

TERMS & CONDITIONS

PART I - BACKGROUND

- (1) It will usually be the case that a Commissioning Body will first recognise that a Child or Young Person, a Vulnerable Adult or an adult may benefit from or be in need of Psychological Services.
- (2) It is the case that there are now a number of agencies who operate to place publicly funded work with private sector suppliers who may be empowered to commission Psychological Services. Alternatively, TCPS may deal with healthcare providers, local authorities and other agencies who wish to commission the provision of Services. In these Terms all such bodies are called a Commissioning Body.
- (3) A Commissioning Body may have authority to approach TCPS on behalf of other parties with a view to making an Agreement or to instruct TCPS to provide Expert Witness Services. Some Commissioning Bodies may have the authority to make an Agreement on behalf of the party that it represents.
- (4) When an Agreement is made, the party making the Agreement with TCPS becomes the "Contracting Party" for the purposes of these Terms.

PART II - THE AGREEMENT

1. Definitions and Interpretation

- (1) The following words have the following meanings:

'Agreement'	means the contract for the provision of Services as set out in the terms of the Quotation (including any Schedule to the Quotation) together with these Terms.
'Appointment'	means an arranged appointment for a meeting between TCPS and the Contracting Party or a Client.
'Case'	means the specific matter or case (as applicable) for which TCPS is to be engaged by the Contracting Party.
'Case Notes'	means all documentation and records created by TCPS concerning the Client under the Agreement.
'Child or Young Person'	means a person below the age of 18 years of age.
'Client'	means a Child or Young Person, a Vulnerable Adult or an adult who is to receive Services or who is to be subject to Expert Witness Services under an Agreement.
'Commissioning Body'	a person, including (without limitation) a parent of a Child or Young Person, a solicitors firm, an insurance company, a charity or trust, a government department, a local authority, a firm, company, partnership or any other person or party (not being the Client), guardian, medical practitioner or social worker, having the lawful authority to instigate the commission of Services to a Client or Expert Witness Services in respect of a Client.
'Communications'	means any letter, facsimile message or email concerning a Client written or received by TCPS.
'Confidential Information'	means all confidential information (however recorded or preserved) of the Client that is disclosed or made available (in any form or medium), directly or indirectly, to TCPS.
'Contracting Party'	means a party or entity, including the Client or members of the Client's family, or an insurance company, charity or trust, government department, local authority, firm, company, partnership or any other person who contract with TCPS to provide Services.

'Disbursements'	means a payment made by TCPS to a supplier on behalf of a Contracting Party or on behalf of a Client where TCPS has paid the supplier on behalf of either party acting as an agent.
'Expenses'	means all reasonable and appropriate costs and out-of-pocket expenses incurred by TCPS in providing the services including (but without limitation) travel, refreshments, hotel accommodation, photography, video recordings, printing and duplicating.
'Expert Witness Services'	means any or all of the taking of instructions, the delivery of Psychological Services as required, the preparation of any Court reports and evidence and attendance on Court and parties as may be required.
'Fees'	means (in absence of written Agreement to the contrary) the reasonable charges of TCPS for the services based on the Fee Rates set out in the Quotation.
'Fee Rate'	means the Clinical Rate, being the amount TCPS shall be entitled to charge the Contracting Party for the Services for each hour or part of an hour on a pro-rata basis where TCPS is engaged in any way in delivering the Services, and the Travelling Rate, being the amount TCPS shall be entitled to charge for travelling to and from the provision of Services.
'HCPC'	the Health and Care Professions Council.
'Late Cancellation'	is where an Appointment with a Client or a Contracting Party is cancelled by a party other than TCPS within the period of 72 hours prior to the Appointment.
'Late Cancellation Fee'	means a Fee calculated by reference to the estimated duration of the Appointment cancelled, charged at the appropriate Fee Rate, together with the full amount of any Disbursements or Expenses which had been paid out by the time of the cancellation for the purposes only of attending and delivering the Services at the cancelled Appointment.
'Psychological Services'	means the carrying out of one or more of the 5 core competencies as described in Appendix I.
'Quotation'	means the document described in clause 2(1) of Part II of the Terms.
'Report'	shall mean a written report of TCPS's professional findings concerning the Client.
'Services'	means the Psychological Services and / or the Expert Witness Services.
'Terms'	means these contractual terms and conditions which TCPS shall use when being engaged by the Commissioning Party.
'Vulnerable Adult'	means a person, not being a Child or Young Person, who is or may be in need of assistance or care by reason of mental or physical illness or other disability and who is or may be unable to take care of him or herself or unable to protect him or herself against significant harm or exploitation.
'Working Day'	means a day (other than a Saturday, Sunday, statutory, bank or public holiday).

