



ADVANCED ASSESSMENTS LTD
Expert Witnesses & Psychologists

Client Engagement Agreement

Non-Legal Assessments

Terms and conditions for private client assessments for educational, occupational and therapeutic assessments that have not been commissioned for the use in court proceedings and will not be used in court proceedings.

**Private Client
Terms &
Conditions**

ADVANCED ASSESSMENTS LTD
TERMS AND CONDITIONS FOR
DYSLEXIA, DYSPRAXIA, AUTISM, ADHD & MENTAL HEALTH
ASSESSMENTS

Advanced Assessments Ltd believes that its services should be positive experiences, providing, wherever possible, answers to questions and suggestions on how to move forward. As explained in Advanced Assessments Ltd leaflets, assessment, screening and consultation exercises are key elements of understanding an individual's strengths and difficulties and planning appropriate action. The focus of the overall process is always the individual, and it is this person's interests that will be put first. In order to obtain a balanced picture, it is helpful to have background information from home, schools, employers, etc. However, no contact will be made with any outside agencies without prior approval and, as explained in our data protection statement, no information will be released without prior approval.

The following Terms and Conditions are designed to describe fully the operation of Advanced Assessments Ltd's services and to minimise the potential for misunderstanding.

Advanced Assessments Ltd will:

- 1)
 - a. Arrange a suitable assessment, screening or consultation for the client¹ with a Chartered Psychologist.²
 - b. Arrange an assessment, screening or consultation for the client that is relevant to the reason for referral and within the area of Advanced Assessments Ltd's expertise as described within its website.
 - c. When suitable to do so, request completion of suitable questionnaires covering background information and, when appropriate, request additional information from relevant agencies relating to the reason for referral.
 - d. Ensure that when a client is individually assessed, he/she will receive provisional, verbal feedback from the assessor immediately after the assessment session.
 - e. Provide reports in approximately four weeks unless an expedited fee has been agreed in which case the assessment will be returned within seven days. Individual assessments will highlight the client's cognitive strengths and weaknesses, offer advice on appropriate learning and coping strategies, and give information on sources of appropriate teaching and advice/support etc., where relevant. When appropriate, reports will be circulated to both purchasers and clients.
 - f. Arrange for assessments and screenings to be performed in a suitable assessment room (when taking place in Advanced Assessments Ltd's premises).
 - g. Will complete a Form 8 if instructed to, the fee for completion of Form 8 is £300 and does not form part of the fee for the assessment.

1 A 'client' being assessed can be an adult, young person or a child. Where the client being assessed is a child, i.e. under the age of 16 years, the client's parent(s) will usually be considered as the client for the purpose of confirming these Terms and Conditions. Young persons aged 16-17 are entitled to the same duty of confidence as adults. Therefore, their parents should explain and discuss with them in advance the reason for the assessment, and obtain their agreement to proceed within the conditions of the above Terms and Conditions. However, it should be noted that children of any age who have the capacity

and understanding to make decisions about their own treatment are also entitled to a duty of confidence and to decide whether their personal information should be disclosed to a third party. Where children do not have the requisite capacity and understanding, decisions to pass information may be taken by a person with parental responsibility in consultation with the professional assessor involved. A client can also be the purchaser of Advanced Assessments Ltd's services. See Section 6.

2 In exceptional circumstances, psychologists under supervision with conditional chartered status may be allocated

- g. Provide waiting area facilities at its main centres³. However, clients should note that Advanced Assessments Ltd office staff cannot be held responsible for the supervision of children on Advanced Assessments Ltd premises while their parents are receiving post-assessment feedback.
- h. Try to conform as much as possible to clients' own terms and conditions and related instructions. In particular cases, individual agreements or contracts will be made.

2)

- a. Provide the client being assessed or screened with suitable literature on Advanced Assessments Ltd where appropriate. This information will be sent in the information pack by email.
- b. Attend to any queries about reports as quickly as possible that arise after the assessment. However, any such queries will be chargeable at our standard professional rate of £200 per hour plus VAT.
- c. The assessment fee does not cover enquires before the assessment takes place, a fee of £200 per hour plus VAT is chargeable for ongoing enquires after the initial call back.

3)

- a. In all of its dealings, conform to UK law concerning the processing and storage of information, employment and civil rights of the client being assessed.⁴

4)

- a. Enable and support its teachers and consulting psychologists to apply their professional codes of conduct/ethics at all times when engaging with their clients.
- b. Monitor and maintain acceptable standards of quality from its personnel and consulting psychologists.
- c. Arrange for educational and psychological assessments, screening and consultations to be performed only by appropriately qualified personnel or Chartered⁵, independent psychologists, respectively.

