



It is agreed that:

Definitions and Interpretation

1.1 In this agreement the following words have the following meanings:

1.1.1 'Appointer' means the solicitors, insurer, insurance company, government department, local authority, firm, company, partnership or any other person who instructs the Psychologist.

1.1.2 'Commencement Date' means the date of this agreement, when the appointer has indicated acceptance of these terms and conditions.

1.1.3 'Client' means the individual person(s), firm, company, government department, public body on whose behalf the Appointer has engaged the Psychologist.

1.1.4 'Engagement Terms and Conditions' means the contractual terms and conditions which the Psychologist shall use when being engaged by the Appointer.

1.1.6 'Psychologist Fees' means (in absence of written agreement to the contrary) the reasonable charges of the Psychologist for the services based on the rate set out in the schedule and any other fees to which the Psychologist is entitled.

1.1.7 'Psychologist Service' means the services to be provided by the Psychologist to an Appointer set out in the schedule.

1.1.8 'Hourly Rate' means the amount the psychologist shall be entitled to charge the Appointer for their services for each 50 minute "hour" (or part of) where they are engaged in any way in relation to the Matter/Case. Where the Psychologist is engaged for less than a full hour they shall be entitled to charge for such time on a pro-rata basis based on the relevant portion of such hour.

1.1.9 'Matter/Case' means the specific matter or case (as applicable) for which the Psychologist is to be engaged by the Appointer.

1.1.10 'Report' shall mean a written professional report provided by the Psychologist for an Appointer which the Psychologist is instructed to produce by the Appointer for use by the Appointer in relation to the matter/case.

1.1.11 'Working Day' means a day (other than a Saturday, Sunday, statutory, bank or public holiday or a day on which the Psychologist has specified that they will be on holiday).

1.1.12 'Required Services' means the Services as set out in the written instructions from the Appointer to the Psychologist or as verbally agreed.

1.2 The headings in this agreement are for convenience only and shall not affect its interpretation.

1.3 References to clauses and schedules are references to clauses and schedules in this agreement unless otherwise stated.

1.4 Words importing the singular number only shall include the plural number and vice versa; words importing a specific gender only shall include all genders, and words importing persons shall include corporations.

2. Supply of Services



2.1 The parties acknowledge that any and all expert services provided to Appointers are intended for use solely by the Appointer and/or the client.

Guidance for Psychologists

3. Duration

3.1 This agreement shall commence on the commencement date and, unless sooner terminated, continued for the period set out in the schedule or as verbally agreed.

4. Fees/Invoice Procedure

4.1 The Appointer shall be responsible to the Psychologist for payment of the psychologist fees and disbursements.

4.2 If required, the Psychologist shall raise an invoice in their name to the Appointer for their fees and disbursements and any other fee, cost expense or debt due to the Psychologist on completion of the required services or at the time interval agreed.

4.3 The Psychologist should ensure that details of payment required are specified in the agreement. Invoices, where required, should be submitted immediately after the completion of services. For individual therapy work, this is usually after every session.

32 Independent Practice

5. VAT

5.1 All sums payable under the agreement unless otherwise stated should be exclusive of VAT and other duties or taxes.

5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums at the prevailing rate to that time.

For individual therapy sessions, no VAT is usually applicable.

6. The Psychologist's Duties

6.1 When providing professional services, the Psychologist 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.

6.2 The Psychologist shall at all times maintain adequate professional indemnity insurance.

7. Hours and Availability

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

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



8. Non-Exclusive Arrangements

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

9. Confidentiality

9.1 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.

9.2 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.

10. Intellectual Property

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

11. Termination

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

- i) 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;
- ii) 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/her creditors (including an individual voluntary arrangement);
- iii) 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.

For individual therapy, termination can occur when both parties: agree to end; the patient gives at least one week's notice of wanting to end or; more exceptionally, when the therapist believes no further progress can be made despite further sessions or due to irreconcilable differences.

12. Consequences of Termination

12.1 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.

12.2 All rights and obligations of the parties on termination or expiry shall cease forthwith except where it is expressly stated otherwise in this agreement.



12.3 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.

For individual therapy sessions, the above does not apply. Copies can be provided on an as required basis (only if requested at the time of ending). Otherwise, notes will be kept confidential and destroyed after a finite time, usually at least 7 years. At any time during the course of therapy (usually at the time of ending), we can discuss how long notes are to be kept for, after our meetings end, before being destroyed.

12.4 Notwithstanding expiry or earlier termination of this agreement this clause 12 and clause 9 shall remain in full force and effect.

13. Status of the Psychologist

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

14. Supersedes Prior Agreements

14.1 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.

15. Whole Agreement

15.1 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.

16. Notices

16.1 Any notices, correspondence or invoices required to be served on or delivered to either parties shall be sent by e-mail and shall be deemed to be received on the day of sending.

17. Waiver

17.1 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.

18. Variation

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

19. Severance

19.1 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.

20. Counterparts



20.1 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.

21. Disputed Fees

21.1 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.

22. Law and Jurisdiction

22.1 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.