

Advisers Training Day

Complaints procedures The Ombudsman & non-litigation remedies

Friday 24th April 2009 10.00am - 4.30pm, solicitors earn 5 CPD points

Venue: Shelter Training, Unit 13, London City Forum, 250 City Road, London, EC1V 2PU
(Nearest tube: Angel/Old Street)

This practical training course aims to give advisers and solicitors the knowledge and tools to make effective use of complaints procedures and non-litigation remedies available within public law.

The focus of the day is on common problems such as:

What to do about delay and other administrative failings of local authorities and social landlords.

What to do if you think there has been an unreasonable decision.

What to do about problems caused by the application of new policies and procedures.

Delegates can choose two workshops on the areas most relevant to their work.

Morning workshops

The focus is on the initial stage of the complaints process. Here, the complaints officers themselves will offer a comprehensive guide to how these processes should work, and give advice on how to get the most out of them. They will also deal with new complaints procedures in health and social care.

Afternoon workshops

These will examine what to do if this doesn't resolve the problem. Insiders from the Housing Ombudsman Service and the Local Government Ombudsman's office will give an indispensable practical guide on how to make an effective complaint to them, and the remedies available.

The day will be opened with a presentation by Independent Complaints Reviewer, [Jodi Berg](#).

The afternoon session will be chaired by [Diane Astin](#), PLP's Head of Casework and author of 'Housing Law: An advisers' handbook'.

After both the morning and afternoon workshops there will be a plenary session during which delegates can put questions to complaints handlers.

The course is accredited for 5 CPD points.
The provider code is SA/PLP

Morning Session

10.00	Coffee and registration
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10.25	Morning Session introduced and chaired by Conrad Haley Director, Public Law Project
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10.30 – 10.50	Presentation by Jodi Berg , Independent Complaints Reviewer
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10.50 – 12.20	<p>MORNING SESSION FIRST TIER COMPLAINTS PROCESS</p> <p>The first step for your clients will be the internal complaints procedure of the offending organisation. In this session, those in charge of internal complaints handling will offer a comprehensive guide to how these systems are supposed to work, and give advice on how to get the most out of them.</p> <p>We ask:</p> <ul style="list-style-type: none">• <i>What are the processes?</i>• <i>Why use them at all?</i>• <i>What are the time limits (for the client and on the public body)?</i>• <i>What should you do if the public body ignores them?</i>• <i>What can you do to help make them work?</i> <p>WORKSHOP 1 HOUSING COMPLAINTS Noel Khine, Group Complaints Services Manager of Southern Housing Group will examine the complaints procedures of social landlords.</p> <p>WORKSHOP 2 LOCAL AUTHORITY COMPLAINTS Susan Riddle, Corporate Complaints Manager at Brent Council, will cover the corporate complaints process and Gemma Gordon-Johnson of Westminster Council will deal with the new complaints arrangements in health and social care.</p>
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12.20 – 12.40	Panel Discussion Q&A from delegates
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12.40 – 13.40	Lunch
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Afternoon Session

13.40 – 13.45	Introduction to afternoon session chaired by Diane Astin , Head of Casework, PLP, and author of 'Housing Law: An advisers Handbook'
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13.45 – 15.45	<p>AFTERNOON SESSION SECOND TIER COMPLAINTS</p> <p>We ask:</p> <ul style="list-style-type: none">• <i>How to make the Ombudsman work.</i>• <i>What happens in an investigation?</i>• <i>How advisers can help.</i>• <i>What remedies can the ombudsman provide?</i> <p>WORKSHOP 3 HOUSING OMBUDSMAN Rafael Runco and Linda Collier of the Housing Ombudsman Service.</p> <p>WORKSHOP 4 LOCAL GOVERNMENT OMBUDSMAN David Connolly (Assistant Ombudsman)</p>
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15.45 – 16.00	Coffee break
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16.00 - 16.30	Q&A panel, responding to questions from delegates and round up of the day
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16.30	Finish
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I would like to book place(s) on the PLP advisers' training day on 24th April 2009

Workshop preferences

(please underline one choice from each of the options for the morning and afternoon sessions):

Morning session: Either Housing Complaints procedure; or
Local Authority Complaints Procedure.

Afternoon session: Either Local Government Ombudsman; or
Housing Ombudsman

Name

Position

Organisation

Address

Post code

Tel

Fax

Email

Special dietary requirements

Access requirements

I enclose a cheque for £ / Please invoice me for £ (Delete where applicable)

If paying by purchase order, please raise it with your accounts department before booking. Your place will only be secure once payment is received.

Standard fee: £70 + VAT (£80.50) per delegate. This course is being offered at a subsidised rate thanks to funding from the Housing Ombudsman and Local Government Ombudsman.

Cancellation fees:

More than 2 weeks before event: £40 + VAT

Within 2 weeks of event: 100% of delegate fee

Please return to: Pamela Powell, Public Law Project, 150 Caledonian Road, London N1 9RD.

Tel: (020) 7697 2191 Fax: (020) 7837 7048. Email p.powell@publiclawproject.org.uk



TERMS & CONDITIONS

Contract: A contract will be formed when the Public Law Project ("us" or "we") accepts a booking request and sends confirmation to the delegate ("you"), and not before. We are under no obligation to accept any booking form or send confirmation, and will not be liable for any losses caused by our refusal or failure to do so. Payment: The fee for the event must be paid either within 28 days of the date of the confirmation or by the date of commencement of the event, whichever is the earlier. Where payment is not received when due, we shall be entitled to charge an administration charge of £10 and to claim interest at a rate of 5% per annum above the Bank of England bank rate on any overdue fees. Subject to the provisions on cancellation, the event fee remains due and payable irrespective of whether you actually attend the event. Cancellation: Delegates may be substituted at any time with no additional cost. You may cancel your booking without incurring any fee or charge by providing us with notice in writing within a period of 7 working days following the date of confirmation of booking (the date on which any such cancellation notice is made shall be determined in accordance with Regulation 10 of the Consumer Protection (Distance Selling) Regulations 2000) provided the event is due to begin after the end of that 7 working day period. After that period of 7 working days, you may cancel your booking at any time prior to the date of the event by providing us with notice in writing and on the following terms: (a) If we receive cancellation of a booking 14 days or more before the commencement of the relevant event, we will refund the fee for the event (or whatever part thereof, if any, that has been paid by that time), less £30 plus VAT; (b) if we receive cancellation of a booking 13 days or fewer before the commencement of the relevant event, the whole of the event fee will remain payable, with no refund. Any cancellations received after 5.00 pm shall be treated as received on the next working day. In any cases in which you cancel, we shall not be liable to pay interest on any amount refunded. We shall be entitled to cancel any bookings at any time and for any reason. If we make such cancellation, we will refund any event fees already paid and any unpaid event fees will no longer be due. We shall not be liable to pay interest on any amount refunded. We will not be liable to you for any other expenses, costs or losses of any nature, including without limitation costs of travel or accommodation. We reserve the right to vary the event content, speakers or venue to alternatives of equivalent quality or price where necessary.

Regulation 7 - Information required prior to the conclusion of the contract

In good time prior to the conclusion of the contract PLP shall:
provide to the customer the following information -

- (i) its identity and, where the contract requires payment in advance, its address;
- (ii) a description of the main characteristics of the services;
- (iii) the price of the services including all taxes;
- (iv) delivery costs where appropriate;
- (v) the arrangements for payment, delivery or performance;
- (vi) the existence of a right of cancellation except in cases where the performance of the contract has begun with the customer's agreement before the end of the cancellation period and after PLP has provided the information listed here and the information required by Regulation 8;
- (vii) the cost of using the means of distance communication where it is calculated other than at the basic rate;
- (viii) the period for which the offer or the price remains valid; and
- (ix) where appropriate, the minimum duration of the contract, in the case of contracts for the supply of services to be performed permanently or recurrently;

inform the customer if PLP proposes, in the event of the services ordered by the customer being unavailable, to provide substitute services (as the case may be) of equivalent quality and price.

PLP shall ensure that the information required above is provided in a clear and comprehensible manner appropriate to the means of distance communication used, with due regard in particular to the principles of good faith in commercial transactions and the principles governing the protection of those who are unable to give their consent such as minors.

PLP shall ensure that its commercial purpose is made clear when providing the information required above or, in the case of a telephone communication, the PLP's identity and the commercial purpose of the call shall be made clear at the beginning of the conversation with the customer.

Regulation 8 - Written and additional information:

PLP shall provide to the customer in writing, or in another durable medium which is available and accessible to the customer, the following information, prior to the conclusion of the contract or thereafter, in good time and in any event, during the performance of the contract: the information set out in sub-paragraphs 1 (a) (i) to (vi) of Regulation 7 above; information about the conditions and procedures for exercising the right to cancel, including information as to how the right to cancel may be affected by the customer agreeing to performance of the services beginning before the end of the seven working day cancellation period; the geographical address of the place of business of PLP to which the customer may address any complaints; information about any after-sales services and guarantees; and the conditions for exercising any contractual right to cancel the contract, where the contract is of an unspecified duration or a duration exceeding one year. (Please note that Regulation 8 does not apply where the services are performed through the use of a means of distance communication – this would appear unlikely to be case for the majority of PLP's events)

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