



## 20 More Cases from the DCS

**DCS** Disability Conciliation Service 

funded by  Disability Rights Commission

**Disability:** Physical Impairment

**Service Sector:** Catering

**Summary:** A disabled woman visited a fish and chip shop accompanied by her daughter. Due to her disability, she was unable to take the stairs to the upstairs restaurant. They requested the same service as other customers (eating from plates and being able to order tea etc.) on a table located in the downstairs takeaway section of the shop. The staff offered to carry the woman up the stairs but this was refused on health and safety grounds.

As a result they had to eat standing up in the takeaway area. The only adjustment made was the provision of proper knives and forks.

**Outcome:** Full and Final Settlement was reached.

The fish and chip shop agreed to provide an identical service to that offered in the restaurant for anyone unable to use the stairs to the upstairs restaurant, with immediate effect.

It was agreed that a sign would be displayed informing customers that an identical service is available downstairs if they are unable to climb the stairs to the restaurant.

The restaurant agreed to write a letter of apology.

**Disability:** Physical impairment

**Service Sector:** Sports & Leisure

**Summary:** Mr P has cerebral palsy and is a permanent wheelchair user. He had booked a place, via the internet, for a speed dating event. He was subsequently informed that the venue had been changed and that he would not be allowed to attend due to his disability. He had previously attended a similar event organised by the company and had only been allowed entry after a lengthy argument.

**Outcome:** Full and final settlement was reached

Although the company had no disability policy, all staff were aware of the company approach to deal respectfully with disabled people and to make reasonable adjustments wherever possible. To ensure a consistent approach in future, the company agreed to change their web site to ask people with access and mobility needs to make bookings by phone so that the company could do their best to accommodate their needs.

The following reasonable adjustment was agreed in order to comply with the requirements of the DDA 1995: When events were attended by people with mobility problems, the roles of men and women might change with regards to who remained seated and who moved around. The company also agreed to include venue contact information on their website.

The company offered an apology and also acknowledged the hurt feelings of Mr P.

As a goodwill gesture, the company offered a free place at an event of Mr P's choice. This was accepted.

**Disability :** Physical Impairment

**Service Sector:** Sports & Leisure

**Summary:** Mr O visited his local swimming pool and was unable to use the disabled changing room facilities as they were being used by non-disabled people.

**Outcome:** No settlement was agreed. However, the following points were agreed;

A representative (Mr S) from the swimming pool agreed to pursue grants to try and refurbish the changing room.

Certain immediate changes would be made to the old changing room:

- A permanent chair and, if affordable, a fixed folding chair would be provided.
- No items would be stored there.
- An old style alarm would be re-instated if possible. If not, an alarm cord would be re-positioned.
- The toilet seat would be upgraded.
- A secure grab handle would be installed by the toilet.
- The management would ensure that area would be cleaned to the same standard as the other facilities and tiles would be repaired.
- Door security would be improved.
- Locker keys at reception would be clearly identified (bottom for wheelchair users and top for all other customers).

Mr S would suggest some wording for a new sign for the new disabled facility and send it to Mr O for feedback.

During the closure period of the old area whilst work was carried out, a new area would be allocated for disabled use with a fitted lock.

Mr S would investigate onsite Disability Awareness Training.

It was agreed that in the new facilities, a grab rail would be fitted by the shower and adjustable shower heads provided.

Mr S would look into enclosing some of the existing communal showers if this was achievable and affordable.

The individual shower cubicle by the pool would be repaired and maintained so that it would be available for use, as soon as possible.

The improper use of the new disabled changing area would be addressed by signage and staff policing, with a follow up review.

A review would take place in 5 months. If access to the facilities had not been resolved, Mr S would consider having certain times available to disabled people only.

Cabinet members would be consulted to see if there was some route other than insurance whereby Mr O could be paid some financial compensation. Mr S would check any subsequent procedure and assist where possible.

**Disability:** Physical Impairment

**Service Sector:** Public Administration

**Summary:** A disabled inmate claimed that he was being discriminated against due to inadequate facilities being provided at the prison he was detained at. The inmate needed assistance when taking a shower, access to more suitable washing facilities, better access to education and religious services and improved general assistance from the prison staff.

