



PSYCHOLOGY4LAW

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## PSYCHOLOGY4LAW LIMITED

### Terms & Conditions of business

#### Definitions

In this Agreement, the following words and expressions shall have the following meanings:

- 1.1.1 THE CLIENT: means the firm or firms of solicitors (or other instructing body) from whom instructions are accepted.
- 1.1.2 THE SERVICES: mean the provision of a report or other services detailed in the Letter of Instruction from a professional whose identity has been professional agreed with the Client
- 1.1.3 COMPLETION DATE means the date upon which Psychology4Law shall complete the Services hereunder
- 1.1.3 CONFIDENTIAL INFORMATION means all information of a confidential nature, all information relating to the Services and all papers, notes and correspondence made or to be made in connection with the Service
- 1.1.4 PSYCHOLOGY4LAW means Psychology4Law Limited whose registered office is 1, Leighton Avenue, Pinner, Middlesex, HA5 3BW
- 1.1.5 THE LETTER OF INSTRUCTION means the initial letter from or on behalf of the Client requesting the Services
- 1.1.6 THE FEE means the Fee agreed with the Client for the provision of the Services
- 1.1.7 THE PROFESSIONAL means the individual or individuals who will personally undertake the Services on instruction from Psychology4Law.
- 1.1.8 THE PAYMENT DATE means the date for payment of Psychology4Law's invoice as defined by paragraphs 5.1 and 6.4 below.





## 2. Instructions

- 2.1 The Client appoints Psychology4Law to undertake and provide the Services in consideration of the Fee
- 2.2 The Client shall provide all instructions in writing except where Psychology4Law agrees otherwise in which case the Client shall promptly confirm instructions in writing.
- 2.3 Psychology4Law's acceptance of the letter of instruction (including any variation or further refinement of instructions dealt with in any intervening discussions) shall stand as the instructions unless and until subsequent changes are proposed in writing by the Client and are agreed by Psychology4Law. Should the parties agree Services additional to the Services (as defined), the fees for the same shall be mutually agreed in writing between the parties, but otherwise for all purposes of this Agreement, the said additional services shall be deemed to be included within the definition of the Services
- 2.4 The Client shall support instructions with clearly legible copies of all relevant documents and shall promptly deal with all reasonable requests for further information, and further documents.
- 2.5 The Client undertakes not to unilaterally alter or permit the alteration of any report prepared by Psychology4Law.
- 2.6 The Client shall liaise in advance with Psychology4Law regarding agreement of hearing dates or other attendances by Psychology4Law and shall give Psychology 4 Law reasonable prior written notice of all such dates.
- 2.7 Subject to 2.6 above Psychology4Law will use its reasonable endeavours to ensure the professional providing the Services is available for all such hearings and attendances of which he/she has received adequate written notice.
- 2.8 Psychology4Law will accept instructions only if he/she reasonably believes that the professional to provide the Services has the knowledge experience, qualifications and resources to complete the matter within the timescale and with appropriate skill.
- 2.9 If Psychology4Law becomes aware that an estimate is likely to be significantly exceeded Psychology4Law shall promptly advise the Client. Psychology4Law reserves the right, by giving notice to the Client, at any time before the Completion Date, to increase the Fee to reflect any increase in the scope or extent of the Services not anticipated by Psychology4Law at the date of this Agreement or any other factor that is beyond the control of Psychology4Law, any change in proposed time for delivery of the Services, the description of the Services, or any delay caused by any instructions of the Client or failure of the Client to give Psychology4Law adequate information or instructions. Where any of the work is to be carried out by another person other than the agreed professional, the name and qualifications of any such professional will be advised to the Client and prior agreement obtained.



### 3. Professional care

- 3.1 Psychology4Law will use reasonable skill and care in the performance of instructions and warrants and undertakes to the Client that it shall use its reasonable endeavours to ensure that the Services will be provided using all reasonable skill, care and diligence which may reasonably be expected of a professional person performing the Services. Psychology4Law will act with objectivity and independence with regard to instructions.
- 3.2 In the event of conflict between Psychology4Law's duties to the client and to the Court, Psychology4Law will hold the duties to the Court paramount including particularly the duty to assist the Court independently of the parties once called to give evidence. Psychology4Law shall promptly advise the Client if a conflict of interest becomes apparent.
- 3.3 Psychology4Law shall not be liable to the Client or be deemed to be in breach of agreement by reason of any delay in performing, or any failure to perform the Services or any part of them, if the delay or failure was due to any cause beyond the Psychology 4 Law's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Psychology4Law's reasonable control :-
- 3.3.1 Act of God, explosion, flood, tempest, fire or accident;
- 3.3.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition; or
- 3.3.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part \_\_\_\_\_ of \_\_\_\_\_ any governmental, parliamentary or local authority;
- 3.4 Psychology4Law will keep all Confidential Information confidential and will not disclose the same save as expressly agreed or by necessary implication unless authorised to the contrary.

