

**BrainCurve Psychology TIA BrainCurve
TERMS AND CONDITIONS FOR THE SUPPLY OF MEDICO-LEGAL SERVICES**

1. **DEFINITIONS:**
 - 1.1 **BrainCurve Psychology** Linda Atterton t/a BrainCurve of Drayton Old Lodge 146 Drayton High Road Drayton Norwich NR6 6AN
 - 1.2 **Conditions** These standard terms including any special terms agreed in writing between the Client and BrainCurve Psychology
 - 1.3 **Contract** the contract for the provision of the Services
 - 1.4 **Client** the person or entity purchasing the Services from BrainCurve Psychology
 - 1.5 **Expenses** the costs incurred by BrainCurve Psychology in providing the Services including but not limited to travel costs, subsistence costs and room booking fees
 - 1.6 **Fees** the fees payable for the Services calculated in accordance with the quotation set out in the Instruction Confirmation or as subsequently notified in writing by BrainCurve Psychology to the Client plus VAT where appropriate
 - 1.7 **Instruction Confirmation** the written summary provided by BrainCurve Psychology to the Client detailing the Services to be provided and including the quotation
 - 1.8 **Patient** the customer of the client in respect of whom the Services are provided
 - 1.9 **Service(s)** the Services as specified in the Instruction Confirmation to be provided in accordance with these Conditions
2. **INSTRUCTIONS AND APPLICABLE CONDITIONS:**
 - 2.1 In providing the Instruction Confirmation to the Client BrainCurve Psychology shall be deemed to be making an offer to supply the Services upon the terms set out therein and subject to these Conditions. The Client shall indicate acceptance of the offer by signing and returning the Instruction Confirmation to BrainCurve Psychology
 - 2.2 No variation to these Conditions shall be binding unless agreed in writing between BrainCurve Psychology and the Client
 - 2.3 No representations made by BrainCurve Psychology concerning the Services shall be incorporated into the Contract unless confirmed by BrainCurve Psychology in writing and in entering into the Contract the Client acknowledges that it does not rely on and waives any claim for breach of such representations which are not so confirmed
 - 2.4 Any typographical clerical or other error or omission in any website sales literature Instruction Confirmation invoice or other documentation or information that may be issued by BrainCurve Psychology shall be subject to correction without any liability on the part of BrainCurve Psychology
3. **PERFORMANCE OF SERVICES:**
 - 3.1 All dates given for the performance of Services are approximate only unless specifically agreed otherwise by BrainCurve Psychology in writing and BrainCurve Psychology shall not be liable for any reasonable delay in performance. Notwithstanding any agreement to provide Services on a specific date or by a specified deadline BrainCurve Psychology shall not be liable for any delay in performing the Services where such a delay is the result of the Client's failure to provide full and accurate information or to meet any of its obligations under the Contract or where delay is caused by any action of the Patient or by any failure by the Patient to act including failure to attend a scheduled appointment
 - 3.2 Any alteration to the Services as described in the Instruction Confirmation requested by the Client shall be agreed at the sole discretion of BrainCurve Psychology and subject to such increase in the Fees as shall be deemed appropriate by BrainCurve Psychology to reflect the alteration
 - 3.3 BrainCurve Psychology may make any changes to the provision of the Services which are required to conform to any applicable safety or other statutory and/or regulatory obligations codes of ethics or conduct requirements but which do not materially affect the supply of the Services
 - 3.4 Services may be performed by BrainCurve Psychology or its agents or sub-contractors
4. **FEES AND PAYMENT:**
 - 4.1 BrainCurve Psychology shall be entitled to invoice the Client for Fees and Expenses along with any VAT payable thereon at any time before during or in or after the provision of the Services
 - 4.2 All invoices are payable within 28 days of the invoice date (the "Due Date") and time of payment is of the essence. No payment shall be deemed to have been received until BrainCurve Psychology is in receipt of cleared funds
 - 4.3 Unless otherwise agreed with the Client any Expenses shall be charged to the Client at BrainCurve Psychology's sole discretion
 - 4.4 The Client shall remain liable for payment of all Fees Expenses and VAT notwithstanding any agreement entered into between BrainCurve Psychology and the Client regarding payment by a third party (including but not limited to an insurance company) and BrainCurve Psychology shall accordingly be entitled to pursue the Client for the recovery of any unpaid Fees Expenses and VAT. In the event that the Client receives any payment from a third party in respect of Services provided by BrainCurve Psychology the Client will hold the payment as BrainCurve Psychology's agent and will pay over such sums to BrainCurve Psychology immediately and in full.