- (2) The headings in this Agreement are for convenience only and shall not affect its interpretation.
- (3) References to clauses and schedules are references to clauses and schedules in this Agreement unless otherwise stated.
- (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.
- (5) References to publications are to be interpreted as references to the version (being publicly available) of the publication as current at the time of the date of the Agreement.
- (6) 'Written' or 'in writing' includes all forms of reproduction of language including (without limitation) fax message, email message but NOT including phone text messages / SMS messages.

2. All Agreements

- (1) Following an initial contact from a Commissioning Body, TCPS will provide proposals in writing to the Commissioning Body. The proposals will contain a description of the Services to be provided, a timescale for the provision of the Services and an estimate of Fees and other costs. In every case, the document containing the proposals shall be referred to in these Terms as "the Quotation" which may explicitly refer to other documents to be incorporated into the Agreement. If such a document (or part of document) is referred to in the Quotation, it shall be deemed to be part of the Quotation but these Terms shall take precedence over any terms in that document.
- (2) After considering the Quotation, the Commissioning Body can invite TCPS to provide the Services in accordance with the Quotation. TCPS may then accept the invitation and acceptance will be made subject to these Terms.
- (3) In a case where a Commissioning Body has apparent authority on behalf of another party, the Agreement will have been made when TCPS has accepted the Commissioning Body's offer. Acceptance will be communicated in writing to the Commissioning Body.
- (4) These Terms shall:
 - (a) apply to and be incorporated in the Agreement; and
 - (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Contracting Party's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- (5) In a case where a Commissioning Body does not have the authority to make a contract, an Agreement will have been made when TCPS communicates its acceptance to the Contracting Party.
- (6) It will often be necessary for the Contracting Party to provide information, data, facilities or members of staff in order that TCPS may deliver the Services. If the information, data, facilities or members of staff are not provided, or incomplete or incorrect information or data is provided, TCPS may make an additional charge at the Clinical Rate for any extra work that is required as a consequence.
- (7) To the extent that any delay in delivering the Services is caused by any failure of the Contracting Party or the Client, TCPS shall have no liability to the Contracting Party for any delay or for any consequence of such a delay and it may suspend further performance of the Services on delivery of written notice to the Client.
- (8) Contracting Parties should be aware that in providing the Services TCPS will have duties of confidentiality in relation to the Client which may prevent TCPS from disclosing some or any information about the Client to the Contracting Party or any other party. In considering matters of Client confidentiality, TCPS will have regard to the guidelines concerning Client confidentiality as published by HCPC and the British Psychological Society.
- (9) TCPS shall use its best endeavours to deliver the Services in accordance with the timescale appearing in the Quotation but the timescale is or may be dependent on the acts or omissions of third parties and the Client. Therefore time for delivery will not be of the essence of this Agreement.

3. Rights to Cancel for Consumers

- (1) An individual (such as family members) may seek to commission the Services on behalf of a Client. In doing so the individual will be classified as a 'consumer' under certain consumer protection legislation.
- (2) Once an Agreement is made, an individual who is a consumer has a right to cancel the Agreement within 14 days without the need to give any reason. The cancellation period will expire after 14 days from the day on which the Agreement was made.
- (3) To exercise the right to cancel the individual should inform TCPS on the office phone number or in writing to the address given above or by email.

(4) If the individual chooses to cancel the Agreement then TCPS will reimburse all payments it had received from the individual. The reimbursement will be made without undue delay and not later than 14 days after the day on which TCPS was informed about the decision to cancel the Agreement.

