



## CONSENT FORM

*Please read this consent form carefully, as it governs the professional/working relationship agreement between the social worker, and the client(s). If there is anything you do not understand or do not agree with, please contact the social worker via e-mail for assistance.*

### PRIVATE PRACTITIONER:

Name and Surname:	Estelle Basson
SACSSP Reg. Nr:	10-43855
Contact details:	072 441 7660
Office address:	

### SOCIAL WORKER CONDUCTING THE ASSESSMENT:

Name and Surname:	
SACSSP Reg. Nr:	
Contact details:	
Address:	

### REFERENCE NUMBERS:

Welfare Organization:	
Court file number:	
Court involved:	
SAPS case number:	
DSD file number:	

**Initial:** Social Worker: \_\_\_\_\_

**Initial:** Client: \_\_\_\_\_

**Initial:** Witness: \_\_\_\_\_

### **1) CONSENT REQUIREMENTS**

- a) Both biological parents / legal guardians must provide consent unless a valid court order grants sole authority to one parent.
- b) If a parent is unavailable or uncooperative, the consenting party must provide a legal document proving sole guardianship rights.

### **2) CONFIDENTIALITY & DATA PROTECTION (POPIA & GDPR COMPLIANCE)**

- a) Personal information will be collected, stored, and processed in compliance with the Protection of Personal Information Act (POPIA) 4 of 2013 and, where applicable, the General Data Protection Regulation (GDPR).
- b) Data will be securely stored for the duration of the case and six (6) months thereafter to allow for any necessary legal reviews.
- c) Information will only be shared with relevant third parties (e.g., courts, attorneys, psychologists, police) on a strict need-to-know basis and in line with legal and ethical requirements.
- d) Clients have the right to access their personal data, request corrections, or withdraw consent for non-mandatory processing at any time.
- e) The social worker cannot be held responsible for any loss, theft, or unauthorized use of personal data once it has been shared with authorized third parties in good faith.

### **3) CLIENT'S CONSENT DECLARATION**

- a) The undersigned give permission to have the child/ren interviewed by the social worker. The undersigned also give permission to have the social worker record the session(s). By signing this document, the undersigned consent to audio/video recordings being used solely for professional purposes and stored securely.
- b) The undersigned acknowledge that the social worker has a legal obligation to report child abuse to the South African Police Services (SAPS) and Department of Social Development, in terms of:
  - a. **Section 110 of the Children's Act, Act 38 of 2005 and**
  - b. **Section 54 of the Sexual Offences Act, Act 32 of 2007**

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- c) Reporting will be done when the social worker has knowledge that a sexual offence has been committed against a child in the format of a SAPS statement & Form 22.
- d) This legal obligation overrides confidentiality agreements.
- e) The undersigned confirms that he/she cooperate in the process out of her/his own free will and understand the process that will be conducted. The undersigned, furthermore, consent to be interviewed by the social worker.
- f) The undersigned understands that the social worker will be impartial, and objective and that the recommendation might not be in the client(s) favour. The purpose of the investigation is to act in the **best interest of the child(ren)**.
- g) The appointed social worker may interview the client/s jointly, or individually and/or with their child/ren as deemed appropriate, and necessary by the social worker. The timing, frequency and duration of the meetings are determined by the social worker.
- h) The social worker may communicate by way of joint or separate in-person, or e-consultations, e-mail, or any other form of communication at the sole discretion of the social worker.
- i) The undersigned consent for the social worker to meet and/or consult with any person deemed relevant by the social worker.
- j) The undersigned take note that the social worker utilises standard operational procedures, and methodology that is fair, and transparent to client/s and the court.
- k) Each client(s) is provided the opportunity to participate in the process. Should one client refuse to cooperate after notice, the social worker reserves the right to continue to fulfil the mandate, or withdraw from the process.
- l) The undersigned understands that the social worker is conducting an objective neutral evaluation and understand that the social worker is in no way any parent/parties to the matters' representative.
- m) The undersigned acknowledge and understand that no feedback will be provided until finalisation of the investigation – neither to the parents and/or any other party.
- n) The undersigned hereby give consent to the social worker that, if necessary, she may discuss the matter with other professionals for the purpose of this enquiry exclusively.

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The undersigned understands that the social worker works in a multi-professional team and that other experts may be involved in this process as indicated.

- o) The social worker must report to law enforcement or other authority, if she believes a parent or child is at risk of harming him or herself, or at risk of harming someone else.
- p) The undersigned acknowledge, and agree that the social worker has the requisite professional qualifications, and skills to provide the services for the enquiry. The undersigned have taken note of the appointed social worker's CV and acknowledge that she is suitably qualified and meets the expected requirements.
- q) The undersigned acknowledge that the social worker must have access to all documentary information necessary to fulfil her mandate. It remains the responsibility of the client/s to hand all relevant documentation to the social worker, to develop insight into the problem/case matter. The social worker will be the owner of such documentation provided by the client/s. Should any documentation be handed out to clients for completion, it will remain the responsibility of the client to return the completed documentation for the attention of the social worker.
- r) The undersigned acknowledges that the social worker may request that he/she need to go for the relevant alcohol/drug tests, and psychological evaluation/assessment as part of the investigation.
- s) The undersigned acknowledges that the social worker is independent, and solely responsible and liable for her professional conduct. The undersigned acknowledges complaints about professional misconduct can be reported to the South African Council for Social Services Professions (SACSSP). The undersigned furthermore take note that the social worker have the right to lay a civil / criminal charge against the undersigned, should she be found not guilty.
- t) The social worker shall not be held responsible for any consequences arising from recommendations unless gross negligence, or misconduct is proven.
- u) The undersigned understands that no guarantee is provided regarding the outcome of the social worker's investigation and that the Courts hold the authority to make the final decision.