³ Waiting facilities cannot be guaranteed at all outposts

⁴ In particular, the Data Protection Act 1998, Equality Act 2010 and Article 8, (right to private life) Human Rights Act 1998

⁵ Psychologists under the supervision of a chartered psychologist may be allocated

5)

Advanced Assessments Ltd reserves the right not to accept a referral, terminate it, or not or not circulate a report, if:

- a. The referral appears to be outside its area of expertise.
- b. There is an apparent conflict of interest between relevant parties.
- c. If any relevant parties are in or intend to be in dispute.
- d. If the client's home is not suitable for the assessment because; (i) it does not have a desk or table where two people can work at; (ii) it has levels of noise or interference that would undermine the validity of the assessment.
- d. Advanced Assessments Ltd's reputation is or could be, compromised.
- e. Where the report commissioned is going to be used in proceedings or contemplated proceedings, and the party commissioning the report has failed to instruct Advanced Assessments Ltd as an expert witness at its normal professional rate.
- f. The client has failed to disclose a known material psychological or physical condition which could undermine the validity of the results of the type of assessment they have commissioned.
- g. There are current legal or tribunal proceedings that may be affected by Advanced Assessments Ltd's involvement.
- h. It cannot provide the report in the time required.
- i. The fee has not been paid at the required time.
- j. The staff member or psychologist decides to terminate his/her involvement for any just reason.
- k. The client being assessed fails to comply with any of the conditions in (7) below and where such failure could compromise the validity of the assessment.
- l. The relevant Questionnaire/Authorisation Form(s) (and Letter of Instruction where appropriate) have not been signed by the appropriate person(s) and returned to Advanced Assessments Ltd.
- m. The client has failed to return this Client Engagement Agreement.
- n. If the client cancels, postpone or rearranges the assessment less in less than seven working days' notice the full fee will be not be refunded.
- o. In the case of termination or non-acceptance of a referral or non-circulation of a report, under sub-clauses a to n above, and if a fee has already been received, the administrative and assessment fees shall not be returned.

6)

The commissioner/purchaser (if not the client being assessed) will:

- a. Complete and return relevant Advanced Assessments Ltd questionnaires, or other pertinent information, when requested to do so.
- b. Use reports for the sole purpose of attending to the needs of the client being assessed.
- c. Pay the full fee for the report if it decides at any stage not to wait for the final report.
- d. Not use or circulate any report for any other purpose than for what it is intended.
- e. Pay fees, when requested to do so by Advanced Assessments Ltd.
- f. Agree to pay the full fee for appointments cancelled in less than five working days without or notification of prior warning or good cause, such cancellations will result in loss of the agreed fee.⁶
- g. Respect the confidential status of reports and conform to the regulations of the Data Protection Act 1998, the General Data Protection Regulations and our Privacy Policy.
- h. Agree with the client being assessed, in advance of the assessment, the reason for referral to Advanced Assessments Ltd and obtain the client's agreement to proceed with the assessment.
- i. Notify the school that you intend to have a private assessment carried out, if the person being assessed is at school age.
- j. Agree with the school, where the person being assessed is at school age, whether a Form 8 needs to be submitted in addition to the main report.
- k. Agree with the client being assessed, in advance of Advanced Assessments Ltd's involvement, the arrangements for distribution of reports.
- l. Disclose all material facts that might lead to the assessment being more complicated than usual in good time, such as advising if it is suspected that the individual being assessed has multiple learning difficulties, other neurodevelopmental conditions, anxiety, depression or any other mental health condition.
- m. Agree to the client being assessed being provided with a confidential report that will not be circulated to other people without his/her agreement.
- n. By continuing to ask us to act you will be deemed to have accepted these terms and conditions whether or not you have signed the Client Engagement Agreement.

7)

The client being assessed will:

- a. Be punctual for the assessment.
- b. Co-operate fully with all requirements of the assessment process.
- c. Confirm with the assessor assessing if any confidential information given verbally or on Advanced Assessments Ltd's questionnaires should not be divulged within reports.
- d. Inform the assessor if he/she has received an assessment in the past that may have a bearing on the assessment to be performed.
- e. Inform Advanced Assessments Ltd prior to the assessment of any personal health or other factors that may influence the assessment to be performed.

- f. Bring with them any prescription spectacles needed to see fine details when working with materials at a table.
- g. Complete and return relevant Advanced Assessments Ltd questionnaires or other pertinent information when requested to do so.
- h. Arrange for assessments and screenings to be performed in a suitable room this needs to be free from noise and have a table or desk where two people can sit and two chairs.
- i. Not use or circulate the report for any other purpose than for what it is intended
- j. Unless funded by a third party, pay the fee when requested to do so by Advanced Assessments Ltd and agree to pay the full fee for appointments cancelled or postponed without notification of prior warning or good cause.
- k. Respect the confidential status of the report and conform to the regulations of the Data Protection Act 1998, the General Data Protection Regulations and our Privacy Policy.
- l. Where applicable, agree with the commissioner/purchaser of the assessment, in advance of the assessment, the reason for referral to Advanced Assessments Ltd and give their written agreement to proceed with the assessment.
- m. Make full and frank disclosure of all material facts before instructing Advanced Assessments Ltd.
- n. Where applicable, agree with the commissioner/purchaser of the assessment, in advance of the assessment, the arrangements for distribution of the assessment report.
- o. Agree to all of the above terms and conditions.

