

CBT / EMDR PRACTICE TERMS AND CONDITIONS OF ENGAGEMENT FOR INSTRUCTED THERAPY

INTRODUCTION

1.1 The Appointer(s) has/have engaged the Therapist to provide therapy in accordance with these Terms and Conditions of Engagement.

DEFINITIONS:

- 2.1. Appointer(s) – means the party or parties instructing the Therapist
- 2.2. Instructions – means the written or oral statement of services required by the appointer of the expert including sufficient details of the relevant issue to enable the Therapist to assist.
- 2.3. Advisor – means any Therapist.
- 2.4. The client (s) – means the parties, on whose behalf the appointer(s) has instructed the Therapist to advise or provide therapy.
- 2.5. Fees & Disbursements – means the Therapist's professional charge for carrying out the appointer's instructions together with all reasonable expenses incurred in discharging these obligations such as relevant out of pocket expenses including car mileage, first class rail travel, business class air fares, reasonable refreshments and hotel accommodation where an overnight stay is necessary, together with the cost of photocopying, reproduction of diagrams and drawings and other such similar expenses incurred in the production of the report, as set out in more detail in Clause 5.

THE APPOINTER'S/APPOINTERS' OBLIGATIONS:

- 3.1. To deal promptly with the Therapist's requests for information and/or further instructions.

THE THERAPIST'S OBLIGATION:

- 4.1. Only to accept appointments where he has relevant qualifications and experience.
- 4.2. To advise the appointer(s) of any conflict of interest (actual or perceived).
- 4.3. To use skill and care when carrying out his instructions.
- 4.4. To deal with all other matters promptly and where appropriate, within any time limits agreed by the appointer..
- 4.5. To preserve confidentiality and to be registered with the ICO.

FEES AND DISBURSEMENTS

- 5.1. For the avoidance of doubt, no instructions will be accepted where payment is contingent on the outcome of the case.
- 5.2. Wherever possible, the fees shall be agreed in advance, or an estimate provided to the appointer(s) in which case details will appear in the Therapist terms.
- 5.3. The point(s) at which invoices will be presented, and any period of credit granted are by prior agreement only and at the discretion of Dr Paul Rogers Limited.
- 5.4. Disbursement including travel and accommodation costs shall be charged at the cost incurred. They shall include, but not be limited to those listed at clause 2.10.
- 5.5. Travel time is chargeable, that fact and the hourly rate are specified in the cost proposal provided.
- 5.6. Where a cancellation fee may be charged, that fact and the basis of charge are specified by agreement and the amount of work conducted prior to cancellation.
- 5.7. Where a fee note has been rendered, payment must be received in full before any additional instructions will be accepted.

DISPUTES

- 6.1. Any dispute arising between the expert and appointer shall, if not resolved, be dealt with by mediation, failing which all proceedings before the Cardiff County Court.

3rd September 2017