



WheelieQueer Client Terms

The general terms that apply to our benefits advice and casework

1 About these terms

These are WheelieQueer's general terms for benefits advice and casework. They apply alongside two documents that are personal to you.

Your Support Agreement

Records the support we have agreed to provide, your adviser team, and what you have authorised us to do.

Your Payment Structure & Plan

Records your rate or package, who is paying, and how payment will be made.

Where your Support Agreement or Payment Structure & Plan says something more specific about your case, that takes precedence over the general position in these terms.

2 What we provide, and what we don't

Where agreed, we provide welfare benefits advice and casework, including representation at assessments and hearings. This is recorded in your Support Agreement.

We are not: a crisis or emergency service; a medical or clinical service; a social care provider; or part of DWP, HMCTS, Social Security Scotland, the Department for Communities, the Isle of Man Government or any other decision making or appeal body.

We are welfare rights advisers, not solicitors. We advise and represent on welfare benefits and the areas recorded in your Support Agreement. We don't give legal advice outside those areas, and we don't act as solicitors or hold ourselves out as a solicitors' practice. We can't provide medical evidence, clinical opinions or diagnoses. If something falls outside what we do, we will say so and signpost you where we can.

3 Working together

Our support is collaborative. We help you put your experience into the form the system asks for, and we can't do that without your input.

- Please give us information that is as accurate as you can reasonably manage.
- Please tell us promptly about decisions, deadlines, appointments and changes that affect your case.
- **You stay in control of your case.** We will not knowingly submit an application, appeal, withdrawal or other significant instruction on your behalf without your authority.
- We cannot guarantee any benefit decision, award or appeal outcome. Those decisions are made by the relevant benefit authority, appeal body or tribunal.

4 Your adviser team

Your Support Agreement records your primary adviser and, where one is allocated, your secondary adviser. Other authorised WheelieQueer staff or PAs may provide administrative or operational support.

Allocated advisers can change, and another adviser may provide cover or continuity — for example during leave, or where a case needs particular expertise. We will tell you if your adviser team changes. We can't promise that one named individual will remain available throughout your case.

Who may access your case information is governed by your Support Agreement and by our privacy and confidentiality arrangements.

5 Appointments

Appointments are arranged in advance. We will agree the format with you — video, telephone, accessible written or document-based work, or another format that suits you — and any reasonable adjustments or access requirements you need. Tell us at any time if those needs change.

If you are running late, please let us know if you can. We will wait and use the time we have. If we can't reach you and the appointment can't usefully go ahead, we will treat it as a missed appointment and talk to you about rearranging.

If we are running late, or there is a technical or access problem at either end, we will offer to continue, rearrange, or complete the work another way. You won't be charged for time lost to a problem at our end.

Appointments aren't the only work we do. Reviewing evidence, drafting, submissions and correspondence usually happen outside appointments. Where that work is chargeable, it is covered by your Payment Plan in the same way as appointment time.

6 Cancelling or rescheduling

Appointments. Please give us as much notice as you can, ideally at least two working days, so we can offer the time to someone else.

We recognise that disability, illness and access difficulties can make plans unpredictable. We will take the circumstances and any relevant access needs into account, and will not apply cancellation arrangements rigidly where that would be unreasonable. If short-notice cancellations become a pattern that stops us working on your case, we will talk to you about it rather than charge you by surprise.

Work already started. If you ask us to stop work we have already begun outside an appointment, you will be charged for the work reasonably done up to that point. We will tell you what that is.

Your statutory cancellation rights. Where the law gives you a right to cancel an agreement within a cancellation period, nothing in these terms removes or limits that right. If you ask us to begin paid work during an applicable cancellation period, we may ask you to make a separate express request for the work to start, and explain what that means for your cancellation rights. **Agreeing to these terms is not itself that request, and neither is paying an invoice.**

7 Fees, invoices and payment

We agree fees with you before we do chargeable work. Your rate, package and payment arrangement are recorded in your **Payment Structure & Plan**, not here.

