

## Terms of Service Agreement - Special Needs Labyrinth Ltd.

Last Updated: 27<sup>th</sup> November 2025

Effective: 27<sup>th</sup> December 2025

### 1. Acceptance of Terms

By accessing or using the services, products, applications, or websites (collectively, the "Service") provided by **Special Needs Labyrinth Ltd.** ("**Company**," "**we**," "**us**," or "**our**"), you ("**User**" or "**you**") agree to be bound by these Terms of Service (the "**Terms**") and our **Privacy Policy**. If you do not agree to these Terms, you must not access or use the Service.

### 2. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms.

### 3. Nature of the Service

- a. **Special Needs Labyrinth Ltd.** provides support for families during the EHCP process, from writing initial EHC needs assessment requests, to reviewing draft EHCP following an EHCNA request or Annual Review, to writing Grounds of Appeal and completing appeal paperwork and completing Working Documents.
- b. Advisors working for **Special Needs Labyrinth Ltd.** are not legally qualified, unless stated, but will have completed legally based training with IPSEA and SOS!SEN. They will have lived experience and will continue to keep up-to-date with SEND related matters and training.
- c. **Special Needs Labyrinth Ltd.** are currently unable to manage Tribunal cases. It is your responsibility to ensure that the appeal is lodged with SENDIST and subsequent Case Directions are followed.
- d. **Special Needs Labyrinth Ltd.** will support and advise you of your options; however, it is your decision as to how you wish to proceed and we do not accept responsibility, should you choose to take an alternative course of action.
- e. **Special Needs Labyrinth Ltd.** will not advise on any matters that are beyond their expertise and will sign post you to an alternative and more appropriate service.

### IMPORTANT DISCLAIMER:

- **Non-Medical Advice:** The Service and any content provided are for **informational and educational purposes only**. We are **not** a licensed medical, psychological, or legal service. The Service is not a substitute for professional medical diagnosis, advice, treatment, or therapy. Always seek the advice of a qualified professional regarding any special needs, medical conditions, or legal matters.
- **Individual Results:** We cannot guarantee any specific outcomes or results from the use of Our Services. Individual results will vary. We cannot guarantee that

amendments proposed to the Local Authority (LA) or Tribunal will be accepted; however, proposals will be based on professional advice and reports, and we will do our utmost to promote the child's best interests and get this agreed.

#### **4. Payments, Billing, and Refunds**

**4.1 Pricing:** All prices, fees, and billing methods are posted on our website under 'our services' or communicated to you separately.

**4.2 Payment:** To book a service, you will be required to pay 50% upfront. Work will not commence on your assignment until payment has been received. The remaining 50% will be due on completion of the assignment. On receiving the full balance, the assignment will be released to you and our contract will be complete.

**4.3 Refunds:** We are unable to offer refunds once work has commenced on an assignment. Depending on how much work has been completed at the time of cancellation will determine whether further costs will be incurred.

#### **5. Insurance, and Registrations**

- **Special Needs Labyrinth Ltd.** is registered with Companies House (Company no. 16772799)
- **Special Needs Labyrinth Ltd.** is registered with the ICO
- **Special Needs Labyrinth Ltd.** has professional indemnity insurance, offering £500,000 of cover. By agreeing to these terms and conditions, you agree to this level of cover only.
- This policy must be read in conjunction with our Cookie and Privacy Policies.

#### **6. Communication**

**Special Needs Labyrinth Ltd.** will mainly communicate with clients using email. We do not accept responsibility for an errors or problems that may occur through email and you accept any risks associated with using email. Should you not wish to accept this risk, you must notify us, in writing, to that effect and we will endeavour to find a different way of working, agreeable to both parties.

**Special Needs Labyrinth Ltd.** will typically work on weekday mornings, term time only; however, may respond to emails outside of these hours. During term time, we aim to respond to communications within 3 working days. Should there be an exception, we will endeavour to notify you of any potential delays.

**Special Needs Labyrinth Ltd.** must be made aware of relevant deadlines at the time of booking, otherwise they cannot be held responsible, should a deadline be missed.

#### **7. Intellectual Property**

The Service and its original content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are and will remain the exclusive property of **Special Needs Labyrinth Ltd.** and its licensors. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of **Special Needs Labyrinth Ltd.**

## **8. Client Obligations and Compliance (Your Commitment)**

The **Client** ("you") hereby covenants and agrees to the following:

### **8.1 Agreement and Compliance**

You shall **strictly abide by and comply** with all terms and conditions set forth in this entire Agreement (the "Terms of Service").

### **8.2 Provision of Information and Data**

a. **Data Capture Form:** You shall complete the Company's data capture form accurately and to the best of your knowledge and belief.

b. **Key Dates:** You shall provide and confirm all material key dates and deadlines pertinent to the Service (including, but not limited to, deadlines imposed by the Local Authority or HM Courts & Tribunals Service) at the time of booking or engagement of the Service.

c. **Required Documentation:** You shall timely furnish all necessary, relevant, and accurate documentation, records, reports, and information required by the Company to ensure the work is completed correctly and effectively.

d. **Case Developments:** You shall immediately notify the Company of any material developments, changes, or new information pertaining to your case or the subject child/young person as soon as such information becomes available to you.

### **8.3 Deadlines and Alterations**

a. **Altered Deadlines:** Should any key dates or deadlines be altered during the provision of the Service, the Company shall utilise commercially reasonable endeavours to meet the revised deadlines.

b. **No Guarantee:** Notwithstanding the Company's efforts, the Company makes no guarantee that such revised deadlines can be met, and the Company shall not be held liable for any delay or loss arising from such deadline alterations.

### **8.4 Additional Charges**

Should the communication of new information or case developments pursuant to Clause 8.2(d) necessitate additional work or amendments to work already completed by the Company, the Company reserves the right to charge you for such additional time at the rate of £35 per hour, rounded up to the nearest fifteen (15) minutes. By continuing to instruct the Company after

receiving notification of the need for additional work, you agree to these supplementary charges.

## **9. Termination**

We may terminate any services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

## **10. Right to Decline Business**

We reserve the right to decline or discontinue services at our discretion if we determine that a potential or actual conflict of interest may exist. In such circumstances, the client will be entitled to a full refund of any payments received for services not yet rendered, and the agreement between the parties shall be deemed terminated without further obligation.

## **11. Limitation of Liability**

In no event shall **Special Needs Labyrinth Ltd.**, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage.

## **12. Complaints/ Disputes Resolution**

**Special Needs Labyrinth Ltd.** hopes that you are happy with the service provided. Should you have any issues, it is requested that these are addressed directly with us. We will look to resolve issues as follows:

**a. Negotiation:** **Special Needs Labyrinth Ltd.** is committed to working out any issues in good faith. In the event of a dispute, both parties agree to attempt to resolve it through negotiation.

**b. Mediation/Arbitration:** If negotiations are unsuccessful, either party may initiate mediation or binding arbitration in a forum mutually agreed to by both parties.

**c. Litigation:** If litigation is necessary, this Agreement will be interpreted based on the laws of the UK regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon county.

**d. Legal Fees:** The prevailing party, or "winner," will be able to recover its legal fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

## **10. Governing Law**

These Terms shall be governed and construed in accordance with the laws of England, without regard to its conflict of law provisions.

## **11. Contact Information**

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

### **Special Needs Labyrinth Ltd.**

32, The Crescent,

Letchworth

SG6 1SW

Email: [hello@sn-labyrinth.co.uk](mailto:hello@sn-labyrinth.co.uk)

By booking a service you are agree to all the above terms and conditions.