temperature remains elevated or the Service User still seems unwell after 24 hours, please notify the manager and consult a doctor; we may require a longer absence or a doctor’s note in such cases.)
- **Impetigo:** Stay away until the rash has healed and **no new lesions** are appearing (generally this means until the crusting has gone and the skin is dry, usually about 48 hours after starting antibiotic treatment or as advised by a doctor).
- **Scarlet Fever:** Stay away until the Service User has completed the full course of antibiotics given by their doctor (typically 24-48 hours after starting antibiotics they are not contagious, but completion of treatment is required).
- **COVID-19:** Follow current public health guidelines. As of the date of this Agreement, our policy is that a Service User who tests positive for COVID-19 or has COVID-like symptoms should not attend until they have two consecutive negative lateral flow tests taken 24 hours apart, and at least 5-7 days have passed since symptoms onset (or as updated per government guidance). We will update families on any changes to COVID-related policies in line with national guidance.

These timeframes are general minimums; if the Service User still feels unwell after the exclusion period, please continue to keep them at home until fully recovered. Safebreaks may update these illness guidelines from time to time based on advice from health authorities. We will notify Service Users or their representatives of any changes.

5c. Reporting Absence Due to Illness: If a Service User is unable to attend due to illness, please inform Safebreaks as soon as possible (preferably by 9:00 AM on the day of absence, or earlier if known). This allows us to adjust plans for the day. While the session will still be charged (per Section 4.6iii), timely notification helps us maintain service quality for others. In cases of certain contagious illnesses (e.g., confirmed COVID-19, norovirus, etc.), Safebreaks may need to alert other attendees (without naming the individual) so families can be vigilant for symptoms.

5d. Illness During Service: If a Service User becomes visibly unwell or begins showing symptoms of a communicable illness while at Safebreaks, we will isolate them from group activities for their comfort and to avoid contagion, and we will contact the Service User’s emergency contact to arrange for them to be picked up as soon as possible. By this Agreement, the Service User’s representative agrees to promptly collect (or arrange collection of) the Service User in such a situation. Safebreaks staff will make the Service User as comfortable as possible while waiting but we are not equipped to provide nursing care. If the condition appears serious or life-threatening, Safebreaks will seek medical attention (e.g., call for an ambulance) as appropriate.

5e. Frequent or Recurring Illness: If a Service User’s attendance is frequently interrupted by illness or if they have a chronic contagious condition that poses a continuous risk to others, Safebreaks will arrange a meeting with the Service User or their representative to discuss how to manage going forward. It might be necessary to implement additional precautions, or in extreme cases, review whether the day service setting is appropriate for the individual’s health needs. Any decision to suspend or terminate the placement on health grounds would be taken with careful consideration and consultation with the Service User or representative and relevant healthcare professionals.

(Note: Please also see Section 4.6 for how absences due to sickness relate to charging. In summary, absences are generally charged, but Safebreaks notifies you here of health-related exclusion requirements for everyone’s safety.)

6. Opening Hours & Closure Dates

6.1 Standard Operating Hours: Safebreaks operates as a day service with set opening and closing times. **Our regular hours are 10:00 AM to 4:00 PM, Monday to Friday**, excluding announced closure days (see 6.2). Service Users should Arrive no earlier than 10:00 and be picked up by 4:00. The following policies apply to our operating hours:

