

NELLIE SUPPORTS LTD

CONTINUING HEALTHCARE APPEAL SERVICE ORDER FORM

SERVICE USER DETAILS

Name	
Address	
Email	
Telephone (Landline)	
Telephone (Mobile)	

GUARANTOR DETAILS

(Complete this section if another individual (e.g. a legal guardian or Deputy) is responsible for paying the fees on behalf of the Service User)

Name	
Address	
Email	
Telephone (Landline)	
Telephone (Mobile)	

SERVICE DETAILS

Insert the services which Nellie Supports will provide to the service user. Provide as much detail as possible.

CONTINUING HEALTHCARE APPEAL SERVICE TERMS AND CONDITIONS

These are the Terms on which Nellie Supports provides its Services to you.

Please read these Terms carefully before you use our Services. These terms tell you how Nellie Supports will provide the Services to you, what your obligations are as the recipient of the Services, how you can make changes to or cancel the Services, what to do if there is a problem and other important information.

If you think that there is a mistake in these Terms, please contact Nellie Supports to discuss. You may contact us by writing to us at nellie@nelliesupports.com.

1. DEFINITIONS

1.1 In these Terms the following words have the following meanings:

Fees	The fees you pay to us for the Services.
Guarantor	A person other than the Service User (for example a legal guardian or deputy) who manages the Service User's finances and accepts personal liability for paying the Fees under these Terms.
Nellie Supports	Refers to The Nellie Supports Ltd, a company registered in England and Wales (registration number 11803393) and whose registered office is at Leep Accountants Limited, Unit 3f Forward House Aston Business Park, Shrewsbury Avenue, Peterborough, England, PE2 7EY. Also referred to in these Terms as Nellie Supports, us, we and our .
Order	The order form which provides details of the Services.
Service User	The individual receiving the Services (rather than any applicable Attorney, Deputy or Guarantor). Also referred to in these Terms as you or your , unless the Terms refer to a duty to pay our Fees and the Guarantor has accepted liability to pay our Fees, in which case references to you or your will refer to the Guarantor as the context requires (see Clause 5.4 below).
Services	Refers to the advocacy and casework services provided by Nellie Supports as further detailed in the Order.
Terms	Refers to these terms and conditions.
Website	www.nelliesupports.com .

1.2 When we use the words "writing" or "written" in these Terms, this includes emails.

2. OUR AGREEMENT WITH YOU

2.1 When you place an enquiry with us for our services, we will discuss your requirements with you via telephone. This enables us to assess the type of services you require. It is important you provide as

much detail as possible and that such details are accurate as we will use this information to form your Order and to plan delivery of the Services to you.

- 2.2 We will send you the Order setting out the details of the Services. The Order will be accompanied by these Terms. Please check that the details in the Order are complete and accurate. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes to your Order in writing to avoid any confusion between you and us.
- 2.3 Subject to Clause 2.4, the Terms will come into existence, and these Terms shall become binding on you and us, at the earliest of the following events:
- a. you sign the Order, which comprises these Terms;
 - b. you explicitly request that we begin to supply the Services to you;
 - c. we begin to provide the Services to you; or
 - d. you make payment to us for the Services.
- 2.4 If the person receiving the Services is under the age of 16 or is an individual who does not have capacity to make decisions, that person must be accompanied by a Guarantor who will give their written consent prior to us delivering the Services. The Guarantor warrants that it has the authority to enter into a contractual relationship with us on behalf of the Service User, and accepts full responsibility for the Service User throughout our delivery of the Services.
- 2.5 If we are unable to accept your Order we will inform you of this. This might be because we deem your chances of success of challenging a decision is low, or you have not provided sufficient information for us to assess your case.
- 2.6 The advertising and marketing materials on our Website, or any other written material we provide, are produced for the sole purpose of giving an approximate idea of the general services we can make available. These are provided for illustrative purposes only and do not form part of the Terms we have with you.
- 2.7 We may revise these Terms from time to time. We will give you at least 1 month's written notice of any changes to these Terms unless the change is required immediately to ensure your safety or to comply with the law. If you do not agree to the proposed change, you can cancel the Terms in accordance with Clause 9.

3. PROVIDING THE SERVICES

- 3.1 We will provide the Services to you with reasonable care and skill and in accordance with the dates arranged with you.

4. YOUR OBLIGATIONS

- 4.1 You will cooperate us with all matters relating to the delivery of the Services.
- 4.2 We will need certain information from you to provide the Services. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may not be able to provide the Services to you. In such circumstances, we may suspend the Services or terminate these Terms in accordance with Clause 10.

5. FEES AND PAYMENT

- 5.1 If, as a result of our Services, you receive a decision in your favour and continuing healthcare is awarded to you, you will pay us the Fees at an amount equivalent to 30% of the total funding you have been awarded.
- 5.2 Immediately upon the date of the decision at Clause 5.1, you must provide us with written proof of the award amount you are to receive.
- 5.3 The Fees must be paid by direct debit or direct bank transfer within 7 days of the invoice we provide to you.
- 5.4 If you do not pay the Fees by the due dates, we may either:
- a. charge interest to you on the overdue amount from the due date for payment at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay interest together with any overdue amount on demand; and/or
 - b. immediately terminate these Terms.
- 5.5 If you are a Guarantor, it is important to understand that, in consideration for us providing the Services to the Service User, you acknowledge and agree to pay our Fees in accordance with this Clause 6. You agree that your obligation to pay our Fees is a primary obligation (not a guarantee if the Service User does not agree to pay the Fees) and therefore you will be obliged to pay the Fees without us first having to recover the Fees from the Service User.
- 5.6 We will review our fee rates from time to time and at least once annually. We may also review our fees in response to any unexpected change in the law which was not anticipated at the time of our annual review. We will give you written notice of any increase to your Fees at least one month before the proposed change takes effect. If you do not agree to the increase, you can cancel these Terms by providing 14 days' notice in accordance with Clause 9.