**Outcome:** Full and final settlement was reached.

Items had been ordered that would help towards toileting and washing, and raised flooring for the shower would be installed. The Complainant acknowledged this help and would undertake to give them full use. It was agreed that if the shower items were not successful, the prison would look at other options. It was acknowledged that help for lifting or handling on a routine basis could not be provided due to Health and Safety, but help would be available in emergencies (e.g. a fall).

The prison agreed to undertake a full education and accessibility assessment within one week of the meeting and action the findings within a further week. They also agreed to review the location of specific religious (currently held on the 1<sup>st</sup> floor). This would be done within one week of the meeting. The Governor and staff would take steps to re-enforce requirements for professionalism and decency with staff during the next month and on a regular basis thereafter. Medical staff at the prison would refer the Complainant to a GP for anxiety/stress management within the next two week.

The possibility of the Complainant being moved to another wing in the prison was discussed in the meeting but it was acknowledged that the facilities on offer there would be worse than those currently being experienced.

It was also acknowledged that this would also be true with regards to a possible move to another prison.

**Disability:** Physical Impairment

**Service Sector:** Financial

**Summary:** A wheelchair user had problems gaining access to the local branch of her bank due to a stepped entrance for which no ramp was provided. In the past she had been required to ring a bell on the outside of the building and a member of staff would come out and transactions would take place on the street.

On this latest visit which took place after 1<sup>st</sup> October 2004, the Complainant was not willing to do this. In previous correspondence, the bank had told the Complainant that they had been refused planning permission for a ramp. After checking with the Local Planning Officer, the Complainant was informed that there had been no records of an application.

Four months after the incident, the bank replied to the DRC, in response to a letter sent regarding the case, stating that a mobile ramp was now available and that staff had been trained to use it. They also agreed to take part in conciliation with the Complainant.

**Outcome:** Full and final settlement was reached.

The bank agreed to write a letter of apology for the failure in customer service and the breach of the DDA, when access was not provided. Along with the letter, would be a report detailing;

- The outcome of investigations into the letters in relation to planning permission being refused and non-response to other letters.
- An explanation, supported by documentary evidence, of the process to identify the options available to make the branch accessible.

It was agreed that a representative from the bank would write to confirm current arrangements for accessing the portable ramp as well as detailed proposals for improved signage, to include relevant timescales.

In addition, all staff at the local branch would be made aware of the bank's complaints procedure and steps taken to ensure that all complaints would be responded to and a leaflet detailing the complaints procedure sent with the response. This would be done by the end of the following month.

Compensation of £5,000 was agreed for service failure and injury to feelings.

**Disability :** Visual Impairment

**Service Sector:** Sports & Leisure

**Summary:** A man was refused access to a gym that he was a member of, on the grounds that he needed to be accompanied by a carer or personal assistant, neither of which he uses in his in his normal day to day life.

**Outcome:** Full and final settlement was reached.

Mr K received a full written apology focussing mainly on the centres poor explanation of its induction and conditions of use.

It was agreed that Mr K would be given a full induction, free of charge. At the end of this induction an assessment would be made by both Mr K and the instructor.

The registration fee paid initially by Mr K would be refunded.

A payment of £50 would be paid to Mr K to go towards equipment bought to use in the gym.

As a gesture of goodwill the centre offered to give Mr K 6 months free membership to the gym subject to an induction.

**Disability :** Visual Impairment

**Service Sector:** Local Authority

**Summary:** Mrs B stated that her Council refused to provide bills in an accessible format. Audio cassette was her preferred format.

**Outcome:** Full and Final Settlement was reached.

It was agreed that the Council was working to the best of its abilities to act in accordance with the DDA and were being as proactive as possible. Verbal policies/procedures were in place or being implemented. The Council would have a written document completed by the end of the year but in the meantime they would actively ensure that people were aware of their responsibilities. This would form part of the induction programme for new staff but also ensure that existing staff remembered it. This would be emailed to Mrs B, at a date subject to Council approval of the document. In addition;

- The Council would talk with a named service provider put forward in the meeting (who were fulfilling their duty to provide information in an alternative format) to obtain info on how to best put a bill on tape.
- Current correspondence to Mrs B had been suspended and in the meantime someone would arrange to visit her as and when necessary to help her complete forms.
- As from the following April, when emails bills would be legal, Mrs B agreed to receive bills in this format. Mrs B agreed to be a 'pilot' user.
- It was agreed that if Mrs B had any concerns she could contact named contacts at the council either by phone or by email.
- It was agreed that the council representative would speak to all service units re problems that may arise and how to overcome them. They also agreed to ensure that the Council Tax and Benefits Dept were given information on how to respond to requests for different formats.