(5) A reimbursement will be made by the same method used to make the payment unless an alternate method of payment is agreed. The individual will not incur any costs as a result of the making of the reimbursement.

(6) Please be aware that TCPS will not be able to start to provide the Services unless the consumer has expressly stated in writing that the Services are to start before the end of the 14-day cancellation period. This can only be done by the consumer requesting this in writing BUT if such a request is made, then the right to cancel falls away. If TCPS are to start providing the Services before the expiry of the 14-day cancellation period, the consumer must complete the form appearing at Annex I to these Terms.

4. The Client and Consent

(1) It is understood by the Commissioning Body and the Contracting Party that the Psychological Services to be provided under an Agreement are intended to benefit the Client. In providing Services, psychologists must consider the feelings of any Child or Young Person in any decision making under The Children Act, 1989. If the Client is of sufficient understanding to make informed choices, TCPS will seek to obtain their valid consent prior to undertaking any Psychological Services, irrespective of the child's age.

(2) There may be some circumstances in which a Child or Young Person seeks help directly without parental consent. In such cases it can be lawful for Psychological Services to be provided to a Child under the age of 16 without parental consent provided that TCPS is satisfied that the Child has sufficient understanding to make an informed decision.

(3) Where an Agreement to provide Services has been made and the Client is a Child who refuses to consent, or withdraws consent previously given, that decision may be overruled by those with parental responsibility or legal guardianship who can give consent to an intervention when it is deemed to be in the Child's best interest to do so. Where the decision is made not to overrule the lack of consent, then TCPS cannot provide the Services and the Agreement will end at the time of the decision of the parent or guardian.

5. Obtaining Consent

(1) TCPS shall obtain valid consent prior to undertaking any Services which include assessment or intervention. Where a Client lacks capacity to give valid consent, decisions need to be made regarding his or her best interests. Where TCPS has agreed to provide Expert Witness Evidence, it is the Court on whose authority the Services are to be delivered. In all circumstances, TCPS shall adopt a common sense and ethical approach when considering the gaining of valid consent from a Client.

(2) When the Client is found to be incapable of giving valid consent for the delivery of the Services, consent should be obtained from someone with the appropriate legal authority. Results of any Services shall not be communicated to family members, carers, organisational management or other agencies unless appropriate consent is first obtained.

(3) If in the course of the Agreement it is found to be necessary to have other persons present at the time of a Client Appointment, then this will only be done with the Client's or other appropriate prior consent.

(4) TCPS will ask the Client whom they would wish to be informed of their assessment or treatment under the Services. The Client will usually be provided with copies of any Report or be given feedback so that they are kept fully informed.

(5) Between the ages of 16 to 18 Young Persons are able to give consent independently of those with parental responsibility. However, if consent is refused and the Psychological Services are considered to be in the Young Person's best interests, TCPS will need to consult with any persons having parental responsibility. Where the person is under the age of 16, consent should be obtained from someone with parental responsibility, or the person who is appointed with equivalent authority under the provision of a care order.

(6) Until the age of 18 if the Client refuses consent, but those who have parental responsibility do consent, the Contracting Party agrees that the views of the latter will hold.

6. Delivery of Services

(1) TCPS shall provide the Services in compliance with the Code of Ethics and Conduct as published by the British Psychological Society and in accordance with the Standards of Proficiency for Practitioner Psychologists published by the HCPC.

(2) In the case of an Agreement for the provision of Expert Witness Services, the parties understand that TCPS will owe a duty to the Court as set out in the applicable Family or Civil Procedure Rules as they may be amended and updated from time to time.

(3) The parties to this Agreement agree and understand that TCPS does not warrant that any particular outcome shall be achieved or is achievable through the provision of any Service.

(4) TCPS shall at all times hold and maintain a policy of professional indemnity insurance with a reputable insurer against all risks commonly insured against by practising psychologists.

(5) If an event outside of the control of TCPS takes place that affects the performance of any of the Services under these Terms:

- (a) TCPS will contact the Contracting Party and the Client as soon as reasonably possible; and
- (b) the obligations of TCPS under these Terms will be suspended and the time for performance of the obligations will be extended for the duration of the event and TCPS will restart the Services as soon as reasonably possible after the event or on a date and time agreed between the parties.

