Reservation of Rights Rider

Reservation of Rights Rider to Signed Direct Payment Agreement

This Rider is attached to and forms part of the signed Direct Payment Agreement sent to the Council on **26/07/2026**

This Rider is not a refusal to sign the Agreement and is not intended to prevent implementation. It is notice that the Agreement is signed under protest and under practical compulsion, and that signature does not waive statutory, common-law, appeal, JR, financial, Equality Act, Human Rights Act, damages, restitution, or recovery of sums due rights.

If the Council contends that it cannot accept this Rider or cannot accept a signature under reservation of rights, it must identify the legal basis for that position immediately and must also identify what lawful interim mechanism it will use to meet assessed eligible needs without further delay.

Please confirm that the reference to “Doncaster Borough Council” in the Agreement is the correct legal contracting entity or that the Agreement will be treated as issued by City of Doncaster Council without prejudice to implementation.

I sign the Direct Payment Agreement strictly under protest, under practical compulsion, and with full reservation of rights.

My signature is provided only to remove the Council’s stated administrative reason for non-payment and to secure urgent care and support.

This Rider is not a refusal to sign the Agreement and is not intended to prevent implementation. It is notice that the Agreement is signed under protest and under practical compulsion, and that signature does not waive statutory, common-law, appeal, JR, financial, Equality Act, Human Rights Act, damages, restitution, or recovery of sums due rights.

My signature does **not** mean that I accept:

1. the lawfulness of the managed account requirement;
2. the lawfulness of withholding care or payment pending paperwork;
3. the personal budget calculation;
4. the hourly rate;
5. the assessed contribution;
6. the Statement of Financial Circumstances;
7. any DRE position;
8. any waiver of my existing appeal, judicial review, complaint, damages, restitution, recovery of sums due, Equality Act, Human Rights Act, or financial assessment rights;
9. that the Council’s failure to provide care from **3 July 2026** is lawful.

The Agreement is signed on the basis that the Council has already stated that care and support is calculated to commence from **3 July 2026**, and payment arrangements must therefore be backdated accordingly.

If the Council contends that it cannot accept this Rider or cannot accept a signature under reservation of rights, it must identify the legal basis for that position immediately and must also identify what lawful interim mechanism it will use to meet assessed eligible needs without further delay.

Signed: Barbara Hadden

Date: 26/07/2026