

Talking SENse!

Independent Advice, Advocacy and Support for Parents of Children
with Special Educational Needs and Disabilities



Talking SENse!

Terms and Conditions 01/04/2023

We are asking you to read and agree to these terms and conditions (T&Cs). By using our services, you are agreeing to these T&Cs.

1. Definitions used throughout these T&Cs.

Talking SENse! referred to as “we” or “us” or “our”

Parents referred to as “parents” or “you” or “your”

Work carried out by us on your behalf referred to as a “case” or “casework”

2. Talking SENse!

- 2.1 Talking SENse! is a registered charity providing independent low-cost advocacy, advice, support, and tribunal representation to parents/carers of children/young people with special educational needs and disabilities (SEND).
- 2.2 We aim to provide you (parents) with legally based information and next step advice. Where we do not have the expertise to deal with a particular issue, we will refer you on to another appropriate provider.
- 2.3 Advocates representing Talking SENse! are not legally qualified unless otherwise stated. There is no legal requirement for persons representing parents in appeals to the Special Educational Needs & Disability Tribunal (SENDIST) to be legally qualified. Our advocates are parents of children with SEND and have significant experience in supporting parents of children with SEND and the SEND framework—details are on our website.
- 2.4 All the information received by us is treated as confidential. The only exception to this is where we have grounds for believing a child is at risk. In such cases, we reserve the right to inform the appropriate authorities. We would tell you if we took this action.
- 2.5 We may monitor or record any communication between you and us for quality control, training, or publicity purposes.
- 2.6 We will not be held responsible for any acts arising from the supply of incorrect or incomplete information either by you or others, or you or others fail to act on our advice or respond promptly to communications from us or other parties.

- 2.7 We will not be held responsible for any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing.
- 2.8 You agree not bring any claim in connection with services provided to you by Talking SENse! or our advocates on a personal basis.
- 2.9 If you have any cause to complain about any aspect of our work, please write to the Chair of Trustees, Talking SENse! 75 Westbrook Avenue, Aldridge, Walsall, WS9 0BZ.

3. Use of Email

- 3.1 We usually communicate via email to be as responsive as possible.
- 3.2 We do not accept responsibility for any errors or problems that may occur using email. All risks connected with the passage of such information shall be borne by you. If you do not agree to accept this risk, you should notify us in writing that email is not an acceptable form of communication.
- 3.3 We do not accept service or correspondence via encrypted email.

4. Service Standard

- 4.1 Your case will be managed by an advocate representing us. We may outsource your case to another independent organisation in exceptional circumstances such as if your advocate needs to take bereavement leave.
- 4.2 We will update you on matters relating to your case as often as possible.
- 4.3 We will use statute, regulations, and guidance to compliment our knowledge and expertise to provide the best possible legally based advice and information to you.
- 4.4 We will respect your views and perceptions of your child regardless of our personal opinion.
- 4.5 Our hours of work are usually 9am to 5pm Monday to Friday however, we reserve the right to work outside of these hours in order to meet the demands upon the charity.

5. Funding of Work

- 5.1 All work at Talking SENse! is done on a private costs' basis. The work is not being done on a "no win no fee" or a "conditional fee" basis. Our fees are due regardless of the outcome of the case.

- 5.2 When you instruct us, we will invoice you regularly against the work carried out. You agree to pay your invoice within 28 days of the date of the invoice. Payment is usually made electronically – i.e. via BACS. Payment can also be made by cheque.
- 5.3 We reserve the right to suspend work on your case if your invoice is not paid, either in full or in part (as agreed by us), within 28 days of the date of the invoice.
- 5.4 All papers/electronic files will remain the property of Talking SENse! until the final invoice is paid.
- 5.5 Casework: The first time you contact us, we will provide 30 minutes of independent advice and information free of charge. This is known as the initial consultation. Thereafter, work is carried out at the rate of £40 per hour or part thereof. For example, if we spend 15 minutes reading and responding to an email, the cost will be £10. If we spend 30 minutes on the telephone, the cost will be £20, and so on.
- 5.6 Our casework rate is charged for the following:
- Discussing the case with you and others
 - Reading and writing letters
 - Reading and responding to emails
 - Drafting representations
 - Research
 - Day-to-day management of your case
 - Preparation for and attendance at meetings
 - Travel time

This list is not exhaustive.

- 5.7 Mileage: In addition to the travel time, we will also charge mileage at a rate of 46p 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.
- 5.8 EHCP Check: To check a draft, final, proposed amended, or amended final EHC plan, our fee is £105. For this, we will review the EHC plan and the reports that were used to write it, produce a report advising what information should be in the various sections and whether your plan meets the requirements, and make recommendations for amendments.
- 5.9 After the EHCP Check, if you need advice and information or, if you instruct us to draft your representations or, proofread your own drafted representations, this is 'casework' and you will be charged £40 per hour or part thereof.

5.10 SEND Appeals: Legal Aid is available for parents or young people over the age of 18 who may meet the financial threshold for eligibility. The scheme is administered through the Legal Aid Agency and is means tested. We do not have a contract to do legal aid cases. Parents should click <https://www.gov.uk/check-legal-aid> to check if you can get legal aid.

5.11 Our costs for a SENDIST appeal are fixed depending on the type of appeal, the amount of correspondence, and the quantity of hours spent on each appeal.

- Refuse to assess or reassess - £275
- Refuse to issue an EHC plan - £925
- Contents (Sections B & F or Section I alone) - £1,000
- Contents (Sections B, F & I) - £1,100
- Decision to cease to maintain an EHC plan - £1,100

5.12 We cannot guarantee that an appeal will be successful. We will advise you accordingly and, once you decide to proceed and instruct us, you also agree to pay our costs.

5.13 The appeals process to the SENDIST is a complex one involving many hours preparing a case and/or negotiating with your local authority the contents of the working document. In the interests of fairness, the following will apply:

- In the event that the other party (your local authority) does not oppose your appeal by week six of the appeals process, you are responsible for paying all our costs incurred to date.
- In the event that you decide to withdraw your appeal or, the other party (your local authority) concedes an appeal or, agreement is reached without the need for a hearing, you are responsible for paying the full fixed cost of the appeal.

5.14 Our appeal costs do not include the costs associated with instructing independent professionals e.g. psychologists and therapists, which may be required. Whilst we can assist in identifying independent professionals, arranging, and funding their work is your responsibility.

5.15 All accommodation costs for tribunal hearings will be chargeable to you. We shall require to be accommodated in a hotel or equivalent as close to the hearing venue as possible. Accommodation will not normally be necessary when the Hearing venue is less than 2 hour's drive from Walsall.

6. Ceasing our Work

6.1 Should you decide you do not want us to act for you, you should notify us in writing (incl email). We will invoice you for the work we have done. Until that invoice has been paid, we will retain any of your papers.

6.2 We may decide to stop acting for you if:

- An invoice or request for a payment is outstanding for more than 15 days.
- We cannot continue to act without being in breach of our duty to the SENDIST or any other body we may appear before.
- We are unable to obtain clear instructions from you.
- You require the case to be conducted unreasonably.
- There has been a breakdown of confidence between us.

6.3 If we decide to stop acting for you, we will write to you notifying you of our intentions. Where relevant, we will also write to the body we are preparing the case against and Tribunal/Respondent to advise them of our intention.

6.4 We will invoice 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.