



Experts by Experience Policy

1. The purpose of this policy

- 1.1. Barnwood Trust would like all of our work to be directly informed by disabled people and people with mental health challenges. In many cases this will happen informally, through conversations with staff, partners and within the community. There are also instances where the Trust formally involves people with lived experience in projects. Individuals who are involved in our work in this formal way are commonly defined as 'Experts by Experience' and this document sets out Barnwood Trust's policy in relation to these Experts by Experience.
- 1.2. This policy sits alongside Barnwood Trust's policies relating to volunteering, employment and the engagement of contractors, all of which seek to maximise the number of disabled people and people with mental health challenges who work for and with the Trust.
- 1.3. This policy seeks to maximise consistency and transparency within the Trust in how we work with Experts by Experience.

2. Roles and responsibilities

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

3. How does Barnwood Trust define an Expert by Experience?

- 3.1 The role of an Expert by Experience is to contribute their own knowledge and experience rather than to seek to be representative of others.
- 3.2 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.

4. The status of an Expert by Experience

- 4.1 An Expert by Experience is not a volunteer, staff member or contractor for the trust. They are defined as people receiving payment for involvement.

5. How are Experts by Experience taken on?

- 5.1 All projects requiring an Expert by Experience should begin with the creation of a clear brief for the overall project, providing clear parameters for the involvement of Experts by Experience. This should include specific experience as required by the project, what engagement methods will be used, the length of the project and the overall aim of the project.
- 5.2 The project brief will then be shared by Barnwood Trust to invite participation from a wide range of individuals as relevant to the project. Expressions of interest should be received in writing or verbally.
- 5.3 The Barnwood staff member responsible for the project involving Experts by Experience should then consider these expressions of interest and communicate appropriately with those who are interested to let them know next steps.
- 5.4 Experts by Experience who are engaged for the project should sign an Expert by Experience Agreement (see Appendix 1) which is valid only for their involvement in the project they have been engaged for.

6. Compensation, reward and support costs for Experts by Experience

- 6.1 Experts by Experience are not entitled to regular pay or benefits by the Trust. However, their contribution is extremely important to our work and as such should be recognised. For this reason, an involvement fee of £15 per hour will be paid to Experts by Experience.
- 6.2 Experts by Experience Partner must pay the appropriate tax and National Insurance on any income they receive that is above the individuals tax-free personal allowance to HMRC. For the avoidance of doubt, this does not include direct reimbursement of reasonable expenses.
- 6.3 Experts by Experience 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 the HMRC are subject to change, and as such all Experts by Experience should be encouraged to regularly check the impact of engaging in Barnwood Trust's activities with a professional advisory service such as Citizens Advice Bureau.

- 6.4 Barnwood Trust recognises that some Experts by Experience may be in receipt of state benefits. Barnwood 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 Expert by Experience must be made aware of the benefit conditions that are required by the Department for Work and Pensions (DWP). The DWP recognises co-production 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.
- 6.5 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 work has been undertaken. Reimbursement of expenses are ignored and should not affect benefits.
- 6.6 It is the responsibility of Experts by Experience to manage involvement payments within the context of any payments they may be in receipt of from the DWP, through employment and/or their personal taxes.
- 6.7 In the instance where an Expert by Experience 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.
- 6.8 Should an Expert by Experience require personal support, assistance or an interpreter in order to participate in the project, the costs of this relating to involvement in the project will be met by Barnwood Trust. These individuals will also be eligible to reimbursement of expenses incurred in the course of this work in accordance with Barnwood Trust's Expenses policy.
- 6.9 In addition to this, Experts by Experience 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 Barnwood Trust's Expenses Policy.

7. Related policies and procedures

Safeguarding
Whistleblowing
Volunteering
Contractors
Expenses
Diversity and inclusion
Data Protection

9. If things go wrong

9.1 If an Expert by Experience is unhappy with their experience with Barnwood Trust, concerns should be raised and managed using Barnwood Trust's Complaints Policy.

9.2 Should Barnwood Trust wish to remove an Expert by Experience from a project, they are at liberty to do so at any time, although where reasonably possible, the reasons for this should be explained to the individual.

Appendix 1: **Expert by Experience Agreement**

Expert by Experience: [Insert Name Here]

About this Agreement

This agreement outlines what you can expect from Barnwood Trust, and what we ask of you as an Expert by 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 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 absolute discretion.
- Experts by Experience Partners have the option to receive an involvement payment of £15.00 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 Experience policy.

What you can expect from us

- An introduction to the organisation.
- An overview of co-production and your role in the project.
- A named project lead for the project you are involved with who you can contact about any queries or questions.
- Appropriate support to enable you to take part in co-production activity.

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.
- 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 are able to support you with providing information to the Department for Work and Pensions and JobCentre Plus. We advise all Experts by Experience Partners 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.

Signed:

Date:

Signed on behalf of Barnwood Trust:

Date: