

Yorkshire Tribunal Advocacy Project

Terms and conditions

Glossary

YTAP – the Yorkshire Tribunal Advocacy Project, an informal collaboration of a law school and advice charities.

referring agency – the organisation through which clients can be referred for help.

provider – the organisation which has responsibility for recruiting, training and supervising the volunteer advocates.

volunteer advocate – the individual who will attend the hearing with the client.

Purpose of YTAP

1. YTAP exists to help members of the public obtain advocacy support at social security tribunals. It does not provide any services directly to the public. Instead, it helps volunteer advocates and referring advice agencies get in touch with each other. It is a pilot project, being run by volunteers. For this reason the services available through the project are strictly limited in scope.
2. The project aim is to help people who cannot obtain support elsewhere. If you are a client, and can obtain professional representation at the hearing from another source, we strongly advise you to do so.

No initial undertaking to assist

3. When a client is referred through the project, the client and the referring agency need to be aware that there is no guarantee of any kind that the case will be accepted for assistance. We cannot even estimate what proportion of cases will be accepted. So it is vital that the client and referring agency act as if the case has not been accepted unless and until they hear otherwise.

Acceptance of a case

4. A case is accepted when, and only when, all the following things have taken place:
 - (a) a client has been referred;
 - (b) a volunteer advocate has expressed interest in the case and contacted the referral agency;
 - (c) any matters which require express agreement between the referring agency and the provider have been agreed;
 - (d) the provider has received a full copy of the appeal bundle from the referral agency (including any submission written by the referral agency), unless the provider agrees that a full copy is not required;
 - (e) the volunteer advocate has arranged a time to meet the client at the referral agency's premises.

No responsibility assumed by YTAP at any point

5. YTAP does not supervise, and is not responsible for, any advice or assistance given to clients at any stage. Neither is it responsible for ensuring that volunteer advocates are competent. These things are the responsibility of the referring agency or the provider, as set out below.

Distinction between cases with and cases without submissions from the referring agency

6. If a submission will not be provided to the Tribunal by the referring agency, the referral must indicate this clearly..

The responsibilities of the referring agency and the provider where a submission is provided by the referring agency

7. Where a submission is or will be provided by the referring agency, the provider accepts responsibility, upon accepting a case, for supplying a competent volunteer to do the following:
 - (a) attending the referral agency's premises to meet the client;
 - (b) reading, understanding and acting in accordance with the submission, not departing from it without the express written instructions of the referring agency;

- (c) attending the tribunal in order to:
 - i. support the client,
 - ii. assist the Tribunal in identifying the issues in the case, and
 - iii. assist the client in eliciting any supportive evidence;
- (d) informing the referral agency and YTAP of the result of the case.

The responsibilities of the referring agency and the provider where a submission is not provided by the referring agency

- 8. In these cases, the provider accepts responsibility, upon accepting a case, for supplying a competent volunteer to do the following:
 - (a) attending the referral agency's premises to meet the client;
 - (b) by express agreement between the referring agency and the provider, either
 - i. analysing the evidence supplied by the client or the referral agency to establish what the issues are in the case, and if appropriate producing a written summary; or
 - ii. reading, understanding and acting in accordance with the directions of the referral agency about the conduct of the case, not departing from them without the express written instructions of the referring agency;
 - (c) attending the tribunal in order to:
 - i. support the client,
 - ii. assist the Tribunal in identifying the issues in the case, and
 - iii. assist the client in eliciting any supportive evidence;
 - (d) informing the referral agency and YTAP of the result of the case.

The responsibilities of the referring agency and the provider in general

- 9. The provider does not accept responsibility for doing anything else. In particular, they do not accept responsibility for:
 - (a) being on record with the Tribunal as the representative handling the appeal;
 - (b) obtaining any further evidence;
 - (c) providing any advice, support or other assistance once the appeal is determined or adjourned;
 - (d) providing further advice about issues arising out of the appeal and/or any other issues which may come to light.

10. Before a case has been accepted, or after a provider has withdrawn, any responsibility for ensuring the case is dealt with appropriately rests with the referring agency.
11. If the referring agency does not accept responsibility for doing the things referred to in paragraphs 9 and 10 above [for example, many CABx do not offer casework services] it is the referring agency's responsibility to make that clear to the client.

Withdrawal from a case

12. The provider may withdraw with immediate effect if:
 - (a) in cases where the initial referral did not supply the date and time of the appeal hearing, or supplied it incorrectly, a volunteer advocate discovers that (s)he is not available at the date / time of the actual hearing;
 - (b) the Tribunal adjourn or otherwise vary the date or time of the hearing;
 - (c) the appeal was misrepresented on the referral form (for example, it was said to be an ESA WCA appeal and is not);
 - (d) the referring agency indicated that it would provide a submission to the Tribunal, but has not given the provider a copy by the time of the preliminary meeting;
 - (e) the client does not attend the preliminary meeting at the referral agency's premises;
 - (f) the client does not attend the hearing;
 - (g) any conflict of interest emerges;
 - (h) circumstances beyond the volunteer's control (illness, bereavement etc) make the volunteer's attendance at the hearing impossible;
 - (i) in the opinion of the provider the client's prospects are so poor that the volunteer's attendance is not desirable;
 - (j) in the opinion of the provider the appeal raises a difficult point of law;
 - (k) the volunteer or the provider has any concern about the volunteer's safety;
 - (l) there is some other good reason for the provider to withdraw.

If a provider has to withdraw

13. If a provider has to withdraw, they will inform the referral agency in writing, but no undertaking is offered that they will be replaced. This is because the project depends on volunteers offering to accept clients on a case-by-case basis.

Complaints and other feedback

14. If you are a member of the public or client, and want to comment or complain, please contact either your referring agency or your provider. Their complaints and feedback policy will apply.

15. If you are a provider or referring agency and want to comment or complain, please do contact us. We will follow the complaints and feedback policy of Bradford ANTP, which you can obtain by [contacting them](#).

Client Consent to Referral – and Data Protection Act 1998 terms

16. If you are a client, you should read this whole document carefully, and then sign the consent form to indicate your agreement to the following matters:
 - (a) your case is being referred for assistance via this project, on the terms and conditions set out in this document, in the hope that a volunteer from another organisation will be able to assist you in your Tribunal case;
 - (b) brief anonymised details about your case will be placed in the password protected part of the YTAP website so prospective volunteers can establish whether they are available to take your case;
 - (c) if your case is accepted, full details of your case will be sent by your referral agency to your provider by post, and may be retained in accordance with your provider's data protection policy, which will be available from them;
 - (d) anonymised details of cases and their outcomes will be held electronically by YTAP for the purposes of statistical monitoring, strategic planning, publicity, campaigning and fund-raising; and any of this anonymised data may be disclosed to other bodies for those purposes.

Terms and Conditions dated 6 January 2012