Your first paid session

Unless we agree otherwise with you in advance, your first paid session with WheelieQueer must be paid for before the appointment takes place. We will send you the invoice or payment details in advance and tell you when payment is due.

If payment has not been received by the due date, we may postpone the session until payment has been made or another arrangement has been agreed with you.

After your first paid session, how and when you pay will depend on the payment arrangement agreed for your ongoing support.

- Ongoing casework is normally invoiced, with the payment period stated on the invoice or in your Payment Plan.
- Please pay by the date shown, unless we have agreed something different.
- We can agree instalments or other flexible arrangements. Please ask — this is normal, not awkward.

If an invoice becomes overdue

We won't drop your case the moment a payment is late.

1. We will send you a reminder.
2. We will invite you to tell us if affordability or a payment difficulty is the problem, so we can look at a different arrangement.
3. If we don't hear from you, or an arrangement isn't reached, we will normally allow a further **7 days** before pausing further paid work.
4. Before pausing, we will consider any live deadline or urgent step in your case, and tell you clearly what is outstanding and what the risks are. We won't silently abandon a live case.

This is not a promise of unlimited unpaid work. Where payment isn't maintained after that process, we may pause or end support under section 9.

8 If someone else is paying

Someone else may pay some or all of your costs — a partner, a family member, a friend, or an organisation or funder. Your Payment Plan records who that is and what they are paying.

Paying for someone's support does not give the payer authority over the client's case, or access to confidential case information.

An agreed payer may receive the billing information reasonably needed to arrange and manage payment — invoices, receipts, balances and payment reminders. They will not receive substantive information about your benefits case simply because they are paying. If you want them to talk to us about your case or receive case information, that needs separate authority through our **Third-Party Communication & Authority Form**.

There is also a difference between someone **making a payment** for you and someone **taking responsibility** for the fees. Your Payment Plan records which it is. Unless someone has agreed in writing to be responsible for the fees, you remain responsible for them.

9 Pausing or ending support

You can tell us at any time that you no longer want our support. Please tell us as early as you can, particularly if a deadline is coming up.

We may need to pause or end support where, for example: the work falls outside our competence or capacity; the working relationship has irretrievably broken down; we can't get the instructions or information we need to act properly; payment arrangements haven't been maintained after the process in section 7; or continuing would otherwise be inappropriate.

Wherever reasonably possible we will tell you clearly and in advance, take account of any live deadline or urgent step, and explain what work is outstanding and what you may need to do. Ending support does not cancel charges properly incurred before it ended.

10 Confidentiality and your information

We handle your information in line with our **Privacy Notice** and our confidentiality arrangements, which explain how we use and protect it and what your data-protection rights are.

Recording or transcribing sessions, and involving another person in your case, each have their own separate form. We will never assume either.

11 Respect both ways

We will treat you with dignity and respect, and we ask that you treat our staff the same way.

Our **Behaviour Policy** sets out what that means for both of us.

12 Complaints

If something goes wrong, please tell us. Our **Complaints Procedure** explains how to raise a complaint and what happens next. Ask us for a copy in whatever format suits you, or find it on our website.

13 Changes to these terms

We may update these general terms where it is reasonably necessary — for example when the law, our services or our processes change. Changes apply from the date we make them. They will not retrospectively change charges you have already incurred or work already agreed, and we will not materially disadvantage you in relation to paid work already agreed without your agreement. Where a change materially affects support you are already receiving, we will tell you.

14 Agreeing to these terms

Your Support Agreement includes a short confirmation that you agree to these terms and have been given access to them.

Where we carry out a one-off piece of paid work without a Support Agreement, we will ask you to confirm the same thing in writing before the work starts.

We will not treat simply continuing to use our service as agreement to changed terms.

If you would find this document easier in another format — larger print, plain text, Easy Read, or talked through with you — please just ask. info@wheeliequeer.net • www.wheeliequeer.net