

Terms and Conditions for the academic year 2020-2021: Local Authority/ School/ College Contracts (including Education, Health and Care Plans and Personal Budgets).

### Data Protection

Personal information is stored and processed with accordance of the Data Protection Act 1998 and General Data Protection Regulations. Rosy Skies Speech and Language Therapy is registered as a Data Controller with the Independent Commissioners Office.

Personal information may be obtained from parents/carers, and from other sources. This information is used for the administration of the service and for the purpose of keeping our accounts and records. It is held in locked filing cabinets and electronic information is held on computer hard drives and/or on a secure electronic system called “WriteUpp”. In accordance with law, all records will be kept securely until the child is 25 years old. After this time all records relating to the child will be destroyed. Parents/Carers may apply in writing to access an electronic copy of their child’s notes or to request modifications of any inaccuracies.

Information may be shared with parents, and with other professionals with permission from parents/carers, through practicable means: Writeupp, email, telephone call, post and in person. Writeupp will be used to send reports. All due diligence will be taken but complete safety of personal information cannot be absolutely guaranteed.

Safeguarding is of paramount importance. Should any safeguarding concern arise appropriate action, including informing the relevant authorities, will be taken without hesitation.

Further information can be found in the ‘Rosy Skies Data Protection and Information Sharing Policy’ and ‘Privacy Policy’. These are available in Reception and on our website.

### Fees and Payment

The therapy costs will be agreed with the Local Authority/School/College prior to the contracted work commencing. Invoices will be sent half termly via email following the guidelines provided by the Local Authority.

Travel will be charged at £40 per hour for the therapist’s time, and 45p a mile mileage in line with the Inland Revenue.

### Cancellations

Cancellation by the therapist for an appointment will be given as soon as possible, and a new appointment will be organised where possible. If this is not possible then the appointment will not be charged.

Where one full week’s notice is given by the local authority, school or parents of cancellation of an appointment agreed within the contract, for example for a school trip or examination, the appointment will be rescheduled where possible, and if not possible then the appointment will not be charged for. Where less than one full week’s notice is given, whether or not it is possible to reschedule, the appointment will then be charged, due to the contracted nature of the work. The travel costs will not be charged if the appointment is not attended.

Unforeseen circumstances are defined as those beyond Rosy Skies’ reasonable control, including (but not limited to) strikes, wars, terrorism, riots, civil commotion, government regulations, fire, flood, storm, snow days or any other acts of god, including virus and disease outbreaks. In the event of these the delivery of the service may be impacted. Options for support, including virtual support, will be discussed with the parents and professionals involved and delivered where possible. The agreed sessions will be invoiced, due to the contracted nature of the work.

**Termination**

The contract will be agreed for a set period, usually a full academic year. If the Local Authority/School/ College wants to terminate the contract within this period, half a term’s notice must be given, and this will be charged for regardless of whether the sessions are still required.