- **Morning Drop-off:** Safebreaks opens its doors to Service Users at 10:00 AM. For insurance, staffing, and safety reasons, **we cannot admit Service Users before 10:00**. Staff use the time before 10:00 to prepare the facilities and conduct required briefings or setup, and our insurance coverage for client supervision starts at the official opening time. If a Service User arrives **early**, they and their accompanying person may be asked to wait until opening time. In the event of an **exceptional circumstance** where a Service User arrives significantly early and is unaccompanied (or there is an urgent need for us to take them in early for their safety), Safebreaks may admit the Service User before 10:00 as a one-off emergency measure. In such a case, **additional charges** for early attendance will apply (as outlined in Section 4.2), since Safebreaks must allocate staff specifically to supervise outside normal hours. Please note that repeatedly arriving before 10:00 is not permitted and may result in Safebreaks reviewing the placement if it becomes a consistent issue.
- **Evening Pick-up:** Safebreaks' day service ends at 4:00 PM. All Service Users must be collected by 4:00 PM (or transported home via arranged transport services by that time). If a Service User's transport or family is running late, it is important to inform Safebreaks as soon as possible. Safebreaks understands that on rare occasions unforeseen circumstances (such as traffic or emergencies) can cause delays. We will ensure the Service User remains safe after 4:00 in these situations; however, if **any Service User remains past 4:00 PM**, Safebreaks will charge for the additional care time required, in increments of 1 hour or part thereof, per Section 4.2. This "late pick-up" charge is to cover the cost of staff staying beyond their shift and facility use. If late pick-ups happen frequently or without reasonable cause, Safebreaks will discuss this with the Service User's representative and reserves the right to take further action (including potential suspension of service) to ensure our operating hours are respected.
- **Staffing Outside Hours:** Safebreaks schedules staff shifts based on the 10:00–4:00 service window. We do not routinely have staff available to supervise before or after these times. Therefore, adhering to the drop-off and pick-up times is critical for safety. Safebreaks is **not liable** for any incidents or accidents that occur if a Service User is left unsupervised outside our operating hours on the premises because they arrived early or were collected late (though staff will do their best to manage any situation that does arise).

In summary, **10:00 AM to 4:00 PM** are the times during which Safebreaks undertakes responsibility for Service Users each service day. Outside of these hours, we may not be able to accommodate individuals, and additional fees will apply for any agreed exceptions.

6.2 Bank Holidays and Other Closures: Safebreaks strives to operate throughout the year with minimal closures, in order to provide consistency and reliability for Service Users and their families. However, there are certain days when Safebreaks **may not be open**, due to public holidays or organisational needs. These closure days typically include:

- **Bank Holidays:** Safebreaks may not operate on UK bank holidays. (For example, typical bank holidays such as Christmas Day, Boxing Day, New Year's Day, Easter Monday, etc., are usually closure days.)
- **Festive Period:** Safebreaks generally closes for a short period around Christmas and New Year's, roughly aligning with the week of Christmas to New Year's Day. Exact dates vary year to year.
- **Staff Training Days:** Occasional days when Safebreaks closes to allow for staff training or development activities.
- **Essential Maintenance:** If major maintenance or improvements to the facility are required and cannot be done safely while Service Users are present, Safebreaks will schedule a planned closure day for this work.
- **Other Public Events:** Very rarely, Safebreaks might close for local public events or emergencies (for instance, if the local authorities declare an emergency day closure for certain services).

All **confirmed closure dates** (including bank holidays on which Safebreaks will be closed) are published on our website well in advance. We also provide these dates on our Website. For example, at the start of each calendar or financial year, Safebreaks will post a list of planned closure dates for that year on safebreaks.co.uk and have copies available upon request. It is the responsibility of the Service User or their representative to make alternative care arrangements for those days if needed, as Safebreaks will not be available.

Should a bank holiday occur on a day a Service User would normally attend, that session is simply not held (and not charged). If, for any reason, Safebreaks decides to **open** on a usually closed holiday (an unlikely scenario, but for example, if there were special one-off arrangements), we will communicate this opportunity and it would be optional for Service Users to attend. Otherwise, please assume bank holidays are non-service days.

If additional closure days arise unexpectedly (e.g., an emergency maintenance issue forcing a closure, or a public health directive), Safebreaks will notify Service Users or representatives as soon as possible via the communication channels in Section 2. Safebreaks will also update the website with such information. We will endeavor to re-open as soon as it is safe and practical to do so.

