

Experts by Lived Experience Involvement Policy

Review date – September 2027

1. The purpose of this policy

- 1.1. Barnwood Trust wants its work to be directly informed by disabled people and people with mental health conditions. There are times when the Trust formally involves Experts by Lived Experience (EbLEs) in its work. This policy helps to ensure consistency and transparency within the Trust in how we involve and remunerate EbLEs.

2. Roles and responsibilities

- 2.1 EbLEs are not managed by a central point within the Trust, and it is the responsibility of anyone working with an EbLE to apply the terms of this policy in full.
- 2.2 It is the responsibility of the EbLE to adhere to the terms of their EbLE Agreement.

3. How does Barnwood Trust define an EbLE?

- 3.1 In the context of Barnwood Trust, an Expert by Lived Experience (EbLE) is a person with direct experience of disability, neurodivergence, mental health condition or unpaid caring responsibilities.
- 3.2 The role of an EbLE is to contribute to involvement projects based on their personal knowledge and experience rather than seeking to be representative of others.

4. The status of an EbLE

- 4.1 An EbLE is not a volunteer, staff member or contractor for the Trust. They are defined as someone receiving an optional hourly payment for their involvement.

- 4.2 Should the individual take on any further roles, which could be defined as a contracting, employed or volunteering role, they should be engaged in this role within a new capacity reflective of the status of that role.

5. How are EbLEs recruited?

- 5.1 All projects requiring EbLEs must begin with the creation of a clear brief.

This will include:

- project aims
- the scope of EbLE involvement
- specific experience, skills and knowledge required
- length of the project and session dates

- 5.2 Details of the project will then be shared with all Barnwood Circle members.

- 5.3 Expressions of interest are received in writing or verbally.

- 5.4 Barnwood staff responsible for the project will consider these expressions of interest and decide who to recruit.

- 5.5 EbLEs recruited to the project sign an EbLE Agreement (see Appendix 1) valid for their involvement in that project.

6. Compensation, reward and support costs for EbLEs

- 6.1 EbLEs are not entitled to pay or benefits from the Trust. However, as their contribution is so important to our work it needs to be recognised.

- 6.2 We offer a payment of £15.50 per hour to EbLEs. This amount is reviewed every 3 years.

- 6.3 It is the responsibility of EbLEs to manage these payments alongside any other income.

- 6.4 EbLEs must pay the appropriate tax and National Insurance on any income they receive that is above the individual's tax-free personal allowance to HMRC. This does not include direct reimbursement of reasonable expenses.
- 6.5 EbLEs should always be advised to seek professional independent advice in relation to tax and National Insurance contributions for their personal circumstances. Rules and guidance that come from HMRC are subject to change, and as such all EbLEs should be encouraged to regularly check the impact of receiving payments for Barnwood Trust activities with a professional advisory service such as Citizens Advice Bureau.
- 6.6 Barnwood Trust recognises that EbLEs may be in receipt of state benefits. The Trust aims to ensure that being in receipt of a state benefit does not constitute a barrier to being able to engage in our projects. All individuals who are interested in being an EbLE must be made aware of the benefit conditions that are required by the Department for Work and Pensions (DWP). The DWP recognises the role of EbLEs and understands that 'service user involvement' is not the same as work and should not be used to assess an individual's capacity to be able to undertake work.
- 6.7 Involvement payments may affect an individual's means-tested benefits. There is a risk that an individual's benefits can be stopped in circumstances where people fail to obtain the appropriate permission from DWP for earnings or failure to inform the DWP that 'service user involvement' work has been undertaken.
- 6.8 A named contact at the DWP can be provided to EbLEs to discuss personal circumstance relating to their benefits, on request.
- 6.9 Written confirmation of project involvement is available to EbLEs. Itemised remittance payment slips are provided at the point of issuing payments.
- 6.10 If an EbLE has concerns about receiving an involvement payment with regard to their employment status, their personal taxes or their receipt of state benefits, they should discuss this with the project lead on an individual basis and may opt out of payment if they choose to.

