

Talking SENse!

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



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Terms and Conditions

We (Talking SENse!) regularly review and update our terms and conditions (T&Cs). This current version was reviewed and updated following the publication of 'The use of representative in SEND cases: a guide for parents' which has been co-produced by legal professionals, SEND Parents and non-legal representatives. The guide has been shared on social media.

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

1. Definitions.

- 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”.
- Legal representatives usually refer to solicitors, barristers, and legal executives.
- Non-legal representatives refer to someone not legally qualified such as an advocate or SEND adviser.
- SEND refers to Special Educational Needs & Disabilities.
- SENDIST refers to the Special Educational Needs & Disability Tribunal.

2. Talking SENse!

- 2.1 Talking SENse! is a charity registered with the Charity Commission since 2013. We provide independent low-cost advocacy, advice, support, and tribunal representation to parents/carers of children/young people with SEND.
- 2.2 We are governed by a Board of Trustees, most of whom are parents of children with special educational needs and who have lived experience of the education system. The trustees determine the direction of the charity and provide support to the small team of advocates and advisers who advise and support parents.
- 2.3 There is no organisation which regulates the work of non-legal representatives such as advocates and advisers. Those advocates and advisers representing Talking SENse! are not legally qualified unless otherwise stated. Similarly, there is no legal requirement for persons representing parents in appeals to the SENDIST to be legally qualified. Our advocates and advisers 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 We aim to provide you (parents) with legally based information and next step advice. We know our limits and where we do not have the expertise to deal with a particular issue, we will refer you on to another appropriate provider.
- 2.5 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.
- 2.6 We may monitor or record any communication between you and us for quality control, training, or publicity purposes.
- 2.7 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.
- 2.8 We will not be held responsible for any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing.
- 2.9 You agree not bring any claim in connection with services provided to you by Talking SENSE! or our advocates and advisers on a personal basis.
- 2.10 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. Human Resources

- 3.1 Our advocates and advisers provide a huge variety of advice and support from assisting parents with paperwork, support at meetings, and representation in tribunal hearings. They therefore have the necessary experience, knowledge, and expertise to assist you—details are on our website.
- 3.2 Our advocates and advisers receive regular supervision.
- 3.3 We have in force, a complaints policy—available upon request.
- 3.4 We also have in force, an insurance policy.

4. Use of Email

- 4.1 We usually communicate via email to be as responsive as possible.
- 4.2 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.

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

5. Service Standard

5.1 Named person: Upon receipt of enquiries from parents, work is allocated according to the nature of the enquiry and the level of expertise of the advocate and adviser. For example, Ken is mostly experienced in tribunal appeals; thus, spends most of his time representing parents in appeals to the SENDIST. Rachel supports parents with non-tribunal related matters such as providing free 30mins advice sessions, EHC needs assessment requests, annual reviews, developing bespoke timetables, EOTAS packages and personal budget requests, and complaints against LAs.

5.2 Your case will be managed by an advocate or adviser representing Talking SENse! and who will update you on matters relating to your case as often as possible.

5.3 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.

5.4 We will respect your views and perceptions of your child regardless of our opinion.

5.5 Our hours of work are usually 9am to 5pm Monday to Friday however, we reserve the right to work outside of these hours to meet the demands upon the charity.

5.6 Testimonials: Many parents send emails or post on social media their appreciation of the services we provide. As well as sharing testimonials on our website, we frequently share testimonials on our social media platforms.

5.7 We frequently hear from parents who tell us we have been recommended to them by other parents as well as academy trusts and schools. We also hear direct from SENCOs requesting help for parents who have been refused an EHC needs assessment and/or EHC plan. We consider referring Talking SENSE! to a friend or other parent is one of the highest compliments to receive.

6. Fees

6.1 We are a small charity aiming to support as many parents as we can. The charity is a lifeline to so many and we aim to keep our fees to a minimum.

6.2 All work at Talking SENse! is done on a private costs' basis. We do not operate a "no win no fee" or a "conditional fee" policy. Our fees are due regardless of the outcome of the case.

- 6.3 Parents are at liberty to check if our fees are in line with what other similar organisations charge for the same work before deciding to instruct us.
- 6.4 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. We also offer parents the option of paying in instalments. Payment is usually made electronically – i.e. via BACS. Payment can also be made by cheque.
- 6.5 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.
- 6.6 All papers/electronic files will remain the property of Talking SENse! until the final invoice is paid.
- 6.7 Casework: The first time you contact us, if it is appropriate, 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 £45 per hour or part thereof. For example, if we spend 15 minutes reading and responding to an email, the cost will be £11.25. If we spend 30 minutes on the telephone, the cost will be £22.50, and so on.
- 6.8 Our casework rate is charged for the following (but not limited to):
- 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
- 6.9 EHCP Check: To check an 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.
- 6.10 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 £45 per hour or part thereof.
- 6.11 SENDIST Appeals: Legal Aid is available for parents or young people over the age of 18 who may meet the financial threshold for eligibility. While it doesn’t cover representation at a tribunal hearing, it can cover the costs of all preparations beforehand. The scheme is administered through the Legal Aid Agency and is means tested. We do not have a

contract to do legal aid cases. To check if you are eligible for legal aid, you should contact Civic Legal Advice on 0345 345 4345. Further information is available at: www.gov.uk/civil-legal-advice

6.12 Our fees for SENDIST appeals are capped which means, there is a maximum amount you will pay depending on the type of appeal, the amount of correspondence, and the quantity of hours spent on each appeal.

6.13 Each appeal is unique and is likely to require different amounts of time. The following table shows an average amount of hours required for different appeal types, the approximate cost charged at our hourly rate of £45 per hour and the actual fee that we charge:

Type of appeal	Average amount of hours required	Approximate cost charged at £45 per hr	Actual cost charged to parents
Refuse to assess or reassess	20	£900	£275
Refuse to issue an EHC plan	30	£1,350	£925
Contents of an EHCP (Sections B & F or Section I alone)	40	£1,800	£1,000
Contents of an EHCP (Sections B, F, and I)	40	£1,800	£1,100
Cease to maintain an EHCP	50	£2,250	£1,100

6.14 Extended appeals relate to challenges against the health and/or social care sections of a final EHC plan. The fees for extended appeals are absorbed into the fees for contents appeals – i.e. we do not charge extra for extended appeals.

6.15 Our fees 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.

6.16 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 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, your local authority concedes an appeal or, agreement is reached without the need for a hearing, you are responsible for paying the full capped fee of the appeal.

6.17 “Will we win” is often the question posed by many parents who instruct us. We always take due care and attention so as not to raise parents’ hopes and dreams and advise them that the SENDIST is an evidenced based tribunal with the burden of proof on them as the appellant to persuade the tribunal that their evidence should be weighted more than the LAs.

6.18 We cannot guarantee that an appeal will be successful. We can advise you of this once we have considered the relevant information and documents you have. Once you decide to proceed and instruct us, you also agree to pay our fees.

6.19 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.

6.20 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.

7. Ceasing our Work

7.1 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.

7.2 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.

7.3 If we decide to stop acting for you, we will write (usually via email) 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.

7.4 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.

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