### 4. Terms of Payment

- 4.1 The Client and their clients shall be jointly and severally liable for payment of fees. In privately funded cases, the Client must at all times be in funds to discharge fees and disbursements and, whether or not in funds, shall promptly discharge invoiced fees and disbursements.
- 4.2 Psychology4Law shall be entitled to submit an invoice for the provision of the Services for the Fee upon the Completion Date and invoices may be submitted at such intervals as Psychology4Law sees fit with payment due on the Payment Date
- 4.3 Fees shall be calculated on an hourly rate, such rates being exclusive of VAT. Time spent travelling and waiting will be charged at a 50% hourly professional rate. A daily rate (being a charge for 8 hours) shall be applied to any attendance for a hearing and shall include time spent travelling and waiting and a part of a day shall be charged as for a full day.



- 4.4 Disbursements payable shall include all appropriate out of pocket expenses including (where appropriate) refreshments, first class travel, and three star hotel accommodation.
- 4.5 In the event of cancellation of time reserved by Psychology4Law for an appointment or hearing involving no more than a day, the full fee which would otherwise be due will be payable if notice of cancellation is received on the day of the hearing or appointment. A fee of 66.6% will be payable if notice of such cancellation is otherwise not received before the close of business two business days prior to the hearing or appointment and a fee of 33.3% will be payable if such notice is otherwise not received before close of business three business days prior to such hearing or appointment.
- 4.6 For periods of time reserved of more than one day, a full fee will be payable if cancellation is received only on the first of such days. A cancellation fee of 66.6% shall be payable if notice given is no longer than the period reserved, and a cancellation fee of 33.3% shall be payable if the notice given is otherwise no longer than twice the period reserved. In the event of any cancellation Psychology 4 Law shall also be entitled to charge for preparatory work at the usual hourly rate.
- 4.7 If the Client fails to make any payment on the Payment date Psychology4Law shall be entitled to cancel this Agreement and charge interest at 2% per month or part thereof until payment is made in full. In the event of a dispute over the amount of fees and disbursements, such sum as is not disputed shall be paid forthwith irrespective of any set off or counter claim which may be alleged.

## **5. Privately Funded Cases**

- 5.1 In privately funded cases the Payment Date shall be 30 days from the date of delivery of Psychology4Law's invoice

## **6. Legally Funded Cases**

- 6.1 In legally funded cases. The Client shall apply for and obtain prior approval from the Legal Services Commission for the estimated Fee. If through urgency, instructions are accepted in writing by Psychology4Law before such authorisation is obtained, then the Client shall promptly obtain such consent and Psychology 4 Law reserve the right not to commence work until the Client confirms that prior authority has been obtained.
- 6.2 The Client shall apply to the Legal Services Commission for interim payments of Psychology4Law's fees and disbursements, as invoiced, and promptly remit all such payments received.
- 6.3 In the event that the Legal Services Commission does not approve Psychology4Law's fees or does not provide prior authority, the Client agrees to discharge in full Psychology 4Law's fees up to the date that the Client informs Psychology4Law of the Legal Services Commission's decision.
- 6.4 In legally funded cases the Payment Date shall be 56 from the date of delivery of Psychology4Law's invoice issued in accordance with this Agreement or the date upon



which the Client receives payment from the Legal Services Commission in respect of the Services, whichever is the sooner provided that the Client:

6.4.1 promptly submits the Psychology4Law's invoice to the Legal Services Commission for payment;

6.4.2 responds promptly to all enquiries or requests for information received from the Commission in respect of the provision of the Services or the Consultancy Fee; and

6.4.3 provides information to the Psychology 4 Law as to the progress of its application for payment including copies of all correspondence in respect thereof

## **7. Intellectual Property Rights**

7.1 The rights of ownership of all originally created work prepared by Psychology 4 Law shall remain vested in Psychology4Law unless otherwise agreed in writing but the Client and their client/s shall have a non-exclusive license to use such work for the purpose for which it was created.

## **8. Variation of These Terms & Conditions**

8.1 No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of all parties.

8.2 If there is any inconsistency between these terms and the position of any letter from Psychology4Law, these terms shall prevail unless the letter particularly states that it is intended to vary these terms.

## **9. Termination of this Agreement**

9.1 Psychology4Law may by written notice terminate this agreement or suspend the performance of all or any of its obligations under it immediately and without liability for compensation or damages if:

9.1.1 the Client fails to comply with any of its obligations under this Agreement or any Agreement or Agreement supplemental to it and the failure (if capable of being remedied) remains unremedied for 21 days after being called to its attention by written notice from Psychology4Law;

9.1.2 the Client convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Psychology4Law) for the purposes of and followed by amalgamation or reconstruction; or

9.1.3 a receiver or an administrative receiver is appointed of any of the Client's property.