A verbal apology was offered, to be followed by an apology via email.

It was agreed that tapes would be delivered to Mrs B's home.

**Disability:** Visual Impairment

**Service Sector:** Finance

**Summary:** Ms K had previously received her credit card statements in Braille for the past six years. However, for the past five months she had not received any statements at all.

**Outcome:** Full and Final settlement was reached.

Ms J (representative from the credit card company) agreed to look at Ms K's account and the cycle date for the following couple of months and would send Ms K a calendar transcribed into Braille so that she could see when her statements would be produced.

Ms J would speak to Ms K regarding the issues of abbreviations and the binding of the statements produced.

Ms J would ensure that the back office team in the customer services centre (who deal with the provision of alternative format statements) would check accounts on a daily basis and send for transcriptions on the same day. This would result in a three working day delay between the printed statement being sent out and the Braille one. The company were in the process of investigating how they would set up an automated way of doing this.

Disability Awareness Training would be given to all permanent contact centre staff as part of their induction.

Ms J and Ms K exchanged telephone numbers and would liase on a regular basis regarding outstanding issues.

Compensation of £600 was agreed.

**Disability :** Visual Impairment

**Service Sector:** Retail

**Summary:** Mr. T visited a supermarket with his assistance dog and was challenged several times by staff who informed him that there were no dogs allowed in the shop. He was made to feel unwelcome and eventually left without completing his shopping.

**Outcome:** Full and final settlement was reached.

Assurance was given by the Store Manager, that this incident would not be repeated. The following procedures had been put in place:

- a) All staff in the branch had been re-trained in relation to 'working dogs' being allowed in the shop.
- b) Every member of staff had signed a document confirming their awareness that Guide Dogs were allowed in the store.

A memo would be sent via the store post internal email to all managers across the United Kingdom to ensure that all working dogs are allowed free access into all stores. This would be done within 4 weeks. Included in this memo would be the request that all managers ensure that the relevant 'Assistance Dogs Welcome' sticker was displayed on doors of all supermarkets within the chain.

The supermarket would ensure that all stores were using the signage relevant for 'Assistance Dogs Welcome' within 4 weeks of the meeting.

The store's Disability Policy and the training material for in-house staff induction training were discussed.

The representative from the Senior Management Team and the Store Manager apologised for the treatment received by Mr T.

£1,000.00 compensation was agreed for injury to feelings and inconvenience.

**Disability:** Visual Impairment

**Service Sector:** Finance

**Summary:** Ms L did her shopping using her SWITCH card. She used the same card to withdraw money from ATMs using a PIN and to purchase goods in shops using the card and signature. Changes made by the bank to incorporate the new CHIP and PIN system (introduced industry wide) meant that Ms L was no longer able to sign for goods and use ATMs on the same card. Prior to conciliation, the bank had offered two options with the new issue cards;

- a) A card that would allow signature purchases that could be used in shops but which could not have a PIN issued with it to allow withdrawal of cash from an ATM.
- b) A card with a PIN issued to allow ATM withdrawal but that would not allow signature purchases. They would not agree to two cards being available on the same account.

Neither of these options were workable for Ms L.

**Outcome:** Full and final settlement was reached.

The bank had investigated its IT systems and had devised a way to issue two cards on the same account. Ms L was offered one card she could use with her signature and another with a PIN that she could use to access her cash from an ATM. The new cards were brought to the meeting. The parties went to the bank to action them after the meeting. This reasonable adjustment, of having two cards on one account would be circulated throughout the bank so that it would be an option for other customers.

The understanding of DDA issues in the Customer Service Department was discussed. It was agreed that DDA training would be incorporated into their current training programmes. Training would be delivered every six months. It was agreed that details of the meeting would be fed back to senior bank management to assist with further work on DDA issues.

**Disability:** Visual Impairment

**Service Sector:** Communications

**Summary:** Mr J has a visual impairment. He contacted his mobile phone provider to request an alternative upgrade. He required a phone that he could use with TALKS software to access the SMS facility. He was informed that this option would not be available to him on his particular network. He was particularly keen to stay with his current provider.

