

Terms and Conditions – Medico-Legal Services

Please read through the following Terms and Conditions carefully. They set out the expectations for the service user and therapist. They govern the contract between us and ensure that both parties are protected in the unlikely event of a disagreement. Please do not hesitate to ask for clarification on any points if needed.

Please sign and date both copies, and return one to me to indicate your acceptance prior to the first appointment.

1. Prior to an assessment being arranged, **you will be emailed information about my role** in providing an independent medico-legal assessment and written report, the fees likely to be incurred, timescales and requirements from you (the service user). I will inform you if I do not consider I have the necessary skills and experience to carry out the assessment, and will try to signpost you to other professionals if necessary.
2. On **receipt of a signed copy of these Terms and Conditions** you will be emailed confirmation of the assessment date and venue.
3. Email is not a 100% secure method of communication. **With your signed consent, email will be used for correspondence:** to send letters, reports and other documents. Documents will be password protected and saved in Printed Document Format (PDF).
4. Medico-Legal assessment and report writing is a specialist area requiring enhanced professional training and clinical skills. Please note that **my professional duty when assessing and writing reports is to provide independent evidence and professional advice.** This advice will be used to assist in statutory and legal decision making and/or help the Tribunal in SENDIST cases. **My professional duty overrides any obligations to the family/party who has engaged me.**
5. I will be clear within all my reports which matters are within my knowledge and which are not. **Opinions I express will be true and based on my professional expertise,** and cannot be changed/omitted at the request of the family or other professionals.
6. **Some assessment will involve the use of video and/or sound recording.** The videos are temporarily stored on an encrypted, password protected i-phone. When no longer needed to inform my assessment, recordings are deleted and no copies retained.

7. A comprehensive assessment may require **liaison with other professionals** involved with the child/young person. You will always be informed of any telephone/face-to-face liaison, and you will be copied in on emails sent to other professionals.
8. **Medico-Legal reports are initially provided to the individual/party who has instructed me in draft format.** An invoice will be attached to the draft report. **Full payment is due on completion of the assessment** and is not dependent on my findings or the outcome of the case.
9. A signed, finalised assessment report in PDF format will be provided electronically (and in hard copy if requested) **after full payment has been received.**
10. **Attendance at a hearing or court case will incur a separate invoice** payable within 5 days following the hearing. **I do not charge a retainer fee** and should a hearing be vacated/cancelled following agreement between the Local Authority and the family, there will be no attendance costs incurred.
11. Payments can be made by **cash, cheque or direct bank transfer.** A written receipt will be provided on request.
12. All appointments are offered in **the child or young person's home, school, college or a combination of these settings.** Multiple visits (e.g. additional visits to another setting) will result in an increased fee, but only be made with prior agreement from the family/party who has instructed me.
13. As a parent of 2 children myself, I am fully appreciative that sessions may have to be cancelled at short notice due to illness. **I do not charge for cancelled sessions providing there is a valid reason given.** Likewise, I hope parents understand that there may be occasions when I, too must cancel/postpone a session at short notice due to illness.
14. A charge of **£50 plus travel costs** will be made in the event that I arrive for a scheduled appointment and no-one is home, or if a child/young person is not at school/college on the day I am booked to visit (e.g. through illness or school trip). **It is the parent's/carer's responsibility to inform me of any absences.**
15. **In the event of a safeguarding concern,** I have a legal obligation to share that information with relevant professionals in line with the Safeguarding Children's Act 2004.
16. I **am registered with the Information Commissioner's Office (ICO) as a Data Controller.** You can view my ICO registration by visiting: <https://ico.org.uk/ESDWebPages/Entry/Z3084713>.
17. I keep **written confidential notes on my involvement** with each child or young person. These are stored securely and treated confidentially according to the General Data Protection Regulations and the Data Protection Act 1988.

18. The Royal College of Speech and Language Therapists advise that **written records are kept until the child/young person's 25th birthday**. Files are then destroyed by shredding.
19. Following attendance at a hearing or court case, the 'bundle' will either be returned to the party who engaged me (if requested), will be placed in confidential waste at the court/Tribunal centre or will be shredded by myself. **Only documents pertinent to my assessment will be kept** as per RCSLT guidelines.
20. **You may apply in writing to access a copy of your child's notes** or to request modifications of any inaccuracies. These requests will be dealt with within 30 days.
21. For further information please refer to my **Privacy Policy** at www.kids-communication.co.uk

Declaration

*please delete as appropriate

I understand I can contact Helen Pearson with any questions before signing the Terms and Conditions.

I agree to Helen Pearson liaising with other professionals when necessary: * YES / NO

I agree to Helen Pearson using video/recording equipment as part of the assessment: * YES / NO

I understand that Helen Pearson will be storing and processing my child's personal information as described above: * YES / NO

I give consent for Helen Pearson to use email as a form of communication with me and other professionals as described above: * YES / NO

By signing below, I am agreeing to these terms and conditions.

Signature: _____ Date: _____

Print Name: _____

Name of Child/Young Person: _____

Relationship to Child/Young Person:

Please confirm below the email address(es) you are happy for me to use in correspondence with you:
