

Website Terms and Conditions of Use

SEND RAPID RESPONSE

www.sendrapidresponse.co.uk

1. About Us

This website (www.sendrapidresponse.co.uk) is operated by Starfish Group Holdings Limited trading as SEND Rapid Response, a company incorporated in England and Wales ("we", "us", "our", "the Company"). Our registered office address and company number are available upon request.

SEND Rapid Response is a specialist education consultancy providing services in the field of Special Educational Needs and Disabilities (SEND), with particular expertise in Education, Health and Care (EHC) needs assessments, EHC Plans, statutory compliance, and SEND provision strategy.

You can contact us at: hello@sendrapidresponse.co.uk

2. Acceptance of These Terms

By accessing or using this website, you confirm that you accept these Terms and Conditions and that you agree to comply with them. If you do not agree to these terms, you must not use this website.

These terms apply to all visitors and users of this website, including those who browse, enquire, or purchase services. Where you are accessing this website on behalf of an organisation (such as a school, academy trust, or local authority), you confirm that you have authority to bind that organisation to these terms.

3. Definitions

In these Terms and Conditions:

"Website"	www.sendrapidresponse.co.uk and all associated sub-pages.
"Services"	The education consultancy and SEND advisory services described on this Website, including EHC application drafting, SEND provision audits, LA consultancy, and related deliverables.
"Client"	A parent, carer, school, academy trust, local authority, or other body that engages us to provide Services.
"Content"	All text, documents, templates, frameworks, guides, graphics, videos, and other material published on this Website.
"Services Agreement"	The separate written agreement governing the provision of Services to B2B clients, available upon engagement.

4. Services Offered

4.1 Services for Parents and Carers

We offer specialist support to parents and carers of children and young people with SEND, including but not limited to:

- Drafting and submitting EHC needs assessment requests to local authorities on your behalf.
- Reviewing and challenging draft EHC Plans.
- Providing written advice and guidance on the statutory SEND process.
- Supporting preparation for Annual Reviews and SEN Tribunal proceedings.

Our fee for drafting a full EHC needs assessment request is £750. All fees are stated inclusive of any applicable VAT where noted. Payment terms and refund conditions for individual parent services are set out in Clause 7 below.

4.2 Services for Schools and Academy Trusts

We provide project-based consultancy to schools, maintained schools, academies, and multi-academy trusts (MATs), including:

- Clearance of EHCP application backlogs as a fixed-fee project.
- Whole-school SEND provision audits and strategic improvement planning.
- Staff training and continuing professional development (CPD) on SEND legislation and compliance.
- Interim SENCO support and SEND leadership advisory services.

All school and trust engagements are governed by a separate B2B Services Agreement. Enquiries should be directed to hello@sendrapidresponse.co.uk.

4.3 Services for Local Authorities

We support local authorities with the management and quality assurance of EHC Plans, including:

- Drafting and reviewing EHC Plans to statutory standard.
- Clearing backlogs of outstanding EHCP work.
- Policy and practice advisory services.

Local authority engagements are governed by a bespoke Services Agreement and may be subject to public procurement requirements. Contact us directly to discuss your requirements.

4.4 Government and Policy Work

We are available to provide expert commentary and evidence submissions to central government bodies and parliamentary committees on matters of SEND policy and education law. Enquiries should be directed to enquiry@sendrapidresponse.co.uk.

5. Information on This Website

The information on this Website is provided for general information purposes only. While we take reasonable care to ensure the accuracy of the content, we do not warrant that it is complete, current, or free from error. Education law and SEND statutory guidance are subject to change; you should not rely solely on information from this Website for legal or professional decisions.

Nothing on this Website constitutes legal advice. Where legal advice is required, you should consult a suitably qualified solicitor or barrister.

6. Intellectual Property

All Content on this Website, including text, frameworks, templates, graphics, logos, and training materials, is the intellectual property of Starfish Group Holdings Limited unless otherwise stated. All rights are reserved.

You may print or download extracts from this Website for your personal reference only. You must not:

- Reproduce, redistribute, or republish any Content for commercial purposes without our prior written consent.
- Remove any copyright or proprietary notices from Content.
- Use any Content as the basis for training artificial intelligence systems or large language models.
- Sell, license, or otherwise commercialise any Content obtained from this Website.

Where we deliver documents, frameworks, or reports to you as part of a Service engagement, the intellectual property terms applicable to those deliverables are set out in the relevant Services Agreement.

7. Payment Terms and Consumer Cancellation Rights

7.1 Payment

Fees for Services are as stated on the Website or as agreed in writing. Payment is required prior to commencement of work unless otherwise agreed. We accept payment by bank transfer and other methods as notified to you on engagement.

Where you are purchasing as a consumer (an individual acting outside a business capacity), the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to your purchase.

7.2 Consumer Right of Cancellation

If you are a consumer and you purchase a Service online or at a distance, you have a statutory right to cancel within 14 days of the date of the contract (the "Cooling-Off Period") without giving a reason, unless the Services have been fully performed within the Cooling-Off Period with your explicit consent and acknowledgement that your right to cancel would be lost.

To exercise your right of cancellation, you must inform us in writing at hello@sendrapidresponse.co.uk before the expiry of the Cooling-Off Period. If work has commenced at your request during the Cooling-Off Period, you will be liable to pay a proportion of the agreed fee reflecting the work completed to the date of cancellation.

7.3 B2B Clients

No statutory cooling-off period applies to B2B engagements. Cancellation rights and payment obligations for school, trust, and local authority clients are governed exclusively by the applicable Services Agreement.

8. Data Protection and Privacy

We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Our Privacy Policy, available at www.sendrapidresponse.co.uk/privacy, sets out in full how we collect, use, and protect your personal data.

Where we are engaged to work on EHC applications for individual children, we act as a data processor in respect of the child's personal and special category data. We will enter into a Data Processing Agreement with the data controller (the school or the parent acting as our principal) as appropriate, and will not retain or use that data for any purpose beyond the agreed Service.

By using this Website and submitting enquiries, you consent to us contacting you in connection with your enquiry. We will not use your data for unsolicited marketing without your separate consent.

9. Limitation of Liability

Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other matter where it would be unlawful to limit or exclude liability.

Subject to the above, we are not liable for:

- Any loss or damage arising from your reliance on general information published on this Website.
- Any indirect, consequential, or special losses arising from use of the Website.
- Any interruption or unavailability of the Website.
- Any loss of data arising from your use of the Website.

Our total liability in connection with Services delivered to consumers shall not exceed the total fee paid for the specific Service in question. For B2B clients, liability is capped as set out in the applicable Services Agreement.

10. Third-Party Links

This Website may contain links to third-party websites, including government portals and educational resources. These links are provided for your convenience only. We have no control over those websites and accept no responsibility for their content or availability. The inclusion of a link does not constitute our endorsement of the linked website.

11. Changes to These Terms

We may update these Terms and Conditions from time to time by posting a revised version on this Website. The date of the most recent revision is shown at the top of this page. Continued use of the Website after any change constitutes your acceptance of the updated terms. We will notify existing Service clients of any material changes affecting their engagement.

12. Governing Law and Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the law of England and Wales. Any dispute arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales, except where mandatory consumer protection laws in a different jurisdiction apply.

13. Contact Us

If you have any questions about these Terms and Conditions, please contact us:

SEND Rapid Response (Starfish Group Holdings Limited)

Email: enquire@sendrapidresponse.co.uk

Website: www.sendrapidresponse.co.uk