7. Placement Plans & Service User Information

7.1 Annual Information Updates: To ensure that Safebreaks can provide safe, effective, and person-centred care, we require up-to-date information for each Service User on a regular basis. **Each year**, Safebreaks will conduct a review of the Service User's needs and support plan:

- Safebreaks will provide review documents or a placement plan update form to the Service User or their representative **annually (typically every 12 months)**. This may include questions about any changes in health, medication, behavior support needs,

emergency contacts, or personal preferences. We ask that families or representatives complete and return these documents promptly (within 30 days of receipt, unless otherwise specified).

- **Timely Return Required:** If the updated information/review documents are not completed and returned within 30 days (from the date they were provided), Safebreaks may be unable to continue offering the service. In practice, this means **Safebreaks will not admit a Service User whose review documents are overdue**, because we cannot safely support someone if we suspect their information is out of date (for example, unknown changes in medication or mobility). The placement may be suspended until the required information is received. It is the Service User/representative's responsibility to inform Safebreaks of any changes in needs at any time, not just during the annual review.
- **Duty to Update:** Outside of the annual update cycle, the Service User or their representative must notify Safebreaks as soon as possible if there are significant changes such as new medical conditions, changes in medication or dosage, new allergies, changes in behavior or communication, or changes in emergency contact details. This obligation is ongoing. Safebreaks will not be responsible for any incident or harm that occurs as a result of information not being provided or outdated information that we were not made aware of. (For example, if a Service User has a newly identified severe allergy and Safebreaks was not informed, we cannot be held liable for reactions that could have been prevented with that knowledge.)

7.2 Information Collation and Care Protocols: Safebreaks gathers and collates the information provided by Service Users, their families, and professionals into a **placement plan** or profile for each individual. The purpose of this plan is to give Safebreaks support workers a clear overview of the Service User's needs, preferences, and the support strategies to be used while at Safebreaks. Safebreaks' role is **to compile and follow the guidance and instructions given by families and qualified professionals**; Safebreaks **does not create specialist care protocols** on its own that would require advanced medical or clinical knowledge. In practical terms:

- If a Service User has specific medical or behavioral support protocols (for example, a seizure management plan, a positive behavior support plan, or a physiotherapy exercise routine), these should be provided to Safebreaks by the appropriate specialist (e.g., an NHS clinician, psychologist, or therapist). Safebreaks will incorporate these documents into the Service User's placement plan and ensure that our support staff are aware of them and understand their responsibilities in following them.
- Safebreaks staff will be briefed on the content of each Service User's placement plan, but staff **are not medical or specialist experts** beyond their training. For instance, Safebreaks can remind a Service User to take medication and even assist with administration if properly trained (see specific conditions in 7.3), but Safebreaks will not design a complex medication regimen—that is the role of healthcare professionals. Similarly, if a Service User has behaviors that require a specialist intervention technique, Safebreaks expects that an external professional will guide how to handle those situations, and we will follow that guidance.
- By collating information, Safebreaks ensures consistency: every support worker has a summary of the important details for each person (likes/dislikes, communication methods, important health information, etc.). This improves the quality of care and safety. However, any **advanced protocols or emergency medical plans** are to be provided to us — Safebreaks **does not** diagnose conditions, prescribe treatments, or independently create intervention plans that require clinical judgment.
- In summary, Safebreaks will manage and use the information provided to support the Service User to the best of our ability, but **specialist input remains the responsibility of the Service User, their family, and the appropriate professionals**. If at any time Safebreaks feels that we do not have adequate information or expertise to safely support a Service User (for example, a medical condition becomes too complex), we will communicate this concern and, if necessary, invoke a review of the placement (which could lead to termination if a safe solution cannot be reached – see Section 8.5).

