

TERMS & CONDITIONS

For the purposes of these Terms & Conditions, SENDEA may be referred to as “the Service Provider” or “SENDEA”

For the purposes of these Terms & Conditions, any person/people accepting services from SENDEA will be referred to as “The Client”.

FEES:

1. Fees are not subject to VAT.
2. Invoices will be sent via email to the email address provided by The Client and must be paid within 14 days of receipt unless otherwise stated.
3. Work will not commence on the following services until the full invoice has been paid:
 - Evidence Check
 - Request for an EHC Needs Assessment
 - Registration of SEND Tribunal Appeal
 - Annual Review Support
 - Bespoke Advice/Service
4. Work will not commence on the following services until the first instalment has been paid:
 - Management of SEND Tribunal Appeal
5. Hearing Representation services cannot be guaranteed to be secured on the date specified unless the fee is paid a minimum of 2 months in advance of the final hearing date.

TERMS & CONDITIONS SPECIFIC TO MANAGEMENT OF SEND TRIBUNAL APPEAL:

1. Any sudden or significant change in circumstances, such as change in parental preference of educational setting, may result in additional work and therefore additional fees to the client. Any additional work shall be charged at £75ph. In this instance, any additional work necessary and fees shall be agreed between both parties in advance of any additional work taking place.

TERMS & CONDITIONS SPECIFIC TO HEARING REPRESENTATION:

1. If the appeal is conceded and it transpires the hearing will not go ahead, by confirmation of the SEND Tribunal in the form of a Consent Order, 14 days or more in advance, 100% of the fee will be refunded to The Client.

2. If the appeal is conceded and it transpires the hearing will not go ahead, by confirmation of the SEND Tribunal in the form of a Consent Order, less than 14 days but more than 48 hours in advance, 75% of the fee will be refunded to The Client.
3. If the appeal is conceded and it transpires the hearing will not go ahead, by confirmation of the SEND Tribunal in the form of a Consent Order, less than 48 hours in advance, 50% of the fee will be refunded to The Client.
4. If the hearing is postponed or cancelled by the SEND Tribunal at any stage, the Hearing Representation fee will be transferrable to the new date.
5. If it transpires at any point that the appeal is to be heard on papers only, 100% of the Hearing Representation fee shall be refunded. Any additional written submissions required as a result of the appeal being heard on papers only may be chargeable at 75ph.

CANCELLATION:

1. In the unlikely event that The Client wishes to cancel or cease agreement with SENDEA, The Client can give notice of termination of the service with immediate effect. Fees for any work already completed by SENDEA will be retained. Fees for any work yet to be completed by SENDEA shall be refunded to The Client at the discretion of SENDEA.
2. In the unlikely event that the Service Provider wishes to cancel or cease agreement with The Client, SENDEA can give notice of termination of the service with immediate effect. Fees for any work already completed by SENDEA will be retained. Fees for any work yet to be completed by SENDEA shall be refunded to The Client at the discretion of SENDEA.

REFUNDS:

1. Any refunds to The Client shall be processed by The Service Provider within 14 days of written confirmation of the refund which is to be made.

CONFIDENTIALITY:

1. Confidential Information refers to any data or information relating to The Client and in this case, The Client's child and/or children, that may be considered private or confidential. SENDEA agree not to divulge or share any confidential data or information other than data or information that is necessary or relevant to the service i.e. for the purposes of the EHC Needs Assessment Process or for the purposes of the SEND Tribunal.
2. In the case that it is considered necessary to share confidential data or information about The Client or The Client's child and/or children, this shall be limited to sharing with The Client's Local Authority, the SEND Tribunal and/or relevant parties agreed in advance between The Client and SENDEA.
3. All verbal or written communication between parties is considered confidential regardless of whether it was provided before or after the parties entered a Service Agreement.

4. All information shall be stored confidentially and securely in accordance with Data Protection and GDPR Legislations.

INTELLECTUAL PROPERTY:

1. All intellectual property that is developed or produced as part of this Service Agreement, including documents drafted by SENDEA, is property of the Service Provider.
2. The Service Provider retains all Intellectual Property rights and The Client must not redistribute or share any materials produced by SENDEA before, during or after the Service Agreement.