

TERMS AND CONDITIONS

Dyslexia West Midlands believes that its services should be positive experiences, providing, wherever possible, answers to questions and suggestions on how to move forward. All clients are treated with respect and no bias will be experienced through differences in ethnicity, gender or background. As explained in Dyslexia West Midlands literature, assessment, screening and consultation exercises are key elements of understanding an individual's strengths and difficulties, and planning appropriate action. The focus of the overall process is always the individual and it is this person's interests that will be put first. In order to obtain a balanced picture it is helpful to have background information from home, schools, employers, etc. However, no contact will be made with any outside agencies without prior approval and, as explained in our data protection statement and Privacy Policy, no information will be released without prior approval.

The following Terms and Conditions are designed to describe fully the operation of Dyslexia West Midlands' services and to minimise the potential for misunderstanding.

Dyslexia West Midlands will:

1.

- a. arrange a suitable assessment, screening or consultation for the client (1) with either an appropriately qualified teacher, or an HCPC registered psychologist
- b. arrange an assessment, screening or consultation for the client that is relevant to the reason for referral and within the area of Dyslexia West Midlands' expertise as described within its information literature
- c. invoice the purchaser of the assessment requesting payment.
- d. request completion of questionnaires covering background information and, when appropriate, and with the client's agreement, request additional information from relevant agencies relating to the reason for referral
- e. ensure that when a client is individually assessed, he/she will receive provisional, verbal feedback from the assessor.
- f. provide electronic reports within two to twelve weeks of the assessment (this timescale is dependent on the complexity of the report and may take longer). Individual assessment reports will highlight the client's cognitive strengths and weaknesses, offer advice on appropriate learning and coping strategies, and give information on sources of appropriate teaching and advice/support etc, where relevant. When appropriate and with the agreement of both parties, reports will be circulated to both purchasers and clients.
- g. arrange for assessments and screenings to be performed in a suitable room (when taking place in Dyslexia West Midlands's premises) where there is a table and chairs.

1 (A) 'client' being assessed can be an adult, young person or a child. Where the client being assessed is a child, i.e. under the age of 16 years, the client's parent(s) will usually be considered as the client for the purpose of conforming to these Terms and Conditions. Generally, young persons aged 16-17 are entitled to the same duty of confidence as adults. Therefore, their parents should explain and discuss with them in advance the reason for the assessment, and obtain their signed agreement on the relevant Dyslexia West Midlands's questionnaire to proceed within the conditions of the above Terms and Conditions. However, it should be noted that children of any age who have the capacity and understanding to take decisions about their own treatment are also entitled to a duty of confidence and to decide whether their personal information should be disclosed to a third party. Where children do not have the requisite capacity and understanding, decisions to pass information may be taken by a person with parental responsibility in consultation with the professional assessor involved.

A client can also be the purchaser of Dyslexia West Midlands's services. See Section 6.

2.

- a. provide the client being assessed or screened with suitable information on Dyslexia West Midlands' available teaching resources, where appropriate
- b. attend to any queries about reports as quickly as possible

3.

- a. in all of its dealings, conform to UK law concerning the processing and storage of information, employment and civil rights of the client being assessed

4

- a. enable and support its teachers and consulting psychologists to apply their professional codes of conduct/ethics at all times when engaging with their clients
- b. monitor and maintain acceptable standards of quality from its personnel and consulting psychologists
- c. arrange for educational and psychological assessments, screening and consultations to be performed only by appropriately qualified personnel or HCPC registered psychologists, respectively. This includes Specialist Teacher assessors with level 7 or a postgraduate Certificate in SPLD.

5.

Dyslexia West Midlands reserves the right to terminate, or not to accept, a referral, or not circulate a report, if:

- a. the referral appears to be outside its area of expertise
- b. there is an apparent conflict of interest between relevant parties
- c. if any relevant parties are in, or intend to be in, dispute
- d. Dyslexia West Midlands' reputation is, or could be, compromised

- e. there are current legal or tribunal proceedings that may be affected by Dyslexia West Midlands' involvement
- f. it cannot provide the report by a stated time required
- g. the fee has not been paid at the required time
- h. the staff member or psychologist decides to terminate his/her involvement for any just reason
- i. the client being assessed fails to comply with any of the conditions in (7) below and where such failure could compromise the validity of the assessment
- j. the Terms and Conditions have not been signed by the appropriate person(s) and returned to Dyslexia West Midlands
- k. the client's command of the English language appears such that the assessment cannot be performed
- l. the client is late for the assessment thus causing the assessor not to be able to perform the assessment

6.

The commissioner/purchaser (if not the client being assessed) will:

- a. complete and return relevant Dyslexia West Midlands questionnaires, or other pertinent information, when requested to do so
- b. use reports for the sole purpose of attending to the needs of the client being assessed
- c. not use or circulate any report for any other purpose than for what it is intended
- d. pay the fee of the assessment
- e. respect the confidential status of reports and conform to the regulations of the Data Protection Act 2003 and GDPR regulations
- f. agree with the client being assessed, in advance of the assessment, the reason for referral to Dyslexia West Midlands and obtain the client's agreement to proceed with the assessment
- g. agree with the client being assessed, in advance of Dyslexia West Midlands's involvement, the arrangements for distribution of reports
- h. agree to the client being assessed being provided with a confidential report that will not be circulated to other people without his/her agreement
- i. where relevant, and in agreement with the client being assessed, contact Dyslexia West Midlands within three weeks of receipt of the report, if there is any matter of concern that relates to the report's contents

7.

The client being assessed will:

- a. be punctual for the assessment
- b. co-operate fully with all requirements of the assessment process
- c. confirm with the assessor performing an assessment if any confidential information given verbally or on Dyslexia West Midlands' questionnaires should not be divulged within reports

- d. confirm with the assessor the reason(s) for referral for assessment
- e. inform the assessor if he/she has received any assessment in the past that may have a bearing on the assessment to be performed
- f. inform Dyslexia West Midlands prior to the assessment of any personal health or other factors that may influence the assessment to be performed
- g. bring with them any prescription spectacles needed to see fine details when working with materials at a table
- h. complete and return relevant Dyslexia West Midlands questionnaires or other pertinent information when requested to do so
- i. not use or circulate the report for any other purpose than for what it is intended
- j. unless funded by a third party, pay the full fee
- k. respect the confidential status of the report and conform to the regulations of the Data Protection Act 2003 and the GDPR regulations
- l. where applicable, agree with the commissioner/purchaser of the assessment, in advance of the assessment, the arrangements for distribution of the assessment report
- m. where relevant, contact Dyslexia West Midlands within three weeks of receipt of the report, if there is any matter of concern that relates to the report's contents

I agree to the terms and conditions set out above:

CLIENT NAME

SIGNATURE

DATE OF SIGNATURE

PURCHASER NAME (if different from client)