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#### 4) DISCLOSURE OF INFORMATION

- a) The social worker aims to protect the personal information of clients as far as possible, however, the social worker cannot accept responsibility of distribution or loss of personal information of the client by any 3rd party to whom the social worker has entrusted the information on good faith as described in the following table.
- b) With this in mind, the client consents that confidential information may be disclosed to the following persons/service provider with the purpose of benefiting the client, in services to be rendered to the minor child(ren), and family:

Person / Organization	Purpose
<ul style="list-style-type: none"> <li>Legal representative</li> </ul>	In the event of a case where legal action is taken against the social worker by a client, or 3 <sup>rd</sup> party.
<ul style="list-style-type: none"> <li>Court - Department of Justice</li> </ul>	In assisting the Court when investigating matters pertaining children, and families.
<ul style="list-style-type: none"> <li>Department Of Social Development (DSD)</li> </ul>	Copies of all required reports will be provided to DSD, when reporting a case of Child abuse, or neglect in terms of Section 110 of the Children's Act, 38/2005.
<ul style="list-style-type: none"> <li>SAPS</li> </ul>	Copies of all required reports will be provided to SAPS, when reporting a case of Child abuse, or neglect in terms of Section 110 of the Children's Act, 38/2005.
<ul style="list-style-type: none"> <li>School / Educational institution</li> </ul>	For the benefit of the service delivery process of the client concerned.
<ul style="list-style-type: none"> <li>CYCC</li> </ul>	For the benefit of the service delivery process of the client concerned.
<ul style="list-style-type: none"> <li>Alternative care parent(s)</li> </ul>	For the benefit of the service delivery process of the client concerned.
<ul style="list-style-type: none"> <li>Psychologist/ Therapist(s)</li> </ul>	For the referral and receipt of specialized services to the benefit of the client.
<ul style="list-style-type: none"> <li>Family advocate</li> </ul>	For the referral and receipt of specific services to the benefit of the client.
Any other person or service provider to assist the client in service rendering and developing the clients to their best potential.	

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**5) RELEVANT COSTS**

- a) The undersigned received the updated Fee structure (2026), and is responsible for the payment of the services rendered per invoice.
- b) The social worker does not take any responsibility for medical aid claims or submissions.
- c) Payments are non-refundable for services rendered.
- d) The undersigned acknowledges that court attendance, if required, incurs an additional fee separate from report writing costs.
- e) Should legal action be necessary to recover outstanding fees, the undersigned agrees to bear all associated costs, including legal costs, collection, tracing, and sheriff fees.
- f) The fee structure is merely an indication of the costs. Any additional time spend on the matter will be added to the final invoice.

**6) COMMUNICATION POLICY**

- a) All communication must take place via email and copied to all parties involved.
- b) The case will not be discussed before or after sessions, or telephonically.
- c) Appointment dates and times will be communicated with the person(s) responsible, via email/WhatsApp.
- d) After the following is received: consent form / court order, including proof of payment, appointments will be made.

**7) BEST PRACTICE**

- a) Cancellation of appointments must be made at least 48 hours in advance. Failure to cancel in time, a consultation fee will be charged. Services may be suspended due to non-payment.
- b) The social worker does not commence with report writing if the account is not settled in full. No report will be issued to any party if full payment has not been received for the investigation, report writing, and any other services rendered.
- c) The social worker's recommendations are not open for negotiation.

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- d) Reports will be electronically transferred to the Designated Social Worker/ Supervisor, or other professional person involved, on the discretion of the social worker.
- e) Reports will be issued 4-6 weeks after the final session, depending on the complexity of the case, and in cases when the report was peer-reviewed.
- f) Alternatively, a panel will be scheduled with all parties involved for feedback.
- g) Reports will not be shared on social media, or online platforms. Any unauthorized publication of reports, case details, or the social worker's information is strictly prohibited. Consent must be obtained before sharing the report with any third party (therapist, school, etc.).

## **8) TERMINATION OF MANDATE**

**The social worker holds the right to terminate an intervention at any given time, on the following grounds:**

- a) Poor conduct within consultation such as screaming, shouting, swearing, and any other negative verbal or physical mannerism.
- b) Intimidation, threats, or manipulation by the client(s) or their legal counsel.
- c) If the social worker perceives ethical concerns or ulterior motives from the client(s).
- d) Failure to attend scheduled appointments.
- e) The client(s) remains liable for all outstanding invoices upon termination.

## **9) SIGNATURES**

Should the client wish to revisit this form at a later stage or should feel dissatisfied with the information divulged, the following recourse can be followed:

- Discuss via email with the social worker in the context of this consent.

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