7.3 Specific Health and Support Needs: Some Service Users have particular health conditions or support needs that require additional documentation or arrangements. Safebreaks expects that certain **specific protocols or information** will be provided for the following, if applicable to the Service User:

- **Epilepsy:** If a Service User has epilepsy or a seizure disorder, Safebreaks requires an up-to-date **Epilepsy Care Plan** or seizure protocol prepared by an appropriate health professional (e.g., an NHS epilepsy nurse or neurologist). This plan should detail the types of seizures, typical frequency, triggers, and specific actions for Safebreaks staff to take in the event of a seizure (including when to administer emergency medication, if prescribed, and when to call emergency services). It must also include any known warning signs and post-seizure care. Keeping this protocol current (at least yearly, or after any significant change in the person's condition or medication) is critical.
- **Medication Administration:** Safebreaks can assist with or administer routine medications during the day (such as a lunchtime dose), **provided that** all the following conditions are met: the medication is supplied in its **original packaging with an unedited prescription label**, the **expiry date** of the medication has not passed, the dosage and administration instructions are clear and match the prescription, and the medication is for a condition that Safebreaks staff are trained to support. We adhere to the "7 Rights" of medication administration: right person, right medication, right dose, right time, right route, right reason, and right documentation. The Service User or their representative must supply the medication and any necessary administration equipment (e.g., oral syringes) in a ready-to-use form. **Safebreaks staff will document all medications given** and will require the Service User/representative to sign a medication consent form as part of the placement plan. Safebreaks staff reserve the right to **refuse to administer** any medication if: the above conditions are not met (for example, the packaging is unlabelled or instructions are unclear), if doing so would require medical knowledge beyond our training, or if the Service User refuses to take the medication. In any case of refusal (by the Service User or staff), we will notify the representative immediately and record the incident. *Note:* Safebreaks cannot administer invasive medications (such as injections or rectal diazepam for seizures) unless specifically agreed in advance, staff have been properly trained by a healthcare professional, and it falls within what an unregulated provider is allowed to do (see Section 8). We always operate under the guidance of the **Mental Capacity Act 2005**, ensuring that if a Service User lacks capacity to consent to medication, any decision to administer is made in their best interests and that their right to refuse (if they indicate refusal) is respected as far as possible while keeping them safe.
- **Personal Care Needs:** Safebreaks is **not a regulated personal care provider** (see Section 8.4), so our ability to assist with intimate personal care is limited. If a Service User requires personal care support (e.g., assistance with using the toilet, feeding, or other activities of daily living) as part of attending the day service, this must be discussed in advance. In general, we require that a **Personal Care Plan** and any Moving & Handling assessments be provided by the Service User's social worker, care

manager, or other relevant professional. The plan should detail what assistance is needed and any specific instructions (for example, use of hoists or specific continence care routines). The Service User or their family must provide all personal care supplies (such as continence pads, wipes, change of clothes, etc.) needed for the day. Safebreaks staff can **prompt and supervise** personal care and can assist to the extent that does not require clinical judgment (for instance, accompanying someone to a bathroom and providing general help is acceptable, but our staff are not nurses and will not carry out complex medical care tasks). Safebreaks staff always have the right to refuse to perform any personal care task that they are not trained for or that could put the Service User or staff at risk. Service Users also have the right to refuse support in personal care—if an individual declines assistance or a particular intervention, we will respect their choice and document the refusal, in line with the Mental Capacity Act 2005 principles. Frequent or significant personal care needs may trigger a review under Section 8.5, as Safebreaks must ensure we do not inadvertently engage in regulated activity.

- **Topical Medications & Sun Protection:** If a Service User needs a topical medication (such as a cream for a skin condition) applied during the day, this should be noted in their placement plan along with instructions from a healthcare professional. The cream must be provided in its original container with pharmacy or doctor's instructions. For **sun protection**, Service Users or their caregivers are expected to apply sunscreen to the Service User **before** arriving at Safebreaks on sunny days. Safebreaks staff will assist with re-applying sunscreen **only to exposed areas like the face, neck, and arms** as needed and if the Service User consents. We will not apply sunscreen to private areas, and we rely on appropriate clothing and hats to cover other areas. Safebreaks is not responsible for sunburn or effects of sun exposure if a Service User removes or refuses sunscreen, or if a Service User comes without adequate protection applied. We also ask Service Users/representatives to provide their preferred sunscreen (especially if there are allergies).
- **Risk Assessments for Activities:** Safebreaks conducts **dynamic risk assessments** for all activities, especially outdoor or higher-risk activities (such as trips to public venues, physical exercises, etc.). If a planned activity is deemed "high risk" for a particular Service User (for example, a Service User is very sensitive to heat and the activity is outdoors in hot weather), Safebreaks may decide that the Service User should **not participate or not attend** on that day for their own safety. In such cases, Safebreaks will consult with the Service User's representative. We may ask that the Service User be kept at home for the day or provide an alternative activity at Safebreaks that is safer. Any decision like this will be made with the Service User's best interests in mind and, if possible, in consultation with them (if they have capacity) or their representative. We will document any such incidents and the rationale. If these situations arise frequently (indicating we consistently cannot meet the Service User's needs in our normal program), we will need to review the suitability of the placement (see Section 8.5).
- **Other Specific Needs:** If there are **other health conditions or support needs** not covered above (for example, dietary needs due to diabetes, use of specific communication devices, etc.), they should be detailed in the placement plan. Safebreaks may implement additional protocols or request further information as necessary to safely support the Service User. For any areas where Safebreaks lacks training or experience, we may seek guidance or training (with consent) or require that external support be provided. In all cases, Safebreaks will follow organizational policy, good practice, and legislative requirements when supporting Service Users with specific needs. The information in the placement plan and these protocols are used to inform our staff and ensure consistency. We rely on the accuracy and completeness of the information provided to us.

8. Unregulated Service Provision and Limitations

8.1 Care Quality Commission (CQC) Status: Safebreaks Devon CIC operates as an **unregulated social care provider**. This means that we are **not required to register with the Care Quality Commission** because we do **not provide "regulated activities"** as defined by the Health and Social Care Act 2008. Our day service offers supervision, activities, and basic support to adults with additional needs, which falls outside the scope of CQC-regulated personal care or medical treatment services. By signing this Agreement, the Service User and their representative acknowledge that Safebreaks is not subject to CQC inspection or oversight and understand the implications of this status as explained in this section.

8.2 Scope of Service – No Regulated Activities: Safebreaks **does not conduct regulated activities** such as personal care tasks that involve assistance with eating, drinking, toileting, washing, dressing, or administering therapy in a way that legally requires CQC registration. While we do support individuals during the day, that support is limited to what an ordinary person (or support worker) can safely do without specialized clinical training or regulatory oversight. For clarity:

- Safebreaks staff **will not perform invasive medical procedures** (e.g., injections, catheterizations, tube feeding) or complex health interventions. If a Service User has such needs, those must be met by appropriate healthcare professionals or arrangements **outside** of their time at Safebreaks.
- Safebreaks staff do **not provide intimate personal care** such as bathing, full assistance with toileting, or changing of incontinence products, except possibly in emergency situations or minor assistive ways. Service Users attending Safebreaks are expected to either manage their personal care independently or have minimal assistance needs that Safebreaks can accommodate (such as prompting, directing, or providing a private space and supervision). **Routine personal care is not a part of Safebreaks' service offering.** If a Service User requires regular personal care support, it is the responsibility of the Service User or their family to arrange for a qualified care provider or personal assistant to address those needs separately from Safebreaks.
- Medication assistance by Safebreaks is limited to what is described in Section 7.3 (i.e., oral or topical medications that are routine and with clear instructions). Safebreaks does not prescribe or decide medications, and any medication administration we do is under the consent and direction provided by the Service User's healthcare professionals.

8.3 Training and Competency: All Safebreaks staff receive training appropriate to an unregulated care setting – this includes first aid, basic life support, medication awareness, safeguarding, health and safety, and support skills for learning disabilities and autism, etc. Our staff are **competent to provide general support and supervision**, facilitate activities, and respond to minor health issues (like first aid for small injuries or calling emergency services). However, our staff are **not required to hold clinical qualifications** (such as nursing degrees) because our service model does not include clinical care. By keeping within the boundaries of an unregulated service, we ensure that we do

not undertake tasks that we are not licensed or qualified to do. If a Service User's needs exceed our staff's training, we will address it as described below in 8.5.