- 6.11 Should an EbLE require personal support (such as a personal assistant or interpreter) to participate in a project, the costs of support relating to involvement in the project will be met by Barnwood Trust.
- 6.12 EbLEs should not be out of pocket due to their contribution to Barnwood Trust. As such, they are eligible for the reimbursement of expenses in line with the Trust's expenses policy. This does not affect benefits.
- 6.13 If an EbLE requires equipment to support their involvement, such as IT equipment to attend online involvement activities, this will be considered on a case-by-case basis.
- 6.14 Remuneration will normally be made by BACS transfer to the individual.

8. If things go wrong

- 8.1 If an EbLE is unhappy with their involvement experience with the Trust, concerns should be raised and managed using the Trust's Complaints Policy.
- 8.2 The Trust can end an EbLE's involvement at any time. Reasons for doing so will be discussed with the individual wherever possible.

7. Related policies and procedures

Organisational Involvement

Pay and Benefits

Safeguarding

Whistleblowing

Volunteering

Contractors

Expenses

Data Protection

Complaints

Appendix 1

Expert by Lived Experience Agreement – Part 1/2

Expert by Lived Experience: [\[Insert name\]](#)

Date:

Name of Project:

Project Sponsor	
Project Lead	
Other Barnwood team members involved in project	
Project overview	
As an Expert by Lived Experience your involvement will be:	• Attending a minimum of X meetings • Reading emails and preparing for meetings, or attending optional preparation meetings where available • Contributing your ideas and suggestions to the project, drawing on your experiences
Time commitment	List dates and times of planned meetings [Include additional 1-1.5 hr per session, for liaison, reading and preparation time.] For this project we are estimating a total of [INSERT] hours EbLE work, to include preparation for meetings and any feedback conversations during the process.
Any other information	[Include details of how many other people will form the project team, plus additional relevant information]

Expert by Lived Experience Agreement – Part 2/2

Expert by Lived Experience: [\[Insert name\]](#)

About this Agreement

This agreement outlines what you can expect from Barnwood Trust, and what we ask of you as an Expert by Lived Experience.

This agreement is not intended to be legally binding, nor is this agreement intended to create an employment or worker relationship between Barnwood Trust and you either now or at any time in the future. Its sole purpose is to clarify the basis on which you have agreed to be involved in a Barnwood Project as someone with lived experience which is relevant to that project.

Your involvement with Barnwood Trust as an Expert by Lived Experience

- If you decide not to continue in your involvement with Barnwood Trust at any time please just let your project lead know. Either party may cancel your involvement at any time at their discretion.
- EbLEs Partners have the option to receive an involvement payment of **£15.50** per hour should they so wish.
- Barnwood Trust will cover all reasonable out of pocket expenses incurred in connection with your involvement in the project for us in accordance with our Expert by Lived Experience policy.

What you can expect from us

- An introduction to the organisation.
- An overview of co-design and your role in the project.
- A named project lead for the project you are involved in, who you can contact about any queries or questions. See the cover sheet for more details.
- Appropriate support to enable you to take part in the project.

- Written confirmation of your project involvement and itemised receipts for any EbLEs hourly payments received.

Important information

- For the avoidance of doubt, nothing in this agreement shall be deemed to form a contract of employment or engagement between yourself and Barnwood Trust. This agreement covers your involvement as an EbLEs on a short-term basis for the project and time period specified in the cover sheet to this agreement.
- Payments may affect any state benefits you receive. There is a risk that benefits can be stopped in certain circumstances if you fail to get permission for earnings, earn over the limit or fail to inform job centre of activity. Reimbursed expenses are ignored and do not affect benefits.
- We can give you contact details for someone at the Department for Work and Pensions (DWP) to give you advice and support you with providing information to the DWP relevant to your individual circumstances. Ask us to provide these contact details if you would like them.
- We advise all EbLEs to seek professional independent advice in advance of undertaking any involvement with Barnwood Trust to ensure that involvement does not have any negative repercussions on your income.

Confidentiality

- In the course of your voluntary involvement in co-production you may come across confidential information about the organisation, its staff, beneficiaries and their carers. You must respect this confidentiality and not use the information for your own benefit or disclose the

information to any person either during or after your involvement in the project, except where required or permitted to do so by law.

By signing this agreement, you are committing to do the following:

- To be responsible for paying your own tax or N.I. contributions, if liable.
- To be responsible for notifying the DWP or local council if you get any benefits that could be affected by this income.

Signatures

Signed (EbLE):

Date:

Signed (on behalf of Barnwood Trust):

Date: