

CONSENTING FOR SERVICES: ADULT CLIENTS

New Zealand law requires every client referred to Safe Network to agree to receiving services, based on an understanding of what is involved. This is called “**informed consent**”. We need your informed consent before we start working with you, even if the court has ordered you to engage with our services.

This information sheet explains your rights, Safe Network’s policies around informed consent and how these apply for different client groups.

WHAT IS INFORMED CONSENT?

Informed consent is where you receive enough information about our services to:

- Understand what is involved
- Understand the potential benefits and risks from receiving our services
- Understand what your alternatives are, including the option to decline services
- Make a voluntary decision to participate in our services.

Some adult clients may not be able to make their own informed decision because they have an intellectual disability or are unable to fully understand what is involved in our services and what their options are. In those cases, informed consent must be provided by someone who can lawfully act on their behalf. This information sheet explains how Safe Network manages obtaining informed consent in those circumstances.



YOUR RIGHTS

1. You have the right to make an informed choice about the services you receive from Safe Network. You must give us your permission to proceed.
2. You have the right to decline our services, even if you have been mandated to attend Safe Network by the Court.
3. You are entitled to ask questions, seek clarification, consult with others, receive further information and ask for more time prior to making a decision.
4. You can withdraw or amend your consent at any time during the course of the services.
5. You have the right to limit or withhold consent for parts of the services provided.



OUR APPROACH TO INFORMED CONSENT

6. Unless there is clear evidence to the contrary, we will presume you are able (“**competent**”) to give informed consent for yourself. Where a client is not competent to make an informed decision, consent can be provided by those in a position to exercise it on their behalf, provided that they act in the best interests of the client.
7. We believe that the risks from taking part in our services are negligible. If you have been recommended for our services, we believe it is in your best interests to take part in these.
8. While consent may be verbal or in writing, we require written consent from you before we start.
9. After we have explained our services to you, you will have up to a week to consider your options, consult with others and ask follow-up questions. We may withdraw the offer of services after a week if consent has not yet been provided.
10. If after starting with us you subsequently withhold or withdraw consent, we may halt your involvement with us and exit you from our services.

If you have been mandated to attend Safe Network by the Court and decline consent for our services, then we are not able to work with you.

We will inform your statutory officer of your decision within 2 working days and if consent is not provided within 5 working days, we will close your referral.

Limitation of consent

11. While you have the right to limit your consent or only provide partial consent for the services recommended for you, we are not required to agree to this.
12. We may decline to work with you where we believe that your limited consent undermines the quality of the service we can provide you or is impractical to apply.
13. If we have recommended you take part in a group-based service and you decline consent for this, we may choose to exit you from our services.

Withdrawal of consent

14. You may withdraw or amend your consent at any point in time, including after starting services with us. Withdrawal of consent may be provided verbally or in writing.
15. If you withdraw your consent, we will immediately stop providing services to you. You will be asked to confirm your withdrawal of consent in writing if you have not already done so.
16. If you have been mandated to attend our services by the Court, we will inform the responsible statutory agent that you have withdrawn your consent.

Clients with intellectual disabilities

17. If a client is not competent to consent for themselves, we will seek consent from either a statutory officer with authority to act on their behalf or from a competent guardian/caregiver.



Clients with literacy or language difficulties

18. If a client is unable to understand what they are being asked to consent to due to literacy or language difficulties, we will ask a family member or interpreter to explain the services to the client and confirm their consent.
19. If the consent agreement has been translated into another language for the client, the client may sign this as evidence of consent, provided that they also sign the English-language version of the agreement. The English language version shall have precedence.



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