8.4 Unregulated Service – Implications: As an unregulated provider, Safebreaks is **not inspected or monitored by CQC**. Instead, we are accountable through our contracts with local authorities (for funded clients), through local authority quality monitoring, and through general legal obligations (health and safety law, safeguarding duties, etc.). We still uphold high standards of care, but it's important for Service Users and families to understand that certain protections or avenues of complaint (such as CQC complaints processes) are not applicable for our service. Any concerns about our service quality should be directed to Safebreaks management or the relevant funding authority. (We have an internal complaints procedure to address any issues – this can be provided on request or is available on our website.)

8.5 Changing Needs and Termination for Regulatory Reasons: If at any point a Service User's needs change such that the service they require would become a **regulated activity**, Safebreaks will have to review the placement. For example, if a Service User develops a condition where they now need extensive personal care or medical intervention during the day, Safebreaks may not lawfully or safely be able to accommodate them within our unregulated setting. In such cases, Safebreaks will promptly communicate with the Service User or their representative and possibly involve the care manager/social worker. We will explore whether reasonable adjustments or additional support (like a visiting nurse or personal assistant, arranged by the family or authority) could allow the individual to continue at Safebreaks. However, if no safe solution within our unregulated scope is available, Safebreaks **may have to terminate the Service User's placement**. We will give as much notice as the situation allows (except in urgent cases where health/safety is immediately at risk, in which case removal could be immediate). This action is to ensure the Service User gets the appropriate level of care from a regulated provider if needed, and to keep other Service Users safe. Termination under this clause is not punitive; it is a reflection of our regulatory limitations. If termination occurs for these reasons, Safebreaks will assist in the transition process by providing information to the next provider as appropriate (with consent) and cooperating with the local authority or family to minimize disruption.

8.6 Liability and Insurance: Safebreaks maintains appropriate liability insurance for an unregulated care service (covering public liability, employer's liability, etc.). Safebreaks will exercise all due care and diligence in providing a safe environment and safe support. However, Safebreaks' liability to the Service User is limited to the extent permitted by law. We will not be liable for any loss or damage suffered by the Service User due to circumstances outside our reasonable control or due to information or facts that were not disclosed to us. This does not exclude liability for death or personal injury resulting from Safebreaks' negligence, or any other liability which cannot be lawfully limited or excluded. By agreeing to this contract, the Service User/representative acknowledges that they have disclosed all relevant information about the Service User's needs and that Safebreaks' services are suitable for those needs as disclosed. Safebreaks, in turn, agrees to provide the services with reasonable care and skill in accordance with this Agreement.

8.7 Complaints and Dispute Resolution: Any complaints or disputes regarding the service provided by Safebreaks should first be raised with Safebreaks management. We have a complaints procedure designed to address and resolve issues fairly and promptly. If a resolution cannot be reached directly with Safebreaks, the Service User or representative may involve the funding authority (if applicable) or seek independent advice (for example, from Citizens Advice or legal counsel). Note that since Safebreaks is unregulated by CQC, one cannot escalate complaints to CQC, but one can report serious concerns to the local authority or safeguarding teams if appropriate. Both Safebreaks and the Service User/representative agree to attempt in good faith to resolve any disputes arising from this Agreement. This Agreement is governed by the laws of England and Wales, and the parties submit to the jurisdiction of the English courts for any legal disputes that may arise.

Acceptance & Commencement: By either:

- (a) signing this Agreement, or
- (b) using or attending any Safebreaks service,

the Service User (or their authorised representative) confirms that they have read, understood, and agreed to abide by these terms and conditions. This Agreement takes effect from the first use of services and remains in force until terminated as per Section 8.5.

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