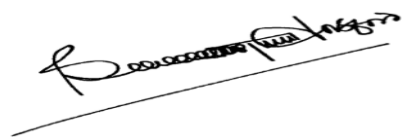
I agree to all of the above terms and conditions

Signed

Name:

Date:

Signed



Dr Bernard Horsford
For and on Behalf of Advanced Assessments
Ltd

6 Advanced Assessments Ltd prefers that payment be made via one paying agent only.

Advanced Assessments Ltd - Privacy Notice

This Privacy Notice sets out how we protect your 'data' (personal details and records) we do this to comply with the General Data Protection Regulation or GDPR (Europe) and The Data Protection Act 2018 (UK). A summary of how GDPR is being implemented, why confidential information is held and how this is protected can be found by visiting: <https://ico.org.uk>

It is assumed that by engaging in this assessment or service, you are consenting to records being kept. For the avoidance of doubt, we (or those who instruct us) might ask you to sign a consent form. If we believe you lack capacity or if you are a child we might seek consent from an appropriate adult.

- Keeping records is an essential component of healthcare, which helps in understanding how best to help and forms the basis of any reports needed. We usually keep your records for any of the following reasons:
 - Preventative or Occupational Medicine.
 - Legal defence necessary for the establishment, exercise or defence of legal claims whenever courts are acting in their judicial capacity.
 - Where the data subject has given explicit consent.
 - Research.
 - Where it is necessary to protect the vital interest of the data subject or some other person where the data subject is physically or legally incapable of giving consent.
 - Employment relationship.
 - Where a data subject has already put information in the public domain.
- Confidentiality is maintained at all times (i.e. your information is not shared) unless there are *exceptional* circumstances such as risk to yourself or others. If believe you or a child is at risk other services such as your GP or police may be contacted without your consent, as this is a professional obligation. Please see The British Psychological Society, Generic Professional Practice Guidelines www.bps.org.uk
- We operate a system of peer review and supervisor review, where we believe that it would be helpful for a peer or supervisor to review the content of a report or therapeutic session we will obtain your consent.
- Consultation notes and questionnaires will be held for varying lengths of time depending on the content (and then carefully disposed of). For example:
 - Some records might be held indefinitely if there were any issues of concern that could lead to a police investigation in the future.
 - Where there is a legal obligation to hold those records to report our transactions to HMRC, we will hold those records for seven years.
 - Mental health records are subject to special legislation, e.g. children's records are kept until age 26 and adult records for eight years after the last contact with the service www.gov.uk/government/publications/records-management-code-of-practice-for-health-and-social-care
- All information recorded on paper will be securely stored in a locked filing cabinet, and if this has to be transported outside of the office, great care will be taken in other premises and likewise locked in a filing cabinet
- Confidential digital information will be stored in a secure cloud service offering high levels of security.
- Confidential information sent via the internet will be encrypted and password protected, the password may be sent separately by text message.
- Letters sent by surface mail, e.g. to GP's will be marked Confidential.
- All electronic devices (e.g. computers, laptops and phones) and used to access

Advanced Assessments Ltd - Privacy Notice

stored information will themselves be password protected. Disc's drives will be encrypted.

- The right of access called a 'subject access request' or SAR can be made for the data we hold, but there may be an administration charge if all records are requested, as these may be 'excessive'. These will be provided within one calendar month of the request being made.
- Where we carry out psychological tests and assessments, we work within the British Psychological Society's Statement on the Conduct of the Psychologists providing Psychometric Expert Evidence to Courts and Lawyers. Under these guidelines, it is not possible to disclose some of our records to you. We cannot disclose certain test information under these guidelines or where disclosure would amount to a breach of a trade secret.
- We may automatically delete all the data that we hold on you within seven days of the assessment report being produced or sooner if we do not produce a report.
- Where a request is made by a *bona fide* data subject (the data subject might be an organisation or individual), we will require proof of identity in the form of:
 - a current passport,
 - a driving licence; or
 - a birth certificate.

And Also, one of these:

- a recent bank statement dated within the last the months (with full address); or
- a recent utility statement dated within the last three months (with full address).
- We might ask records to be collected in person from our office and for the data subject to bring the original identification documents with them. If records are sent by post, they can only be sent to the registered address which is proved by the identity documents.
- In the event of death or incapacity of any medical professional in Advanced Assessments, arrangements have been made for records to be held by a named professional colleague who will continue with the above obligations.
- We do not process your information outside of the EEA.
- Where you are under a statutory or contractual obligation to provide your data, this will be set out in the letter of instruction from the lawyers involved in your case, the court or by your employer.
- We do not use automated decision making in processing your data.
- You have the right to withdraw consent and ask us to delete the data that we hold on you. If you have not provided consent, we will not retain your data unless we were lawfully obliged to.
- This Privacy Notice will be subject to review, as needed or annually by 25 May each year.
- Advanced Assessments Ltd is registered with the Information Commissioner's Office (ICO), and you have the right to complain how we process your data with the ICO.

Enquiries can be made by contacting the Data Controller in writing:

Tamsin Beeby
Data Protection Officer
Advanced Assessments Ltd
180 Piccadilly
Mayfair
London W1J 9HF