

TERMS AND CONDITIONS OF ENGAGEMENT
PICKERING PSYCHOLOGY SERVICES LTD

1 Supply of Services

- 1.1 The expert acknowledges that any and all expert services provided to the instructing solicitor are intended for use solely by the instructing solicitor and/or the client.
- 1.2 The expert understands that expert services are requested for use within court proceedings or that they may be used within court proceedings at a later date (ie if the matter is currently within pre-proceedings).
- 1.3 The expert agrees to provide access to the service agreed but maintains no liability for the outcome of such work.
- 1.4 The expert will only accept instructions which fall within their specific area of expertise.
- 1.5 As far as the expert is aware, there is no conflict of interest in providing expert services requested.
- 1.6 The expert has no specific representations against being named or otherwise identified in any public judgement handed down by the court.
- 1.7 Expert services requested through Pickering Psychology Services will be completed within the timescale agreed on enquiry. In the unfortunate likelihood the agreed timescale cannot be met further instruction will be sought from the instructing solicitor.

2 Duration

- 2.1 This agreement shall commence upon receipt of the instructing solicitor's formal letter of instruction, and unless sooner terminated will continue until the matter is closed.

3 Fees/Invoice Procedure

- 3.1 All work undertaken by the expert will be charged at the current legal aid rates as stated below.

Adult Psychologist	£93.60 per hour
Child Psychologist	£100.80 per hour
Psychiatrist	£108.00 per hour
Missed appointments	2 hours at the hourly rate stated above
Travel	£40 per hour charged from the expert's base postcode
Mileage	45p per mile charged from the expert's base postcode.
Professionals' meetings	preparation and attendance including travel and mileage at the rate stated above
Court attendance	preparation and attendance including travel and mileage at the rate stated above. If attendance is cancelled with less than 48 hours' notice, half a day (4 hours) will be charged along with any preparation undertaken
Additional questions	questions received outside the formal letter of instruction or after filing of the report will be charged at the hourly rate stated above. An estimate will be provided upon request or receipt of the additional questions and is dependent upon the number or extent of questions being asked, any further reading required and further appointments with the client as necessary. Responses which take less than an hour to complete (preparation and writing time) will not be charged for. Responses are usually provided within 10 working days from receipt dependent upon the expert's availability

- 3.2 Any time spent will be done so in accordance with the hours set out in the Legal Aid Agency's Guidance on the Remuneration of Expert Witnesses.
- 3.3 We reserve the right to amend the estimate provided on enquiry should the papers received be excessive in order to allow further reading.
- 3.4 We request that costs are applied for from the Legal Aid Agency prior to the work commencing in order to minimize the possibility of a reduction in fees at a later stage.
- 3.5 The parties shall be responsible to the expert for payment of the expert's fees and disbursements, whether or not they have been placed in funds by the client (or, in the legal aid cases, by the Legal Aid Agency).
- 3.6 Any party not eligible for legal aid or who is self-funded, will be required to make payment in full (cleared funds) prior to any work commencing (this includes additional questions and attendance at meetings or court). This can be via either the representing solicitor confirming they are in funds or accepting responsibility for their client's funds in writing, or by direct payment from the privately paying party.
- 3.7 Where any matter/case is referred to taxation or assessment by the Legal Aid Agency the liability of the parties to pay the expert's fees and disbursements shall not be reduced unless a court or Legal Aid Agency has provided detailed specific guidance that such fees and disbursements were not reasonable. The expert shall not suffer loss and have their fees reduced or pro-rated down where a general reduction in costs to a particular matter/case is imposed by a court or Legal Aid Agency.
- 3.8 Appointments cancelled within 72 hours' notice, or appointments that do not proceed due to the client's non-attendance, will incur a charge of 2 hours of the expert's time plus any reasonable preparation work, mileage, travel and associated costs.
- 3.9 Pickering Psychology Services reserve the right to refuse to offer further appointments should a client fail to attend two appointments. Further appointments will only be offered upon direction from the Court should the Court wish the client to be offered further opportunity to attend.
- 3.10 All fees are subject to VAT.
- 3.11 The expert shall raise an invoice in their name to the parties via the instructing solicitor for their fees and disbursements and any other fee, cost expense or debt due to the expert on completion of the required services.
- 3.12 Payment of the expert's fees are due within 6 weeks from submission of the invoice. The expert retains the right to charge interest every day over 6 weeks the invoice remains unpaid. Payment is required by BACS. We do not accept payment by cheque.
- 3.13 Where the expert has provided expert services in a matter/case which is/was subject to Legal Aid:
 - 3.13.1 The expert shall be notified if the Legal Aid Agency has refused to provide funding for a matter/case. This does not remove the onus of payment from the Appointer for work completed.
- 3.14 A failure to pay any invoice may result in further action being taken via the Small Claims Court as appropriate.