(6) For the purposes of paragraph 6(5), an event outside of the control of TCPS means any act or event beyond the reasonable control of the company, including without limitation an act or omission of the Contracting Party or the Client, any strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. To the extent that TCPS personnel are delayed in travelling to any location where they are to deliver Services by traffic holdups (in the case of travelling by road) or by delays to the train (if travelling by rail), this shall be an event outside the reasonable control of the company.

(7) Where the Services are to be delivered at any premises controlled by the Contracting Party, the Contracting Party agrees to provide a safe place of work for TCPS personnel.

7. Legal Aid Cases

(1) TCPS agrees that, where the costs of which are to be borne in whole or part by the Legal Aid Agency, unless the contrary is expressly agreed in writing, payments of any costs due to TCPS shall be subject to the provisions set out in any letter of instruction received by it.

(2) In the absence of any such letter of instruction, or of any provisions as to costs in a letter of instruction, the Contracting Party shall be liable for the Fees together with any Disbursements and Expenses properly incurred by TCPS in carrying out the Services.

8. Agreements for Expert Witness Services

(1) TCPS will provide a Quotation for Expert Witness Service work to a Commissioning Body. The Commissioning Body will usually issue a formal letter of instruction offer to have TCPS provide the Services. TCPS may accept that offer and when it does so, an Agreement will have been made.

(2) TCPS intends that any such Agreement shall be subject to these Terms. In the case of any conflict between these Terms and the Commissioning Body's letter of instruction, the provisions of the letter of instruction shall have precedence.

PART III – DELIVERY OF THE SERVICES AND PAYMENT

1. Duration, Variation and Cancellation

(1) Unless a commencement date is agreed in writing or is included in any Quotation, the Agreement shall commence on the date it is made. It shall continue, unless terminated in accordance with its terms, until the Services to be provided have been delivered.

(2) The parties agree and understand that in the course of providing Services under an Agreement, circumstances may make it necessary for the proposals contained in the Quotation to be reviewed, and, if agreed, to be changed. Any such proposed changes will be discussed between the parties and put into writing by TCPS. The Contracting Party may accept the proposed changes or propose alternative changes. Once the parties have settled the proposed changes they shall constitute Variations to the Agreement.

(3) Where Variations are agreed, the making of a Variation shall not, of itself, alter these Terms. TCPS shall issue an amended Quotation to include a description of the Variations, and any alterations in Fees, Disbursements and Expenses payable. On acknowledgement by the Contracting Party of the amended Quotation, the Agreement shall be deemed to have been varied so that the original Quotation should be read together with the amended Quotation.

(4) No addition to, variation of, exclusion or attempted exclusion of any of these Terms shall be binding on TCPS unless in writing and signed by a duly authorised representative of TCPS.

(5) This paragraph is subject to the provisions of paragraph 1(6) below. During the course of delivery of the Services, TCPS may form the opinion that is not appropriate to continue to provide the Services to a Client of the sort agreed or at all. TCPS therefore reserves the right to either change the nature of the Services being delivered (or to be delivered) or to terminate the Agreement by written notice.

(6) It shall not be a breach of an Agreement and no liability shall accrue in a case where TCPS makes a decision to vary the nature of the Services or terminate the Agreement under the provisions of paragraph 1(5) if TCPS make the decision on clinical grounds and TCPS reasonably believes that in all the circumstances a variation or termination is in the best interests of the Client.

(7) TCPS shall not terminate the Agreement under paragraph 1(5) of this Part if a variation of the Services is appropriate to meet the needs of the Client.

2. Hours and Availability

(1) Subject to the conditions below, during the period of the Agreement, TCPS shall provide sufficient resources of time and personnel in order to carry out the Services in a professional and efficient manner.

(2) TCPS may in its absolute discretion employ or retain suitably qualified and / or experienced assistants for the performance of the Services. Such persons will be subject to TCPS's reasonable supervision whilst performing any Services under an Agreement.