6. PROBLEMS WITH THE SERVICES

- 6.1 In the unlikely event that the Services have not been provided to your reasonable satisfaction, please contact us and explain the problem as soon as reasonably possible. We will make reasonable efforts, within the authority we have, to find a suitable remedy.
- 6.2 Where you report a problem, it may be necessary for us to share information with our insurers in an event of a report and/or claim made to our insurers or the insurers of our partners. It may also be necessary to share information with law enforcement agencies and local authority bodies.
- 6.3 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizen's Advice Bureau (www.adviceguide.org.uk) or Trading Standards office (www.gov.uk/find-local-trading-standards-office). Nothing in the Terms will affect your legal rights as a consumer.

7. EVENTS OUTSIDE OUR CONTROL

- 7.1 This clause applies to any act or event beyond our reasonable control. If an event outside our control affects our provision of the Services:
- a. we will contact you as soon as reasonably possible to notify you; and
 - b. our provision of the Services will be adapted (where possible) or suspended for the duration of the event outside our control. We will restart the Services as soon as reasonably possible after the event outside our control is over.

7.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.

8. YOUR RIGHTS TO CANCEL WITHIN THE FIRST 14 DAYS

8.1 You have the right to cancel these Terms immediately, within the first 14 days without giving any reason,. The cancellation period ends at the end of 14 days after the day on which the Terms come into existence in accordance with Clause 2.3, but if we have already started providing our Services to you within the 14 day cancellation period you lose this right to cancel.

8.2 To exercise that right to cancel, you must inform us of your decision to cancel the Terms by a clear statement, such as a letter sent by post, phone, fax or email. You may use the model cancellation form at the end of these Terms, but you do not have to.

9. YOUR RIGHTS TO CANCEL AFTER THE FIRST 14 DAYS OR WHERE THERE IS NO RIGHT TO CANCEL WITHIN THE FIRST 14 DAYS

9.1 If you wish to cancel these Terms in circumstances other than the circumstance set out in Clause 8.1, you must provide us with at least 2 weeks' notice in writing.

9.2 You may cancel these Terms with immediate effect by giving us written notice if:

- a. we breach the Terms in any material way, and we do not correct or fix the situation within 14 days of you asking us to in writing;
- b. we go into liquidation or a receiver or an administrator is appointed over our assets;
- c. we attempt to change these Terms without giving you at least one-month notice; or
- d. we are unable to provide the Services for a period longer than 14 days because of an event outside our reasonable control.

10. OUR RIGHT TO CANCEL THE TERMS

10.1 We may cancel the Terms (for any reason) by providing you with at least 30 days' notice in writing. If you have made any payment in advance for the Services that have not been carried out, we will refund these amounts to you.

10.2 We may suspend or cancel the Terms at any time with immediate effect by giving you written notice if:

- a. we reasonably believe there a significant risk of harm to our employees;
- b. you have failed to settle any outstanding invoice within 7 days of our written reminder to you; or
- c. you breach the Terms in any other material way and, if the breach can be corrected or fixed, you do not correct or fix it within 14 days of us asking you in writing to do so. Such circumstances would include:
 - i. failure to provide us with accurate and sufficiently detailed information which we request; or
 - ii. physically or verbally abusing our employees.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is not foreseeable if it is attributable to:
- a. your own fault;
 - b. a third party unconnected with the provision of the Services; or
 - c. an event which we would not have foreseen or prevented even if we had taken all reasonable care.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights to receive services with reasonable skill and care.
- 11.3 We accept no liability for any losses, costs, damages, claims or expenses in relation to your personal property, including your premises.
- 12. PERSONAL DATA AND COMMUNICATION STORIES**
- 12.1 We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at www.nelliesupports.com/privacy-policy.
- 12.2 Nellie Supports produces a range of communications resources to demonstrate to its target audience the benefits of the Services it provides to its clients. We like to share the experiences of real people who are using our services in our communications as it helps to demonstrate the difference our work is making. By agreeing to these Terms, you give us permission to use your story in our communications. All details published in the communications will remain anonymous. If you would like to opt out from the use of your story in this way, you can do so by writing to us at nellie@nelliesupports.com.
- 13. OTHER IMPORTANT TERMS**
- 13.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and it will ensure that the transfer will not affect your rights under these Terms.
- 13.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 13.3 These Terms are between you and us. No other person shall have any rights to enforce any of its Terms.
- 13.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 13.5 If we do not insist immediately that you do anything you are required to do under these terms, or if it delays in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.6 These Terms are governed by English law and you can bring legal proceedings in respect of the Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Terms in either the Northern Irish or the English courts.

By signing below, you agree to the above Terms:

SIGNED BY:

Signature

Name

Title

Date

OR

SIGNED BY:

Individual's guardian if the individual is under 16 or does not
have capacity to make decisions

Name

Title

Date

MODEL CANCELLATION FORM

If you wish to cancel these Terms you can do so in writing and deliver personally or send (which may be by electronic mail) this notice to Nellie Supports. You may use this form if you want to, but you do not have to.

(Complete, detach and return this form only if you wish to cancel the Terms)

To:
Nellie Supports Ltd

Address: Leep Accountants Limited, Unit 3f Forward House Aston Business Park, Shrewsbury Avenue, Peterborough, England, PE2 7EY

Email: nellie@nelliesupports.com

I hereby give notice that I wish to cancel my Terms with Nellie Supports Ltd.

Dated (insert date)

Signed:

Name:

Address

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