

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

Education Advocacy U.K. Limited
Unit 16, Forest Gate
Pewsham
Chippenham
Wilts
SN15 3RS

Email: info@educationadvocacy.co.uk

2. Status of Education Advocacy U.K Limited

- 2.1 Education Advocacy U.K. Limited works solely in the area of Special Educational Needs and representation at SEN and Disability Tribunals and The Upper Tribunal; School Admission and Exclusion Appeals.
- 2.2 Its staffs are not legally qualified unless specifically stated. There is no legal requirement for persons appearing before those bodies to be 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 supply by you or others of incorrect or incomplete information, or your or others failure to act on our advice or respond promptly to communications from us or other relevant authorities.
- 2.7 You agree to hold harmless and 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 Education Advocacy against any of our employees on a personal basis.

3. Use of Email

- 3.1 In order to be as responsive as possible we will normally communicate with you via email.
- 3.2 We do not accept responsibility for any errors or problems that may occur through the use of email. 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 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 legal work and processes required as your case progresses.
- 4.4 We will update you regularly on the cost of your case. We will update you on whether the likely outcomes still justify the likely costs and risks associated with your case or whenever there is a material change in circumstances.
- 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 and be charged accordingly.

6. Alternative Routes of Funding

- 6.1 You have told us that you are not eligible for help under the Legal Aid Scheme. If you are in any doubt you can check at www.gov.uk/check-legal-aid. If you are eligible for Legal Aid then you should apply for it.
- 6.2 You may also be eligible for help through the Legal cover afforded by some household insurance policies. Alternatively, some employers or Trades Unions may have legal expenses cover available. Please tell us if this is an option.

7. Costs Estimate

- 7.1 The cost '*estimate*' shall be as indicated in the Initial Advice letter and is not a fixed fee. The estimate may change as work progresses through the case. The estimate is in respect of Education Advocacy's costs and does not include experts' costs.
- 7.2 You should not enter into an agreement with us unless you are confident of your ability to meet our, and your experts', fees.
- 7.3 If we believe that the original costs estimate will be exceeded for whatever reason, normally where the Local Authority (LA) has exercised an additional Right of Appeal at a particular stage, we will write and advise you accordingly and update our costs estimate.

8. Funding of Work

- 8.1 All work at Education Advocacy is done on a private costs' basis. The work is not being done on a "*No win, no fee*", a "*Conditional fee*" or a "*Fixed fee*" basis.
- 8.2 Provided the work is done with reasonable skill and care, fees are due regardless of the outcome of the case.
- 8.3 When you instruct us, we require that you deposit £1,000 in our client account that will be held against your final invoice. The payment can be made by an online transfer or credit card.
- 8.4 We will invoice you monthly against the work carried out during that month.
- 8.5 When signing this agreement, you are undertaking to pay your invoice within 14 days of the date of the invoice.
- 8.6 We will suspend work on the file if your invoice is not paid, in full, within 14 days of the date of the invoice.
- 8.7 Payment for attendance at Tribunal or any external meeting, including accommodation and transport costs, must be made before departure for the hearing/meeting.
- 8.8 All papers/electronic files will remain the property of Education Advocacy until the final invoice is paid.

9. Client Monies

- 9.1 We will hold money on your account. That money will be held in a client account.
- 9.2 In order to avoid excessive amounts of administration, interest will only be paid to you where the amount of interest earned on the balances held on your account in any calendar year exceeds £25. Any such interest would be calculated using the prevailing rate applied by Barclays Bank for small deposits subject to the minimum period of notice for withdrawals. Subject to any legislation, interest will be paid gross.

10. Costs

- 10.1 We calculate our costs based on an hourly rate charged at £130 per hour plus VAT at the current rates as determined by Customs & Excise. This rate is charged for all case work conducted from our office. It is known as the Case Work Rate.
- 10.2 Where we attend a meeting or Tribunal, either in person or via electronic links, our hourly rate is to £160 per hour plus VAT. This is known as the Advocacy rate.
- 10.3 We charge in 6 minute units. Each unit is charged at £13/£16 plus VAT. 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 = £26.
- 10.4 We will charge for the following at our standard hourly case worker rate:
- 10.4.1 Discussing the case with you and others as instructed
 - 10.4.2 Reading and writing letters
 - 10.4.3 Research
 - 10.4.4 Preparing and serving appeal documentation (including Working Documents)
 - 10.4.5 Day-to-day management of your case
- 10.5 We will charge for the following at our standard hourly Advocacy rate:
- 10.5.1 Preparation and attendance at any meetings, in person or via electronic links, or telephone conference, as instructed
 - 10.5.2 Preparation for and attendance at Tribunals
 - 10.5.3 Travel time
 - 10.5.4 The associated expenses will be charged at cost (i.e., hotel accommodation, parking, taxis, train/tube fares)
- 10.6 This list is not exhaustive.
- 10.7 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.
- 10.8 Accommodation - All accommodation costs will be chargeable to the client before the Tribunal hearing. 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 hearing venue is less than 2 hours drive from Chippenham, Wiltshire.
- 10.9 Food - We will charge for dinner and breakfast if not included in the rate. We will not charge for any alcoholic drinks.