**Outcome:** Full and final settlement was reached

The phone company agreed to pay £700 for Mr J to purchase the phone he required along with the accompanying software. It was agreed that because the phone would not be provided by the company, Mr J would not be able to take advantage of certain areas of support or additional functions that are provided when people purchase their phone directly.

The company were already working closely with handset manufacturers to address accessibility issues. In addition, wider issues raised in the case would be raised with the UK Managing Board.

**Disability:** Hearing Impairment

**Service Sector:** Catering

**Summary:** Ms M has a hearing impairment. She has no directional hearing and requires the assistance of a hearing dog. She had arranged to take an elderly relative out for lunch to a pub/ hotel in the country. When they arrived at the hotel, Mrs M was informed by a member of staff that she could not take her dog into the restaurant for health and safety reasons. She was told that she could only eat in the bar area which was dark and smoky. Despite producing a letter from environmental health confirming that her dog was trained and would pose no risk. Mrs M was further offended by a remark made by the hotel owner along the lines of the fact that 'she looked intelligent for someone who was deaf'. The Client felt very humiliated and was eventually ordered out of the pub.

**Outcome:** Full and final settlement was reached

The Hotel agreed to change its "no dogs" policy and to display "assistance dogs welcome" stickers. The Complainant shared information with the owner about Hearing Dogs for Deaf People.

An apology was offered and accepted.

The Hotel offered a goodwill gesture of a free meal for the Complainant and three of her friends. Compensation of £300 as re-imbusement for expenses was also agreed.

**Disability:** Learning Disability

**Service Sector:** Education & Training

**Summary:** A 19 year-old student with severe dyslexia had a confirmed place on a Finance & Accounting Degree to commence at the start of the year. On the first day of term, the Complainant was told that they could sit in on lectures but could not go through the enrolment process. The parents had a meeting with the Academic Director and a member of staff from Admissions. They were informed that the College did not want the administrative burden of recruiting and employing a note taker, and had decided to withdraw the offer of a place at the College.

Advice had been provided to the college in relation to the student's dyslexia during the year leading up to the beginning of the course. After successfully passing the two 'A' levels, the parents of the student had regularly communicated with college staff and had been assured that appropriate support had been arranged. It was understood that the college had agreed to employ and pay for a note taker in order to make the course accessible. The offer had been dependant on passing two 'A' levels. One 'A' level had been dropped on the advice of the admissions department.

Three days before the beginning of term, the Academic Director had informed the Complainant's parents that he thought that the family had agreed to organise the note taker themselves. Admissions apologised for this and re-assured the student that everything would be fine for the beginning of term.

Whilst the Academic Director acknowledged that more might have been done to enable the student to keep his place on the course, it appeared that the Complainant was rejected from

the College for reasons related to their disability, and that no reasonable adjustments had been made.

The Complainant had difficulty finding another place on a similar course (due to having dropped an A level on the recommendation of the College) and felt that they had not been able to exercise real choice in terms of finding a replacement university place.

**Outcome:** Full and final settlement was reached.

The duties and responsibilities imposed on the College by Part III of the Disability Discrimination Act 1995 were discussed.

Parties discussed what actions should have taken place to ensure that the Complainant could have studied at the School, the personal impact of the events and the condition of dyslexia and its impact. The College's disability policy and procedures were also discussed.

The College agreed to assign a member of staff to be responsible for ensuring that the College complied with the DDA. This person would be their Disabilities Officer and would have ongoing responsibility to support students with disabilities. This Disabilities Officer would be appointed within one year and it was agreed that information would be sent out to the Complainant about the training received by this Officer.

It was also agreed that all full-time staff would be trained in disability awareness and that this training would be incorporated in induction training for new staff. The Complainant would be told the percentage of staff that had been trained at the end of the calendar year. The Academic Director agreed to put in place some public dyslexia awareness information for students – such as a poster – by the beginning of October. The Director agreed to identify the Disabilities Officer in the College's prospectus and on its website, including the Officer's name, role and contact details. The College would make it clear that the Officer's support would be available to both current and new students.

It was agreed that a written apology would be sent from the Chair

of the College to the Complainant by a specified date. This would include apologies for the stress caused to the student and for the College not meeting the anticipatory requirements of the DDA.

Compensation of £3,500 was agreed.

**Disability :** Physical Impairment

**Service Sector:** Education & Training

**Summary:** Mrs O alleged that she was bullied by her tutor, on account of her condition (ME); derogatory remarks were made in front of fellow students during the course of various classes.