9.2 The Client may by written notice terminate this Agreement or suspend the performance of all or any of its obligations under it immediately and without liability for compensation or damages if:



- 9.2.1 Psychology4Law fails to comply with any of its obligations under this Agreement and the failure (if capable of being remedied) remains unremedied for 21 days after being called to Psychology 4 Law's attention by written notice from the Client;
- 9.2.2 Psychology4Law becomes bankrupt, has a receiving order made against them, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;
- 9.2.3 Psychology4Law are guilty of any act which brings or is likely to bring the Client into disrepute by association or which in the Client's reasonable opinion is prejudicial to its interest;
- 9.2.4 Psychology4Law be incompetent guilty of gross misconduct and / or any serious or persistent negligence in the provision of the Services hereunder; or
- 9.2.5 Psychology4Law ceases to hold any licence or professional qualification reasonably necessary to provide the Services.

## **10. Indemnity insurance**

- 10.1 Psychology4Law warrants to the Client that it shall appoint suitably qualified professional to provide the Services and shall use its reasonable endeavours to ensure that the professional has and (so long as such insurance is available in the market) will continue to maintain for a period of 6 years professional indemnity insurance with a reputable insurance company with a limit of indemnity of not less than £ 1,000,000 in respect of each and every claim to cover any claims made under this Agreement in relation to the Services.
- 10.2 Except as aforesaid or as required by law, Psychology4Law shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement for any loss or damage of any nature, costs, expenses or other claims for compensation whatsoever (and whether caused by negligence of Psychology4Law, its employees or agents or otherwise) which arise out of or in connection with the supply of the Services, except as expressly provided in this Agreement

## **11. Restrictions**

- 11.1 The parties recognise that Psychology4Law has a recognised speciality in the provision of expert psychological evidence through the medium of its founders and existing connections with professionals specialising in the field of psychology. The parties acknowledge and agree that it is legitimate for Psychology4Law to wish to protect its business by restricting the Client's ability to contract direct with the professionals appointed by Psychology4Law to provide the Services.
- 11.2 The Client hereby covenants with Psychology4Law that for a period of two years from the Completion Date it shall not it will not approach, solicit, employ, engage or procure the employment or engagement of any professional who provides the Services provided



to the Client (or any material part thereof) on behalf of Psychology4Law

- 11.3 The restrictions contained in this clause 11 are considered reasonable by the parties but in the event that any such restriction shall be found to be void but would be valid if some part thereof were deleted or the period or area of application reduced such restriction shall apply with such modification as may be necessary to make it valid and effective.

## **12. Notices**

- 12.1 Except as otherwise provided for in this Agreement, all notices or other communications under or in respect of this Agreement to either party shall be deemed to be duly given or made at the time of service (in the case of personal delivery), at the time of transmission (in the case of telex or facsimile) or 48 hours after posting (in the case of post) to the party addressed to him at the address appearing in the letter of instruction or otherwise their normal trading address.
- 12.2 A written notice includes a notice by telex or facsimile. A notice or other communication received on a non-working day or after business hours in the place of receipt, shall be deemed to be given or made on the next following working day in that place.

## **13 Supersedes Prior Agreement and Entire Agreement**

- 13.1 This agreement supersedes any prior agreement between the parties whether written or oral and any prior agreements are cancelled as at the date hereof but without prejudice to any rights, which may have already accrued to the parties.
- 13.2 This agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, express or implied other than those contained in this agreement.

## **14. Jurisdiction**

- 14.1 These terms of business are governed by English Law. Psychology4Law and the Client submit to the exclusive jurisdiction of the English courts.

## **15. Interpretation**

- 15.1 In this Agreement unless the context otherwise requires:
- 15.1.1 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this Agreement;
- 15.1.2 words expressed in the singular shall where the context so requires or permits include the plural and vice versa;
- 15.1.3 words incorporating persons shall include bodies corporate and partnerships and other unincorporated bodies and vice versa;



- 15.1.4 references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time include references to any provisions of which they are re-enactments (whether with or without modification)
- 15.1.3 References in this agreement to anything, which any party is required to do or not to do, shall include its acts, defaults and omissions, whether:
- 15.2.1 direct or indirect;
  - 15.2.2 on his / her own account; or
  - 15.2.3 for or through any other person; and
  - 15.2.4 those which it permits or suffers to be done or not done by any other person.
- 15.3 Where any party is more than one person:
- 15.3.1 that parties obligations in this agreement shall take effect as joint and several obligations;
  - 15.3.2 anything in this agreement which applied to that party shall apply to all of those persons collectively and each of them separately;
  - 15.3.3 the benefits contained in this agreement in favour of that party shall take effect as if conferred in favour of all of those persons collectively and each of them separately.
- 15.4 The effect of all obligations affecting Psychology4Law hereunder is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this agreement an express limitation or modification.



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