(3) The Contracting Party agrees and understands that TCPS usually makes bookings of Appointments significantly in advance of each date. To the extent that TCPS is unable to mitigate in whole or in part the loss caused by a Late Cancellation, the Contracting Party shall be liable to pay TCPS a Late Cancellation Fee in respect of a cancelled Appointment.

(4) TCPS shall always endeavour to mitigate any loss caused by Late Cancellations of Appointments.

3. Fees and Invoice Procedure

(1) The Contracting Party shall be responsible to TCPS for payment of TCPS Fees, Disbursements and Expenses when due, whether or not the Contracting Party has been placed in funds by the Client or a Commissioning Body.

(2) Where one or more of the Contracting Parties is in receipt of Legal Aid funding or where such funding has been applied for, the Contracting Party or Parties shall remain liable to TCPS for the full amount of the Fees, Disbursements and Expenses regardless of whether or not the Legal Aid Agency awards Legal Aid to a Contracting Party or whether it has made any payment of Legal Aid to or on behalf of a Contracting Party.

(3) Where any Fees, Disbursements and Expenses are subject to any assessment procedure under the Family or Civil Procedure Rules, the liability of the Contracting Party to pay TCPS's Fees, Disbursements and Expenses shall only be reduced to the amount allowed to be paid following the carrying out of the assessment procedure. For the purpose of this clause, it will not be an assessment procedure for parties to litigation to agree between them a basis for the Fees, Disbursements and Expenses of TCPS unless TCPS has agreed that basis in writing.

(4) Following the making of an Agreement, TCPS shall be entitled to its agreed Fees, Disbursements and Expenses, notwithstanding any reduction in allowable rates imposed by the Legal Aid Agency or by any governmental body or under any rule or regulation.

(5) Unless otherwise stated in the Quotation, TCPS may raise an invoice for Services delivered and serve it on the Contracting Party once the agreed Services have been delivered. Invoiced amounts shall be paid no later than 30 days from the date of the Invoice.

(6) Some Agreements may involve the provision of Services to one or more Clients on a range of dates at varying locations. If agreed by the Contracting Party, TCPS may raise interim invoices for work completed under such an Agreement.

4. Non Payment or Late Payment

- (1) The Contracting Party agrees to be bound by any payment terms set out in the Quotation or, in the absence of any such agreed payment terms, all amounts arising under an Agreement shall be payable in full within 28 days of the date of any invoice raised by TCPS for Services provided under the Agreement. Time for payment shall be of the essence. The Contracting Party shall pay the invoiced amounts in full without any set-off or counterclaim whatsoever.
- (2) All Fees are exclusive of VAT which shall be due at the rate ruling on the date of any VAT invoice raised.
- (3) If an invoice is not paid when due, TCPS reserve the right to charge interest at the rate provided under the Late Payment of Commercial Debts Act 1998 (accruing daily) together with statutory compensation on any sums outstanding, whether the bill is an interim invoice or a final invoice.
- (4) Where a Contracting Party is in default of any payment terms under an Agreement, TCPS shall have the right to suspend the provision of Services on written notice. Such a decision to suspend shall be made with due consideration for the welfare of the Client.
- (5) Where provision of Services has been suspended under clause 4(4), if within 14 days the amount owing is not paid in full or satisfied, TCPS may terminate the Agreement by notice to the Contracting Party in writing.
- (6) Where a Contracting Party is a party with whom TCPS has other current Agreements, TCPS may in its sole discretion suspend delivery of Services under any other Agreement it has with that Contracting Party.
- (7) TCPS shall not be liable to the Contracting Party for any loss or damage howsoever arising or howsoever caused following the proper exercise by TCPS of its powers under clauses 4(4) and (5) of this Part.