**Outcome:** No Settlement was reached. However, the following points were made:

The college representatives apologised for the distress caused to Mrs O. Mrs O said that she appreciated the efforts made by the college to resolve the situation but was disappointed at the amount of progress made since during the previous six months.

The college put forward some ideas for how Mrs O could pursue her studies. None of these were considered feasible to Mrs O. The college was open to further discussions with Mrs O about these or other options. Mrs O would be informed of a relevant date to inform the college if she wished to claim a Diploma.

All college staff, full-time and part-time, had already been trained in the DDA. The college would ensure that information would be included in every course handbook.

Mrs O had the option of taking Stage 4 of the internal college Complaints Procedure, which would include the discussion of compensation. If she decided to pursue one of the suggested options, the college would support her to achieve her aims.

**Disability:** Physical Impairment

**Service Sector:** Education & Training

**Summary:** Ms W is a wheelchair user. She attended a computer-based course at a local college. She had difficulty accessing the building. Once in the building, she could not access the 1<sup>st</sup> floor computer room. She spent the class sessions in a downstairs room. The tutor taught in the upstairs room and would run down to Ms W for a few minutes each lesson.

Ms W alleged that she had received poor treatment from the tutor during the short amount of time that she was in the room.

As a result, Ms W had bought software and books so that she could teach herself at home as she was not being taught during the course.

**Outcome:** Full and Final Settlement was reached.

A discussion took place about Ms W's experiences during the course. The College said that they had revised their procedures for allocating additional learning support. A formal agreement would be signed between students and the College in future, setting out a planned course of action.

The College would be access audited and it was agreed that Ms W would give feedback on the findings. Staff would receive DDA training to familiarise them with the requirements of the DDA and on what to do to help disabled people using their service.

Due to the lengthy time taken to deal with this complaint, the College would re-work its complaints procedure, to include clear timescales.

A refund of £650 for course expenses was agreed.

Compensation of £4,000 was agreed.

**Disability:** Visual Impairment

**Service Sector:** Education & Training

**Summary:** Mr G had struggled to access information provided for the duration of a three-year degree course. Course materials, including exam papers had been provided in inaccessible formats. Due to this, Mr G had had difficulty following classes and completing work. Handouts, writing on whiteboards, slide shows, and many other things he needed were inaccessible to him. Mr G had frequently brought his requirements to the attention of the College and a third party had also requested accessible formats on his behalf.

Other problems were discussed, including poor lighting in an exam room, provision of inadequate equipment and Mr G having missing a module based externally due to required transport not being provided. Mr G believed that the marks he had received on all elements of the course had been lower than those he would have achieved had he been able to access all the information that had been available to other students.

**Outcome:** Full and Final Settlement was reached.

The College acknowledged that reasonable adjustments had not been made and apologised. It was agreed that that all of Mr G's work would be remarked by an external examiner. The College would help in the appeal process with the exam board, should that be necessary.

A discussion took place about the roles of members of staff in the complaint. The College explained new measures that they had introduced. 'Staff Development Days' would now contain a section on DDA duties.

Compensation of £5,000 was agreed to cover the reimbursement of a student loan and injury to feelings.

**Disability:** Physical Impairment

**Service Sector:** Education & Training

**Summary:** A recent graduate from a University had Chronic Fatigue Syndrome. Towards the end of her studies her health had worsened. Additional support had not been provided as the University believed it would compromise academic standards. Due to substantial help received with practical work, the University decided that she should complete a viva. This could have put her at a disadvantage as her condition made it very difficult to respond verbally, retrieve appropriate words and terminology.

The student felt that with support she could have received a better final result. Although no longer at the University, she wanted them to learn from her experience.

**Outcome:** Full and final settlement was reached

The University recognised that they should have taken account of the student's specific needs and that more meetings and better communication would have helped this. They are now aware that reasonable adjustments need to be constantly reviewed in the light of changing circumstances.

The University accepted that the student should have been given more notice for her viva exam. It was also accepted that delays in discussing extra time for the student were unhelpful. They acknowledged that when there were particular concerns about the student's health, discussions should have taken place with her tutor and someone from the academic support centre.

The University had recently formulated a plan for students that would soon be published. A copy of this would be sent to the student. It was agreed that all staff would receive disability training.

Compensation of £2000 was agreed.

**Disability:** Learning Disability

**Service Sector:** Education & Training

**Summary:** A student was diagnosed with dyslexia during the second year of a three year degree course. Recommendations were made by a clinical psychologist in order to make the course more accessible. The student complained that reasonable adjustments were not made and she was treated differently. For example, handouts were not provided and during a lecture a tutor commented that as the lecture was being recorded he would have to limit the content of the lecture to avoid being sued. The student had been sat in the front row. Lecturers also told the student that they disagreed with the University's central policy on how to mark the work of students with dyslexia. Difficulties persisted and the student began to experience acute anxiety and panic attacks for the first time. She was referred to a psychiatrist who prescribed a course of treatment, commenting that her condition was a reaction to her university situation.

**Outcome:** Full and final settlement was reached

The University confirmed that 95% of course notes were now available on the University intranet. As a result of new members of staff joining the faculty and a new law module being taught in house, anticipatory handouts were less of an issue and students could tape record lectures if they wish.

New staff members have disability awareness as part of their induction training. University departments agreed to take steps to ensure that invigilators make sure all students are aware of the changes to the exam papers. Invigilators now have training covering students' needs. All staff are sent guidance on disability policies and good practice and made aware of their obligation. Failure to meet these could result in disciplinary action. Marking policies are very clear for the University and external examiners.

The University has a best practice guide to dyslexia. Students are encouraged to comment on this. A national leaflet has been produced and circulated in the University on use of language towards students with disabilities. The University is aware that it needs to monitor agreed action in response to student complaints.

The Complainant was invited to give comment on University disability policy documents.

Compensation of £2400 was agreed.

**Disability:** Physical Impairment

**Service Sector:** Education & Training

**Summary:** Mr M has Reflex Sympathetic Dystrophy and had taken methadone as pain relief for the last 10 years. He was unsuccessful in his application for a Professional Diploma in Counselling at the College on the grounds of concerns surrounding his medication. This was after an explanation had been given explaining the difference in effects between ex-substance users and patients using the drug for pain relief. An entry interview had been held, 75% of which had been devoted to discussing Mr M's impairment and medication. Mr M had already studied for intermediate and advanced certificates in Counselling at the college and felt that his application was rejected on different grounds to other applicants.

**Outcome:** Full and final settlement was reached

The Principal of the college would write a letter of apology to Mr M. The letter would contain a re-assurance that such an issue would not re-occur. On future selection days for the Professional Diploma, there would be an internal and external assessor present at the interview.

The College Director would organise a meeting with BACP, Head Tutor of Department, the Faculty Manager and Mr M to discuss ethical guidelines and how they can be made responsive to the DDA. During the Advanced Certificate and Professional Diploma course 3 tutorials would be held during the year and written feedback and a plan for action would be agreed. This would be given to the student and the tutor and the student would sign this.

The Faculty Manager agreed to invite a manager in palliative care, to attend regular staff development days and to do some work with the diploma students on pain management.

**Disability:** Learning Disability

**Service Sector:** Education & Training

**Summary:** It was alleged that a child who has Aspergers and bowel problems was given less favourable treatment from the school they were attending. On one occasion, the child was refused leave to use the toilet, and was subsequently penalised as a result of leaving the classroom under their own volition. They were also excluded from participating in a school play for reasons related to their disability. Due to the child's condition it was argued that they needed to carry a mobile phone in order to obtain support from home when difficult issues arose at school. However, the local council had imposed a blanket ban on mobiles in all schools.

**Outcome:** Full and final settlement was reached

With regards to the toilet issue, the school offered an unreserved apology. The parents agreed to provide the school with medical information about the child's bowel problems, and to inform the school by telephone when the child was experiencing problems.

The School apologised for sending out a letter before finding out all the details of the above incident. It was acknowledged that there had been unusual circumstances, and it was clarified to the satisfaction of all, that the child had not in fact been punished as originally stated.

It was agreed that all teaching staff would be given information about Aspergers with particular reference to the child's understanding and communication skills.

A discussion took place around the importance of developing a plan that would cover the rest of the child's time at school. All agreed that the primary concern was the child's safety, and that a meeting would be convened to include key personnel from both the child's present and future school, and to be arranged before the end of term, in preparation for a move to secondary school.

The issue of the mobile phone was discussed at length, however no agreement was reached. A commitment was given from the local authority that the child would have access to a telephone at the present and future school and a named contact person (identified at the meeting) would be available for the child should future issues arise.