

Terms of Business

These terms and conditions govern your use of our services; by engaging our services you accept these terms and conditions in full. You, your company, instructing solicitors or any third party you are acting on behalf of (“the Client”) have asked N & S Consultants Ltd t/a Psychiatry Experts to provide details of a Psychiatrist or Psychologist (“Expert”) who has advised Psychiatry Experts of their experience in the field of the Client’s assessment requirements.

Psychiatry Experts will accept the Client’s request for this information only on the following terms:

1. Psychiatry Experts cannot accept any variation or modification of these terms;
2. The results of our research for an Expert is based solely on the initial screening conversation or email exchange between the Client and Psychiatry Experts’ representative or any other data provided by the Client by email or letter.
3. Psychiatry Experts will provide a range of Expert CV’s (provided to us by the Experts) for the Client to review based on the initial screening with the client. The Client accepts that they are at liberty to instruct any of the experts nominated by Psychiatry Experts and does so, on their own volition. Psychiatry Experts will not accept any responsibility whatsoever for any inconvenience or liability for costs to the Client incurred above the fee invoice for the service provided by the Expert.
4. The client agrees that Psychiatry Experts is not liable for any inconvenience or costs incurred as a result of the Experts professional conduct at any time. All of our Psychiatrists are subject to the Code of Ethics of the GMC & Royal College of Psychiatrists. Complaints with regards to assessments, reports, conduct and ethical issues should be addressed to the Expert directly in the first instance and / or to the GMC or Royal College of Psychiatrists and not to Psychiatry Experts.
5. The fee quoted is only an estimate and may be revised on receipt of letter of instruction, case papers and medical records. Any variation of the fee will be agreed prior to any additional work being undertaken. All rates quoted exclude VAT.
6. All instructions shall be provided in writing by the Client. The Expert’s acceptance of such instructions (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.
7. Where there is more than one Client, the parties and their clients shall be jointly responsible for payment of fees.
8. The Client agrees to provide Psychiatry Experts with copies of medical notes / court bundles and understand that Psychiatry Experts do not accept original documents. These copies will be safely destroyed by Psychiatry Experts after 6 months. If these are to be returned, it must be specified in the letter of instruction and arrangements for their collection must be made at the Client’s expense within 6 months. Psychiatry Experts will not be responsible for any costs or inconvenience in relation to the safe destruction of the bundles and medical notes provided.

Psychiatry Experts, N & S Consultants Limited, 75 Harborne Road, Birmingham. B15 3DH

Tel: 0121 607 1790

info@PsychiatryExperts.co.uk

Fax: 0121 535 7114

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VAT Registration No. 857 0621 21

9. Unless otherwise agreed in writing, all legal and beneficial interest in intellectual property rights and rights of ownership in written reports created by the Expert relating to or developed by him or her in connection with the assignment given by the Client shall belong to the Expert. The Expert grants to the Client a non-exclusive, non-transferable license to use the said intellectual property solely in connection with the assignment to which the instructions relate and for the duration of these terms of engagement.
10. The Expert shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
11. In the absence of any written agreement to the contrary the Client who instructs the Expert does so as principal and shall be personally responsible for the full payment of the Expert's fees and disbursements, whether or not the Client has been placed in funds by their client or by the Legal Aid Agency and the Client shall pay them in full, notwithstanding any provisions of the court's Procedure Rules with regard to their amount, recoverability or otherwise, and whether or not the full amount has been allowed in any assessment of the costs of the case.
12. In cases where there is a deferred payment or fixed fee arrangement, the Client will be liable for the full fee at all times and no reduction of the fee will be accepted whether by detailed assessment or by the court.
13. Psychiatry Experts require the full fee to be paid within 30 days of the invoice unless otherwise agreed in advance.
14. Psychiatry Experts retain the right to charge monthly interest at 6 % above the prevailing Bank of Interest base rate and the right to charge to the Client the costs and expenses (including legal costs) of recovering late payments.
15. In cases where the Client does not respond to requests from Psychiatry Experts for payment of overdue invoices, Psychiatry Experts reserves the right to issue County Court proceedings for recovery of the outstanding debt with interest. In those cases, Psychiatry Experts will also seek to recover payment of court fees and legal fees from the Client. Psychiatry Experts reserves the right to decline to undertake additional work in cases where there are outstanding unpaid invoices.
16. For payments via the Legal Aid Agency (LAA) Psychiatry Experts require that Payment on Account or Interim Claim is sought for the Expert's costs so as to avoid delays in payment of the fee.
17. Psychiatry Experts shall be entitled to charge fees whenever the Expert's time has been reserved for a specific hearing or court attendance, meeting or other engagement. Attendance at court will be on the basis of half day rate (0-4 hours) or full day rate of 4 – 8 hours. Additionally, court /meeting preparation and travel fees may be applied.
18. Cancellation Fees : For any other reason not the fault of the Expert, if the reservation of time has been cancelled or the instructions withdrawn. These fees will be calculated according to the following sliding scale:

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Cancellation/withdrawal of instructions	% of quoted fee
within 14 days of the hearing or court attendance/appointment date/ date report required, etc.	50%
within 7 days of the hearing or court attendance/appointment date/ date report required, etc.	100%

19. In LAA funded cases Psychiatry Experts reserves the right to charge the client 100% of fee if less than 72 hours' notice is provided.
20. Further pieces of work undertaken as a result of reports already prepared will incur a further charge at the standard rate.
21. Any liability of Psychiatry Experts for negligence, whether this arises in tort or in contract or otherwise, in respect of any loss or damage caused by an act or default shall be limited to the amount invoiced/received by Psychiatry Experts for their services.
22. In the event of a dispute over the amount of the Expert's fees or disbursements, such sums that are not disputed shall be payable when due, irrespective of any, counterclaim that may be alleged. That part which is in dispute can then be referred for resolution to a mediator acceptable to both parties or, if agreement cannot be reached, by using the services of the Centre for Dispute Resolution.
23. In the event that the dispute is not resolved by means of negotiation or mediation, this agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
24. We may revise these terms from time to time without any prior notification.
25. Psychiatry Experts cannot accept any variation or modification of these terms unless agreed in advance.

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