5. Confidentiality

- (1) TCPS will only make, keep and disclose information in accordance with any legislation, the policies and procedures of the HCPC.
- (2) Where TCPS believe on good and proper grounds that it is not empowered or entitled to disclose any Report or Case Notes or Communications, then this shall not constitute a breach of the Agreement. When or if the impediment to disclosure ceases to have effect, then TCPS shall disclose any Report or Case Notes or Communications on request and without undue delay.
- (3) In any Agreement TCPS shall not disclose any Confidential Information to any third party unless such disclosure is in accordance with the proper performance of its duties and / or is reasonably believed to be in the best interests of the Client.
- (4) Where a Contracting Party is in breach of any conditions of payment under an Agreement, TCPS shall have the right to retain any Report, Case Notes or Communication for so long as the Contracting Party remains in default.
- (5) Where the terms of any Agreement are that any Report prepared by TCPS is to be owned by another person or entity, ownership shall not pass unless or until payment in full or other settlement of all Fees, Disbursements and Expenses has been made.
- (6) Any Report shall be at the risk of the Contracting Party from delivery of the Report to it.

6. Ownership of IP

- (1) All rights of ownership to a Report, Case Notes or Communications prepared by TCPS under an Agreement shall remain the property of TCPS except:
 - (a) when these rights are explicitly stated in writing to have been waived; or
 - (b) when the Agreement between TCPS and the Contracting Party explicitly provides otherwise.
- (2) The provisions of this clause shall apply to all materials created under an Agreement, including any audio or videotaping of any Services delivered by TCPS.

7. Termination

- (1) Either party may, without prejudice to any rights or remedies which it may have against the other party forthwith terminate this Agreement if:
 - (a) 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;

- (b) 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);
- (c) 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.

(2) Where the consent necessary for the provision of Services to a Client is not obtained from a Client or is withdrawn, then, for so long as the absence of consent continues, TCPS shall be under no duty to provide Services. For avoidance of doubt, in such a case no breach of the Agreement shall have occurred.

(3) In the continuing absence of the necessary consent, TCPS shall be entitled to terminate the Agreement by notice in writing to the Contracting Party. The Agreement shall terminate on delivery of that notice.

(4) Where a Contracting Party has failed to obtain any permissions or authorisations as may be necessary for the carrying out of any of the Services, or where the Contracting Party has failed to make available any data or information as may be deemed by TCPS to be reasonably necessary to provide the Services, then without liability to the Contracting Party, the obligations of TCPS under the Agreement shall be suspended for the duration of such default.

8. Consequences of Termination

(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.

(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.

(3) Obligations of confidentiality shall continue notwithstanding the termination of the Agreement.

9. Warranties

All conditions, terms, representations, and warranties relating to the Services or any Reports, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these Conditions are hereby excluded.

10. Limitation of Liability

(1) TCPS shall be under no liability whatsoever to the Contracting Party for any indirect loss and / or expense (including loss of profit) suffered by the Client arising out of the breach by TCPS of the Agreement and save as specifically set out, all liability on the part of TCPS is limited to the smaller value of the Agreement or the loss, whichever value is the smaller.

(2) TCPS provides information and advice when providing the Services. Such information and advice will be based upon information available to it at the time. TCPS is not responsible for the accuracy of information provided to it by the Client or the Contracting Party. The Contracting Party agrees and understands that it is responsible for the consequences of anything resulting from the provision by it of inaccurate information to TCPS and agrees to indemnify TCPS against any loss or damage resulting therefrom.

(3) It is for the Contracting Party and Client to decide whether or not to accept any advice. TCPS accepts no liability for any loss or damage sustained by the Client which is consequent upon any use made by the Client of any information, opinions and advice given by TCPS, whether such loss or damage is direct or indirect.

(4) All warranties and conditions whether implied by statute or otherwise are excluded from every Contract made with the Client provided that nothing in these Terms shall restrict or exclude liability for death or personal injury caused by the negligence of TCPS.

PART IV – GENERAL MATTERS

1. Non-Exclusive Arrangements

(1) The existence of the Agreement shall not prevent TCPS from obtaining work or providing services to any person, organisation or body outside the scope of this Agreement.

(2) Nothing in this Agreement shall be construed as creating a partnership or joint venture between any or all of the parties.

2. Supersedes Prior Agreements

This Agreement supersedes any prior Agreement between the parties whether written or oral and any such prior Agreements are cancelled as from the date of this Agreement, but without prejudice to any rights which have already accrued to any of the parties.

3. Whole Agreement

Each party acknowledges that this Agreement and the Terms 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.