4 The Expert's Duties

- 4.1 When providing professional services, the expert will ensure that they are engaged using the Engagement Terms and Conditions and shall not amend or allow others to amend such Engagement Terms and Conditions unless there is mutual agreement.
- 4.2 The expert shall at all times maintain adequate professional indemnity insurance.
- 4.3 The expert will provide an opinion based on all the material facts and documentation made available to the expert at the time of writing the report.

4.4 Any documents/communications received from parties other than the instructing solicitor, will be forwarded to the instructing solicitor as soon as practicably possible.

5 The Instructing Solicitor's Duties

5.1 The instructing solicitor should provide a detailed letter of instruction in a timely manner or by the date requested. Where possible this should include the following information:

5.1.1 A background to the proceedings identifying issues which are agreed and disputed

5.1.2 Issues on which an opinion is sought, including any specific questions the Expert is expected to answer or comment upon

5.1.3 A detailed schedule of parties including up-to-date contact numbers and email address for all legal representatives

5.1.4 Detail of the fee share for each party

5.2 An indexed bundle of documents relevant to the issues which the expert is being asked to address should be provided by the instructing solicitor.

5.3 The instructing solicitor will furnish the expert with any updating documents relevant to the issues which the expert is being asked to address or comment upon throughout the expert's involvement.

5.4 The instructing solicitor should furnish the expert with instructions and documents by email or post.

5.5 Should additional questions be requested upon completion of the initial assessment, this should be done via a further letter of instruction, again including the items listed in section 5.1 above.

5.6 Failure to provide the expert with a letter of instruction and documents in a timely manner, or by the date requested, may result in the expert being unable to uphold the timescale required. If this is the case, the expert will endeavour to notify the instructing solicitor as soon as possible so that other arrangements can be made as appropriate.

6 Hours and Availability

6.1 During the period of agreement the expert shall, unless prevented by ill health, devote to the provision of the professional services such part of the expert's working time attention and abilities as are reasonably necessary for proper fulfilment of such services.

6.2 The expert may in her absolute discretion employ or retain assistants for the performance of the Services. In such circumstances, the expert will use all reasonable endeavours to ensure that the assistants are suitably competent or experienced to perform the Services, and will ensure the provision of supervision.

7 Appointments

7.1 Upon receipt of a letter of instruction appointments will be made for the expert to meet with the client(s) and any other family members which may be necessary to assist the expert in completing their report.

7.2 Adult appointments will take place at the representing solicitor's office during normal working hours unless otherwise requested.

7.3 Pickering Psychology Services will contact the instructing or representing solicitors to arrange appointments as necessary.

7.4 Where a child is seen, appointments will take place either at their school, a contact centre, other local authority venue or CAF/CASS office (or a combination of venues).

7.5 Where a client is unrepresented, we ask that the instructing solicitor make their office available for appointments as necessary, where possible, providing there is no conflict in doing so.

7.6 Remote appointments can be offered if the parties are in agreement for the assessment to proceed on this basis. Confirmation of this will be required in writing from the instructing solicitor.

7.7 Cognitive assessments must be carried out face-to-face.

7.8 Appointments cannot proceed if the client attends with a child or children in their care.

7.9 We cannot assist the client financially or technically in relation to any aspect of the appointment or assessment process.

7.10 The instructing solicitor will be kept up-to-date with any appointment arrangements.

7.11 A reasonable waiting time of 30 minutes will be provided for any appointment where the client is not available at the agreed time of commencement, before being considered a missed appointment.

