



## Terms and Conditions for Services

### 1. Introduction

These Terms and Conditions ("Terms") govern the provision of teaching, assessment, and diagnostic services for Specific Learning Difficulties (SpLDs) by The Special Educational Needs and Disability Consultants Limited [The SEND Consultants Ltd] ("we", "us", "our"). By booking or receiving services, you ("you", "the client", or "the parent/guardian" where applicable) agree to these Terms.

**For related documents, you may also wish to review your Privacy Statement.**

### 2. Services We Provide

We offer:

- SpLD teaching and learning support
- Free online screening tools
- Full diagnostic assessments
- Written reports and recommendations
- Consultation with parents, educators, and professionals
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**Service descriptions may be updated periodically.**

### 3. Booking and Payment

#### 3.1 Booking

A booking is confirmed once:

- You have agreed to these Terms
- You have provided required demographic information
- Any applicable deposit or full payment has been received

#### 3.2 Payment Terms

Fees will be communicated before booking.

- Payment is due in advance unless otherwise agreed.
- For funded services (e.g., DSA, local authority), you remain responsible for payment if the funder does not pay.



### 3.3 Cancellations and Rescheduling

- Teaching sessions: require 24 hours' notice to cancel or reschedule.
- Assessments: require 72 hours' notice due to preparation time.

**Late notice cancellations may be charged at the full session fee.**

If we must cancel, we will offer an alternative date or a refund.

### 4. Client Responsibilities

You agree to:

- Provide accurate and complete information
- Attend sessions on time
- Ensure children are accompanied by a responsible adult (if applicable)
- Follow reasonable instructions during assessments
- Not record sessions without explicit consent
- You also agree not to misuse reports or present them as medical diagnoses unless they meet the required professional standards.

### 5. Our Responsibilities

We will:

- Deliver services with reasonable skill and care
- Use qualified staff for assessments and teaching
- Provide clear explanations of results and recommendations
- Maintain confidentiality in accordance with our Privacy Statement
- Comply with safeguarding and professional standards

### 6. Reports and Documentation

#### 6.1 Ownership

Reports remain the intellectual property of The SEND Consultants Ltd but you receive a licence to use them for educational or support purposes.



## 6.2 Accuracy

Reports reflect the information available at the time of assessment. They are not guarantees of future performance.

## 6.3 Sharing

Reports may be shared with schools, universities, employers, or professionals only with your consent, except where legally required.

## 7. Safeguarding

We follow UK safeguarding legislation and may share information with relevant authorities if:

- A person is at risk of harm
- A crime has been committed
- We are legally required to disclose information

## 8. Data Protection

We process personal and special category data in accordance with UK GDPR. Details are set out in our Privacy Statement.

## 9. Limitation of Liability

We are not liable for:

- Losses arising from inaccurate information provided by you
- Decisions made by third parties (e.g., schools, exam boards, funders)
- Indirect or consequential losses
- Delays caused by events outside our control



**Our total liability is limited to the amount paid for the relevant service.**

#### 10. Complaints

If you are dissatisfied with any aspect of our service, please contact us in writing. We will acknowledge your complaint within 5 working days and aim to resolve it promptly.

You may request guidance on how to raise a complaint.

#### 11. Termination of Services

We may terminate services if:

- Fees are unpaid
- You breach these Terms
- Behaviour is abusive, unsafe, or inappropriate
- Continuing the service is not professionally appropriate

You may terminate services at any time, subject to cancellation terms.

#### 12. Changes to These Terms

We may update these Terms periodically. The latest version will always be available on request or on our website.

#### 13. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.