4. Notices

Any notices, Communications 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 or facsimile transmission and shall:

- (a) in the case of posting be deemed to have been received by the address two Working Days after the date of posting; and
- (b) in the case of facsimile and personal delivery shall be deemed received on the next Working Day after delivery or transmission respectively;
- (c) in the case of e-mail be deemed to be received on the day of sending.

5. Waiver

The failure by a 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.

6. Severance

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.

7. Disputed Fees

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.

8. Law and Jurisdiction

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.

APPENDIX I

THE FIVE CORE COMPETENCIES

1. Assessment

Assessment of psychological processes and behaviour is derived from the theory and practice of both academic and applied psychology. It is different from other activities such as diagnosis and includes both assessing change and stability and comparison with others. Assessment procedures include:

- the development and use of psychometric tests in best-practice ways;
- the application of systematic observation and measurement of behaviour in a range of contexts and settings;
- devising structured assessment strategies for individual clients, teams and organisations; and
- the use of a range of interview processes with clients, carers and other professionals.

Results of these assessments are integrated within the context of the historical, dynamic and developmental processes that will have shaped an individual, family, group or organisation as well as future aspirations or needs. Applied psychologists have the ability to assess the suitability of different measurement procedures depending on the purpose for which the assessment is needed, as well as being competent to devise and use context-specific procedures.

2. Formulation

Formulation is the summation and integration of the knowledge that is acquired by this assessment process, which may involve a number of different procedures. This will draw on psychological theory and research to provide a framework for describing a client's problem or needs. Because of their particular training in the relationship of theory to practice, applied psychologists will be able to draw on a number of models to meet needs or support decision-making. This process provides the foundation from which actions derive.

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What makes this activity unique to applied psychologists is the knowledge base and information on which they draw. The ability to access, review, critically evaluate, analyse and synthesise data and knowledge from a psychological perspective is one that is distinct to psychologists, both academic and applied.

3. Intervention or implementation

Intervention, if appropriate, is based on formulation. This may involve the use of psychological models or approaches to facilitate change, or solution of a problem or improvement of the quality of relationships. Other kinds of intervention may include training or coaching of others (such as professional staff, managers, relatives and carers), the provision of psychological knowledge through teaching or the development of skills through supervision and consultation. All these interventions, or implementation of solutions, are tests of the provisional hypotheses contained in the formulation and are subject to iterate modification in the light of experience and new data.

4. Evaluation and research

Evaluation is, therefore, a critical and integral part of the applied psychologist's work.

All activities and interventions need to be evaluated both during their implementation and afterwards. For example assessment of the stability and security of change, whether needs are met appropriately or decision-making is supported adequately may be examined.

Research includes the ongoing evaluation of assessment, formulation, intervention or implementation in relation to specific services provided. It also includes the development and testing of psychological theory explorations of psychological processes and outcomes (basic research), the development and evaluation of specific psychological interventions (primary research), and the consolidation and evaluation of primary research (secondary research).

5. Communication

Communication skills are integral to all aspects of an applied psychologist's role.

Effective communication skills are routinely essential in relation to all aspects of work with others. Communication skills include communication with individuals, groups or organisations, all forms of electronic and verbal communication, and the dissemination of research findings.

ANNEX I

CONSUMERS - ACCEPTING THESE TERMS OF AGREEMENT

As confirmation that you would like TCPS to proceed with the delivery of the Services subject to these Terms, we would be grateful if you could sign a duplicate of this page and return it to TCPS, either by scanned copy or by post. Your continuing instructions in this case will amount to acceptance of these Terms.

Please contact me should you require clarification of anything in the Terms or in the Quotation.

The Terms are intended to regulate a binding legal relationship between TCPS and Contracting Parties. This is an important document. Please keep it safely.

CONSUMER CLIENT

I confirm that I have read the contents of this document and agree to abide by the terms of the Agreement.

[Then choose one of the following two options and delete as appropriate.]

I also confirm that I wish the Services to start as soon as is reasonably possible and I fully understand that by making this request I will lose the right to cancel the Agreement.

OR

I also confirm that I DO NOT wish the Services to start until 14 days from the date of this Agreement and I understand that I may cancel the agreement without giving a reason within that period.

Signed

Date