 - 4.6 If the Client fails to make payment by the Due Date then without prejudice to any other right or remedy available to BrainCurve Psychology shall be entitled to:
 - (a) cancel the Contract and/or suspend the supply of any further Services (including without limitation the right to refuse to incur any additional Expenses) to the Client until full payment together with any interest is received by BrainCurve Psychology; and
 - (b) charge the Client interest (before and after any judgment) on the amount unpaid at the rate of four per cent (4%) per annum above the Bank of England base rate from time to time until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest); and
 - (c) charge the Buyer in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998
5. **WARRANTIES AND LIABILITIES:**
 - 5.1 BrainCurve Psychology warrants that the Services will be performed with reasonable skill and care and in accordance with any professional and regulatory obligations or codes of ethics and conduct applicable to BrainCurve Psychology's provision of the Services
 - 5.2 BrainCurve Psychology warrants that it holds professional indemnity insurance sufficient in cover and financial scope to accord with any professional and regulatory obligations and codes of ethics and conduct applicable to BrainCurve Psychology's provision of the Services
 - 5.3 BrainCurve Psychology does not warrant and the Client acknowledges that any report(s) forming any part or all of the Services will be favourable to or in any way assist the Client
 - 5.4 The Client warrants that it shall procure and provide to BrainCurve Psychology such information as BrainCurve Psychology may reasonably require in order to perform the Services including where appropriate by way of disclosure of original or copy documents whether confidential in nature or otherwise
 - 5.5 BrainCurve Psychology shall be under no liability under any warranty condition or guarantee (whether express or implied) as a result of any delay in the provision of the Services or as a result of any inaccuracy or error where such delay/inaccuracy or error is the result of the Client failing to provide information in accordance with clause 5.4 which is attributable to the quality completeness or accuracy of the information provided in accordance with clause 5.4
 - 5.6 BrainCurve Psychology shall be under no liability under any warranty condition or guarantee (whether express or implied) relating to the Services supplied if the Fees Expenses and VAT have not been paid in full by the Due Date.
 - 5.7 Except in respect of death or personal injury caused by BrainCurve Psychology's negligence BrainCurve Psychology shall not be liable to the Client by reason of any representation express or implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any direct or indirect or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims whatsoever arising out of or in connection with the supply of the Services to the Client
- 5.8 Unless otherwise expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by Law
- 5.9 Any liability incurred by BrainCurve Psychology pursuant to the Contract shall be limited to the value of the Fees
- 5.10 The Client shall fully and effectively indemnify BrainCurve Psychology its agents and sub-contractors against all claims losses costs (including without limitation reasonable legal and other professional costs) and expenses made against or suffered by BrainCurve Psychology resulting from any loss injury or damage suffered by the Client or a third party arising out of the Client's breach of any term or terms of these Conditions and/or the rights of any third parties
6. **CANCELLATION CHARGES:**
 - 6.1 In the event that the Client cancels the Contract at any time BrainCurve Psychology shall in its sole discretion be entitled to invoice the Client for any Expenses incurred in reliance on the Contract and for any Fees incurred in respect of Services fully or partially provided at the date of cancellation along with any VAT payable thereon
 - 6.2 In the event that the Client cancels a scheduled appointment by giving twenty four (24) hours notice or less or fails to keep an agreed appointment BrainCurve Psychology shall in its sole discretion be entitled to invoice the Client for any Expenses incurred as well as for a reasonable proportion not exceeding fifty percent (50%) of any agreed Fees in respect of time spent preparing for such appointment along with any VAT payable thereon
 - 6.3 In the event that the date of any court hearing or alternative dispute resolution proceedings which BrainCurve Psychology has been asked to attend in the course of providing the Services is changed or cancelled BrainCurve Psychology shall in its sole discretion be entitled to invoice the Client for any Expenses incurred as well as for a reasonable proportion not exceeding seventy five percent (75%) of any agreed Fees in respect of time spent preparing for such hearing or proceedings along with any VAT payable thereon
7. **TERMINATION**
 - 7.1 On giving written notice to the Client and without prejudice to any other right or remedy available to it BrainCurve Psychology shall be entitled to cancel the Contract to refuse to supply future Services or suspend (temporarily or indefinitely) any further supply of Services under the Contract without incurring any liability to the Client (and where the Services have been supplied but not paid for the Services shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary) in the event that:
 - (a) the Client makes any voluntary arrangement with its creditors or a notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
 - (b) an encumbrance takes possession or a receiver is appointed over any of the property or assets of the Client;
 - (c) the Client ceases or threatens to cease to carry on business;
 - (d) the Client breaches any one or more of these Conditions
 - (e) BrainCurve Psychology reasonably apprehends that any of these events mentioned above is about to occur and notifies the Client accordingly
 - 7.2 Without prejudice to clause 7.1 above and subject always to its compliance with its professional and regulatory obligations and codes of ethics and conduct BrainCurve Psychology shall be entitled to cancel the Contract as it deems necessary on giving the Client ten (10) days' notice in writing. In such event BrainCurve Psychology shall refund to the Client any sums received by it in connection with unperformed Services within seven (7) days of expiry of such notice
8. **DATA PROTECTION:**
 - 8.1 The Client:
 - (a) consents to BrainCurve Psychology's use of the Client's personal data including sensitive personal data (as defined by the Data Protection Act 1998 as amended from time to time) for the purpose of supplying the Services;
 - (b) consents to BrainCurve Psychology's retention of the Client's details on its client database and the sharing of those details with any other companies in the same group from time to time and with identified third party including without limitation HR, clinical, medical or legal professionals for the purpose of supplying the Services;
 - (c) warrants that it has obtained (and will procure a copy to BrainCurve Psychology on demand) written confirmation of the Patient's express consent to BrainCurve Psychology's use of the Patient's personal data including sensitive personal data for those purposes set out in sub-clauses (a) and (b) to this clause 8.1
 - 9.1 **COPYRIGHT:**
 - 9.1 Unless otherwise agreed in writing and notwithstanding payment of the Fees in accordance with these Conditions, all copyright in any report(s) or other documentation produced by BrainCurve Psychology when performing the Services remains owned by BrainCurve Psychology absolutely and BrainCurve Psychology asserts its moral rights in respect of such report(s) and documentation;
 - 9.2 On payment of the Fees in accordance with these Conditions, the Client shall hereby be granted a non-exclusive copyright licence to use the report(s) or other documentation produced by BrainCurve Psychology in accordance with the purpose for which they were commissioned
 10. **GENERAL:**
 - 10.1 BrainCurve Psychology may perform any of its obligations or exercise any of its rights hereunder directly or through any of its agents or sub-contractors
 - 10.2 The headings in these Conditions are for convenience only and shall not affect their interpretation
 - 10.3 No failure by BrainCurve Psychology to exercise any power given to it or to insist upon the strict compliance by the Client with any obligation herein and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of BrainCurve Psychology's rights under this Agreement
 - 10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part that provision shall be deemed severed from these Conditions but the validity of the other provisions of these Conditions shall not be affected thereby and shall continue in full force and effect
 - 10.5 The Client shall not assign dispose sub-contract or otherwise transfer any rights (including without limitation benefits) or obligations that it may have under the Contract to any third party without BrainCurve Psychology's prior written consent (which may not be withheld or delayed unreasonably). BrainCurve Psychology may upon giving reasonable notice to the Client assign dispose of sub-contract or otherwise transfer any rights that it may have under the Contract
 - 10.6 Except as otherwise provided nothing in this Contract is intended to or shall confer on any third party any benefit or the right to enforce any term of this Contract
 - 10.7 Any notice demand or communication in connection with the Contract shall be made in writing addressed to the recipient at the recipient's registered office (or equivalent) or at such other address as may from time to time be notified in writing by the recipient to the sender as the recipient's address for hand, when left and will be duly served:
 - (a) if delivered by hand, when left at the proper address for service
 - (b) if sent by first class post or special delivery post forty eight (48) hours after being posted
 - 10.8 For the avoidance of doubt, no relationship of agency, partnership or employment shall exist between the Client and the Client and (without prejudice to the foregoing) Client shall at all times remain directly liable (including without limitation for payment of Fees) to BrainCurve Psychology under the Conditions

- 10.9 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and subject to the exclusive jurisdiction of the English courts
- 10.10 If any dispute arises in connection with the Contract the parties may at the election of BrainCurve Psychology attempt to settle it by mediation prior to the matter being referred to the courts