

SEND Supported LLP STANDARD TERMS AND CONDITIONS

1. Payment terms and conditions

- 1.1 In accordance with IR35, SEND Supported is responsible for payment of our own tax, National Insurance, VAT and PAYE.
- 1.2 Payment method: BANK TRANSFER
- 1.3 Payment in full is due upon receipt of invoice, which will normally be at the start of work.
- 1.4 Payment terms: 14 days from date of invoice
- 1.5 Late payments may be pursued through the small claims court.

2. Responsibilities of SEND Supported

- 2.1 On request, consultants will provide evidence of Enhanced DBS Certificate with photo ID.
- 2.2 Session dates will be agreed between SEND Supported and the purchaser.
- 2.3 Hours lost from cancelled visits, owing to SEND Supported illness or other unavoidable SEND Supported circumstance, will be rescheduled at no extra cost.
- 2.4 Any alterations to the agreement can only be made with the agreement of both parties, who will be obliged to act reasonably.
- 2.5 Any agreed written reports will be provided electronically within 10 working days of finishing work with the pupil (15 working days for Dyslexia Diagnostic Reports).
- 2.6 SEND Supported will endeavour to respond to any complaints raised verbally or in writing to the purchaser's satisfaction.
- 2.7 SEND Supported will be under no obligation to reschedule visits cancelled due to whole school closures.

3. Responsibilities of the purchaser

- 3.1 To identify a named point of contact for consultation, liaison and planning of SEND Supported's work.
- 3.2 To inform SEND Supported at least 24 hours in advance if a planned visit needs to be rearranged.
- 3.3 Any agreed sessions cancelled by the purchaser, and where an alternative date cannot be arranged, will be charged.
- 3.4 To provide access to relevant records, reports and data, with appropriate consent.
- 3.5 To release key staff to consult with SEND Supported, as appropriate.
- 3.6 To ensure appropriate access to students for the purpose of observation and individual work.
- 3.7 To provide a suitable, quiet space for direct work with students and meetings with parents/carers.
- 3.8 To be responsible for arranging appointments and promoting student attendance through liaising with parents/carers as required.
- 3.9 Any alterations to the agreement can only be made with the agreement of both parties, who will be obliged to act reasonably.
- 3.10 Consultant hours need to be used in full, before the end of the purchase period and will not be carried over.
- 3.11 Consultant hours will include an allocation of time from the School Partnership Agreement each term towards report writing commitments, equating to roughly 20%.

4. Consent

- 4.1 It is the responsibility of the purchaser to obtain informed, signed consent from the person with parental responsibility using the [SEND Supported Privacy Notice and Consent Letter](#) . SEND Supported will not start work unless signed consent has been received.
- 4.2 During times of school closures, virtual one to one sessions for pupils may be available, at the school's request, with parents or a member staff present. (Please refer to SEND Supported [Safeguarding measures for working with students online.](#))

5. Code of Conduct

- 5.1 SEND Supported complies with guidance from Warwickshire Safeguarding Children.
- 5.2 During visits, SEND Supported will comply with the safeguarding; health and safety; SEND; and whistleblowing policies in place.
- 5.3 Copies of professional insurance are available on request.

6. Privacy and Data Protection

- 6.1 SEND Supported adheres to current GDPR regulations regarding handling and storing data. View the [SEND Supported Data Protection Policy](#) .

09/01/22
To be reviewed by April 2023