10.10 Experts - The client is responsible for the payment of all expert fees directly to the individual expert. This includes payment of their individual assessments, reports and their hearing attendance fees.

10.11 We do not work on a "*No win, no fee*", a "*Conditional fee*" or "*Fixed fee*" basis. All costs are due for payment whatever the decision of a hearing.

11. Likelihood of Success

11.1 We must stress that we cannot guarantee a case will be successful in full. The assessment given in the Initial Case Review may change as we progress through the case. When that does change, we will advise you accordingly and gain your permission to proceed.

11.2 As part of your preparation for this case you should consider what you will do if your case is not successful. Please feel free to discuss the options with us.

12. Payment of Monies

12.1 We accept payment through electronic banking. Please ensure that you provide your client reference number. Failure to do so may cause your money to be misallocated and the account suspended.

12.2 Our account details are:

Barclays Bank plc

Account Name: Education Advocacy U.K. Ltd

Sort Code: 20-05-06

Account Number: 20078247

12.3 We will not issue a receipt unless specifically asked.

12.4 We would ask that you do not send cash through the post.

12.5 Please contact the office if you wish to pay by credit card.

13. Recovering Costs from the Other Side

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

13.2 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.

13.3 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.

14. Recovering the Costs for late postponement of Hearing by SENDIST

- 14.1 In the event of SENDIST postponing a listed hearing date within 5 working days of the hearing, we will, if instructed, seek to recover any direct costs associated with the hearing from SENDIST.

15. End of Case

- 15.1 At the end of the case, we will advise you of the outcome and advise as to the impact of the decision and any further appeal right you may have.

16. You Ending Educational Advocacy's Involvement

- 16.1 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.
- 16.2 Your right to cancel - We will consider a contract to have been formed when we receive a signed copy of the "Acknowledgement of Receipt" (AoR) confirming you receiving our Initial Case Review letter and acknowledging our Terms and Conditions. You have 14 (fourteen) days from the receipt by us of that signed AoR to cancel the contract by writing to us at any of the contact points in para 1 above.
- 16.3 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 monies to you and the papers you have sent us.
- 16.4 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.

17. Education Advocacy ending our involvement with you

- 17.1 We may decide to stop acting if:
- 17.1.1 A bill or request for a payment is outstanding for more than 15 days.
 - 17.1.2 We cannot continue to act without being in breach of our duty to the Special Educational Needs and Disability Tribunal or any other body we appear before.
 - 17.1.3 We are unable to obtain clear instructions from you.
 - 17.1.4 You require the case to be conducted unreasonably.
 - 17.1.5 There has been a breakdown of confidence between us

17.2 We will write to you notifying you of our intentions. We will also write to the body we are preparing the case against and Tribunal/Respondent to advise them of our intention.

17.3 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.

18. Hours of Business

18.1 Our normal hours of business are from 9am to 5pm Monday to Friday. We are happy to discuss the case outside those hours by appointment.

19. Equality and Diversity

19.1 We are committed to promoting equality and diversity in all our dealings with clients, third parties and staff. Please contact us if you would like a copy of our Equality and Diversity Policy.

20. Confidentiality

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

21. General Data Protection Regulations/Data Protection Act 2018

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

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

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

21.3.1 updating and enhancing client records

21.3.2 analysis to help us manage our practise

21.3.3 statutory returns

21.3.4 legal and regulatory compliance

21.4 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 expert witnesses and other professional advisers. You have a right of access under GDPR/data protection legislation to the personal data that we hold about you.

21.5 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.

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

22. Storage of Papers

- 22.1 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.
- 22.2 We would ask that you identify any original documents.
- 22.3 We will not accept papers for storage in “safe custody”.
- 22.4 We will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.
- 22.5 Following the conclusion of the case, and after all outstanding fees have been paid, we will keep our paper files for 3 (three) months.
- 22.6 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.
- 22.7 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:
- 22.7.1 time spent producing stored papers that are requested
 - 22.7.2 reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers
 - 22.7.3 this work will be subject to an additional charge.
 - 22.7.4 we will require payment for these actions before commencing the work.

23. Outsourcing

- 23.1 We may ask other individuals or organisations to do typing or other work on our files. We hold Confidentiality Agreements with those parties not to disclose information to any third party.

24. Audit and Quality

- 24.1 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.

25. Introductions and Referrals

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

26. Complaints

- 26.1 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.

27. Applicable Law

- 27.1 Any dispute or legal issue arising from our Terms & Conditions will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

28. Agreement

- 28.1 Before we can start work, we need your agreement to our Terms & Conditions. Please read this document carefully and then if you are content to be bound by the terms and conditions please sign and return the '*Acknowledgement of Receipt*' along with an online payment for £1,000 to be placed in your client account. We would also ask that you sign and return the '*Form of Authority*' without which we cannot act on your behalf.