

# SENDS Support Advocacy Service

## Terms & Conditions

This document constitutes the agreement between the parties outlined in the Advice letter and is further defined by that letter.

### 1. Address for Service of Documents/Correspondence

SENDS Support CIC  
4 Clover Court  
Tibshelf  
Derbyshire  
DE55 5JA

Tel: 07525437294 / 07564924653

Email: [info@sends.org.uk](mailto:info@sends.org.uk)

### 2. Status of SENDS Support C.I.C

- 2.1 SENDS Support CIC works solely in the area of Special Educational Needs. We represent parents at meetings with schools and other professionals.
- 2.2 Its employees are not legally qualified. We do however have very considerable experience in this area of work accumulated over many years; further details are available within the CV section of our web site.
- 2.3 We believe that our advice and support will help you take informed, accurate and timely decisions about your child's future to enable you to become an effective partner in your child's education.
- 2.4 Where we do not have the expertise to deal with a particular issue then we will refer you on to the most appropriate provider.
- 2.5 We undertake to use all reasonable skill and care in our work on your case.
- 2.6 We will not be held responsible for any acts arising from the information supplied by you or others, which is incorrect or incomplete, or yours or others failure to act on our advice or respond promptly to communications from us or other relevant authorities.
- 2.7 You agree to indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with these Terms & Conditions.
- 2.8 You agree that you will not bring any claim in connection with services provided to you by SENDS Support CIC against any of our employees on a personal basis.

### 3. Use of Email and Messenger

- 3.1 In order to be as responsive as possible we will normally communicate with you via email or the Messenger service.
- 3.2 We do not accept responsibility for any errors or problems that may occur through the use of email or Messenger. All risks connected with the passage of such information shall be borne by you. If you do not

agree to accept this risk then you should notify us in writing that email/Messenger is not an acceptable form of communication.

3.3 We do not accept service or correspondence via encrypted email.

#### **4. Service Standard**

4.1 We will update you (by telephone or in writing) on the progress of your case as often as possible.

4.2 We will communicate with you in plain language.

4.3 We will explain to you (by telephone or in writing) the processes required as your case progresses.

4.4 We will update you regularly on the cost of your case.

4.5 We will update you on the likely timescales for each stage of this matter and any important changes in those estimates.

4.6 We will continue to review whether there are alternative methods by which your matter can be funded.

#### **5. Case Handler**

5.1 The case will be managed by the person named in the advice letter. Other members of staff may assist the case handler from time to time.

#### **6. Funding of Work**

6.1 All work at SENDS Support is done on a private costs basis. The work is not being done on a "no win no fee" or a "Conditional fee" basis.

6.2 Provided the work is done with reasonable skill and care, fees are due regardless of the outcome of the case.

6.3 We will invoice you monthly against the work carried out during that month.

6.4 When signing this agreement you are undertaking to pay your invoice within 30 days of the date of the invoice.

6.5 We will suspend work on the file if your invoice is not paid, in full, within 30 days of the date of the invoice.

6.6 Payment for attendance at any external meeting, including accommodation and transport costs, must be made before departure for the hearing/meeting.

6.7 All papers will remain the property of SENDS Support until the final invoice is paid.

#### **7. Costs**

7.1 We calculate our costs based on an hourly rate charged at £25 per hour. This rate is charged for all case work conducted from our office.

7.2 Where we attend in relation to a meeting, our hourly rate remains at £25 per hour. This is known as the Advocacy Rate.

7.3 We charge in 5-minute units. Each unit is charged at £3. All time spent on the case will be charged at that rate. As an example, if we speak on the phone for 9 minutes then that will be charged at the rate of 2 case work units = £6.

7.4 We will charge for the following at our standard hourly Case Worker rate:

- 7.4.1 Discussing the case with you and others as instructed
- 7.4.2 Reading and writing letters
- 7.4.3 Research
- 7.4.4 Preparing documentation (including Working Documents)
- 7.4.5 Day-to-day management of your case
- 7.5 We will charge for the following at our standard hourly case Advocacy rate:
  - 7.5.1 Preparation and attendance at any meetings or telephone conference, as instructed
  - 7.5.2 The associated expenses will be charged at cost (i.e. hotel accommodation, parking, taxis, train/tube fares)
- 7.6 This list is not exhaustive.
- 7.7 Mileage - In addition to the travel time, we will also charge mileage at a rate of 45p per mile or the standard rate train fare or a combination of the two covering travel to the mainline train station plus car parking and train fare. Mileage will be calculated using Google maps — fastest option.
- 7.8 Accommodation —All accommodation costs will be chargeable to the client before the meeting. We shall require to be accommodated in a Holiday Inn Express or equivalent as close to the venue as possible. Accommodation will not normally be necessary when the meeting venue is less than 2 hour's drive from Tibshelf, Derbyshire.
- 7.9 Food — We will charge for Dinner and Breakfast if not included in the rate. We will not charge for any alcoholic drinks.

## **8. Payment of Monies**

- 8.1 Cheques should be made payable to **SENDS Support CIC**.
- 8.2 We welcome payment though electronic banking.
- 8.3 Our account details are:

(For security our bank details have been removed from this internet version of the T&Cs). Our preferred method for receiving payment is via Bank Transfer, please contact our office for account details.

- 8.4 We will not issue a receipt unless specifically asked.
- 8.5 We would ask that you do not send cash through the post.

## **9. Recovering Costs from the Other Side**

- 9.1 As a general rule, with education cases, it is not possible to recover costs from the other side. You should, therefore, be prepared to bear the costs of the case on your own. It is very unlikely that you would have to pay

the other side's costs.

- 9.2 We would again stress that regardless of the final outcome of the case you remain personally liable for all costs incurred during our management of the case.
- 9.3 Should you decide to stop the case part way through you will become liable for all of our costs incurred to date. It is unlikely that you would have to pay the other parties' costs.

## **10. You Terminating SENDS Support Advocacy Involvement**

- 10.1 Initial Case Reviews only - The Distance Selling Regulations give you a right to cancel within 14 days of receipt of your payment to us, which we take as you instructing us to carry out an Initial Case Review on your child. Because our service to you will begin immediately (when we receive your payment and papers) you acknowledge that your right to cancel is lost.
- 10.2 Your right to cancel - We will consider a contract to have been formed when we receive a signed copy of the "Acknowledgement of Receipt" confirming you received our Initial Case Review letter and acknowledging our Terms and Conditions. You have 14 (fourteen) days from the receipt by us of that signed Advice letter to cancel the contract by writing to us at any of the contact points in para 1 above.
- 10.3 We will invoice you at the appropriate rate for any work that we have carried out during this time. We will then return any outstanding papers you have sent us.
- 10.4 Should you decide you do not want us to act for you at any other time you must put this in writing to us at any of the contact points noted in para 1 above. We will then invoice you for the work we have done. Until that invoice has been paid; we will retain all the papers.

## **11. SENDS Support Terminating our Involvement with You**

- 11.1 We may decide to stop acting if:
- 11.1.1 A bill or request for a payment is outstanding for more than 15 days
- 11.1.2 We are unable to obtain clear instructions from you
- 11.1.3 You require the case to be conducted unreasonably
- 11.1.4 There has been a breakdown of confidence between us
- 11.2 We will write to you notifying you of our intentions.
- 11.3 We will bill you at the appropriate rate for any work that we have carried out during this time. We will retain any papers until you have settled any outstanding invoices in full.

## **12. Hours of Business**

- 12.1 Our normal hours of business are from 8am to 8pm Monday to Friday. We are happy to discuss the case outside those hours and will answer urgent correspondence over the weekend.

### **13. Confidentiality**

13.1 Subject to certain statutory exceptions, we commit that everything you tell us will be kept strictly confidential.

### **14. General Data Protection Regulations/Data Protection Act 2018**

14.1 General Data Protection Regulations (GDPR) form part of the data protection regime in the UK, together with the Data Protection Act 2018.

14.2 A copy of our Privacy Notice is available upon request.

14.3 We use the information you provide primarily for the provision of legal services to you and for related purposes including:

14.3.1 updating and enhancing client records

14.3.2 analysis to help us manage our practise

14.3.3 statutory returns

14.3.4 legal and regulatory compliance

14.4 Our use of that information is subject to your instructions, the GDPR/Data Protection Act 2018 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as other professional advisers. You have a right of access under GDPR/data protection legislation to the personal data that we hold about you.

14.5 We may from time to time send you information which we think might be of interest to you in relation to the areas in which we work. If you do not wish to receive that information, please notify your case manager in writing.

14.6 We will not pass or sell your personal information to any other party.

### **15. Storage of Papers**

15.1 Any original papers (signed, not photocopies) received from you will be copied and returned during the course of the case. You will be charged for returning original documentation.

15.2 We would ask that you identify any original documents.

15.3 We will not accept papers for storage in "safe custody".

15.4 We will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

15.5 Following the conclusion of the case, and after all outstanding fees have been paid, we will keep our paper files for 3 (three) months.

15.6 After 3 (three) months the file will then be electronically scanned and stored. The paper files will be shredded and securely disposed of. We will not write to you advising you of this unless you specifically request this in

writing.

15.7 If we retrieve documents from storage in relation to continuing or new instructions to act for you, we will not normally charge for retrieval. However, we may charge you for:

15.7.1 time spent producing stored papers that are requested

15.7.2 reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

15.7.3 this work will be subject to an additional charge.

15.7.4 we will require payment for these actions before commencing the work.

## **16. Audit and Quality**

16.1 External firms or organisations may conduct audit or quality checks on this firm. These external organisations are required to maintain confidentiality in relation to your files.

## **17. Introductions and Referrals**

17.1 We do not pay or receive any form of commission or fee to any external expert or organisation.

## **18. Complaints**

18.1 If you are in any way dissatisfied with our work please write to us detailing the area of concern. You will receive a written response within 72 hours.

## **19. Applicable Law**

19.1 Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales, and considered exclusively by the English and Welsh courts.

## **20. Agreement**

20.1 Before we can start work, we need your agreement to our Terms & Conditions. Please read this letter carefully and then if you are content to be bound by the terms and conditions please sign and return one copy. We would also ask that you sign and return the Advocacy Permission Form without which we cannot act on your behalf.

**T&Cs V1 March 2019**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_