7.12 Missed appointments or appointments cancelled with less than 72 hours' notice will be charged as set out in section 3 above.

8 Meetings/Court Hearings

8.1 The expert understands that he/she may be required to attend professionals' meetings and/or court hearings within the proceedings.

8.2 The instructing solicitor should request the expert's availability to attend such meetings in writing, providing as much notice as reasonably practicable.

9 Non-Exclusive Arrangements

9.1 This agreement shall not prevent the expert from obtaining work or providing services to any person, organisation or body outside the scope of this agreement.

10 Confidentiality

10.1 Any documentation disclosed by each party to the other during the period of this agreement (including, without limitation, confidential information) shall be regarded as between the parties, and as the property of the disclosing party. It shall be used solely and exclusively for the purposes of this agreement and for no other purpose whatsoever.

10.2 Neither party shall disclose any such confidential information to any third party other than employees, agents or assistants duly appointed in accordance with this agreement for the proper performance of their duties.

11 Intellectual Property

11.1 Any and all intellectual property rights that may arise by virtue of provision of services during the period of this agreement shall belong exclusively to the expert.

12 Termination

12.1 Either party may, without prejudice to any rights or remedies which it may have against the other party forthwith terminate this agreement if:

12.1.1 The other party is in breach of any material provision of this agreement and such party has failed to remedy that breach (if capable of remedy) within 30 days after receiving written notice of such breach;

12.1.2 A resolution for voluntary winding up is passed as for dissolution, or upon the presentation of a petition for an administration order, or winding-up and in the case of an individual on the presentation of bankruptcy petition or if the individual enters into any formal or informal agreement with his creditors (including an individual voluntary arrangement);

12.1.3 The other party is unable to pay its debts as and when they fall due or enters into any arrangement for the benefit of or composition with its creditors; or the other party ceases or threatens to cease to carry on its business or a substantial part of its business.

13 Consequences of Termination

- 13.1 On the expiry or earlier termination of this agreement, such expiry or termination shall be without prejudice to any of the parties' rights which may have already accrued.
- 13.2 All rights and obligations of the parties on termination or expiry shall cease forthwith except where it is expressly stated otherwise in this agreement.
- 13.3 Upon expiration or earlier termination of this agreement each party shall promptly return to the other all tangible information (confidential or otherwise) provided to it under this agreement and all copies of such information.
- 13.4 Notwithstanding expiry or earlier termination of this agreement this clause 13 and clause 10 shall remain in full force and effect.

14 Status of the Expert

- 14.1 Nothing in this agreement shall be construed as creating a partnership or joint venture between any or all of the parties.

15 Supersedes Prior Agreements

- 15.1 This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as from the commencement date, but without prejudice to any rights which have already accrued to either of the parties.

16 Whole Agreement

- 16.1 Each party acknowledges that this agreement and the conditions which form part of it contain the whole agreement between the parties and that it does not rely upon any non-fraudulent oral or written representations made to it by the other or its employees or agents and that it has made its own independent investigations into all matters relevant to it.

17 Notices

- 17.1 Any notices, correspondence or invoices required to be served on or delivered to either parties shall be sent by prepaid first-class post or delivered personally to the address of the relevant party shown at the head of this agreement or sent by e-mail and shall:
 - 17.1.1 in the case of posting be deemed to have been received by the address two working days after the date of posting; and
 - 17.1.2 in the case of personal delivery shall be deemed received on the next working day after delivery.
 - 17.1.3 in the case of e-mail be deemed to be received on the day of sending.

18 Waiver

- 18.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right to subsequently enforce any term or condition of this agreement.

19 Variation

- 19.1 This agreement may not be varied except in writing signed for and on behalf of each party.

20 Severance

- 20.1 If any provision of this agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part, this agreement shall continue to be valid as to its other provisions and the remainder of the affected provisions.

21 Counterparts

- 21.1 This agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts shall constitute one and the same document.

22 Disputed Fees

- 22.1 In the event of a dispute over any sums or fees payable under this agreement such sums that are not in dispute shall be payable when due, irrespective of any counter-claim that may be alleged.

23 Law and Jurisdiction

- 23.1 This agreement shall be governed by and constructed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.