

Terms and Conditions (for the preparation of Medico-Legal Reports, Further Clinical Investigation Letters, attendance at HM Courts and Tribunals Service and all associated interpreter fees)

5 April 2017

The Helen Bamber Foundation (“the Foundation”) offers a range of medical and therapeutic support to our clients, including psychiatric, psychotherapeutic, psychological, somatic and medical consultations. Each of our clinicians has been appropriately trained in the forensic documentation of the physical, psychological and emotional sequelae of torture, rape and other serious forms of psychological, physical or sexual violence in accordance with the Istanbul Protocol: *Manual on the Effective Investigation and Documentation of Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment* (Professional Training Series No. 8/Rev.1 United Nations New York and Geneva, 2004) and has recognised expertise and appropriate experience in their field. All our clinicians receive ongoing training with regard to the quality and integrity of our reports.

The Foundation expects solicitors, legal representatives and others (“the instructing party”) who refer clients of the instructing party (“the client”) for therapeutic care and Medico-Legal Reports to take instructions regarding their clients’ financial and physical ability to attend the Foundation’s offices in London. The instructing party is expected to liaise with UK Visas and Immigration (“UKVI”) to ensure attendance and to ensure that the cost of attendance to any assessment and/or medico-legal appointment(s) is provided either as a travel warrant arranged through UKVI, or for a disbursement from the Legal Aid Agency (“the LAA”), or other means as appropriate. The Foundation is not in a position to finance attendance at such appointments.

The Foundation currently has no child care facilities for persons attending the Foundation in connection with either therapeutic care or Medico-Legal Reports. The Foundation cannot take responsibility for child care. Other arrangements should therefore be made before setting out to any and all appointment unless other arrangements are agreed in writing by the instructing party.

The Foundation agrees to prepare any and all Medico-Legal Reports, and any and all referral review work, as commissioned by the instructing party, and attend HMCTS, where required, upon the following Terms and Conditions:

1. Our reports contain a range of information depending upon the request of the instructing party and according to the clinical needs of the client. As a matter of course, Medico-Legal Reports will include details of the client’s background such as the family and individual medical and developmental history, an examination of their mental state, physical examination if relevant, current medication and the results of any psychometric tests if applied, in addition to a history of torture, rape and/or other serious forms of psychological, physical or sexual violence (to a level of detail deemed clinically appropriate to the client’s circumstances). Where appropriate, a prognosis and recommendations regarding future care and treatment will be provided. Our reports will contain confirmation of our recognition of an expert’s duty to HM Courts and Tribunals Service (‘HMCTS’) and a statement of truth.
2. We require the instructing party to pay for interpreting costs (if applicable) for a maximum of six hours.
3. Following an initial assessment, if the Foundation agrees that physical and/or psychological injuries are to be documented by the Foundation, the Foundation will fax or email a Report Order Form and Fee Quotation to the instructing party, alongside a copy of these Terms and Conditions. Receipt of the signed Report Order Form constitutes the contract between the parties. It is only following return of the Report Order Form duly completed to the Foundation, that appointment/s with the examining clinician/s will be arranged.

4. In addition to the Report Order Form, the instructing party is expected to provide a detailed letter of instruction together with the following documents at the same time or at the earliest opportunity thereafter without prompting:
- a. Your detailed instructions for the MLR;
 - b. Screening interview;
 - c. SEF (interview);
 - d. Typed witness statement;
 - e. Home Office refusal letter (if client is post-decision);
 - f. First-tier Tribunal Appeal determination (if applicable);
 - g. Any applications to the First-tier or Upper Tribunal for permission to appeal (if applicable);
 - h. Upper Tribunal Appeal determination (if applicable);
 - i. Relevant correspondence from the Home Office;
 - j. Rule 34 & 35 reports & UVKI response if your client was in DFT/Detention;
 - k. Detention healthcare notes;
 - l. Reasonable Grounds and/or Conclusive Decisions for victims of trafficking;
 - m. Other Medical records (e.g. previous expert medical reports, GP, hospital records, medical papers from Country of Origin.);
 - n. Country expert information (if relevant);
 - o. Age assessment report (if relevant); and
 - p. Photographs of any scarring (if available).
5. Documents not in English must be supplemented by a translation in typescript and by a copy in typescript of any handwritten original.
6. Witness statements should be submitted in typescript and must be a coherent document in chronological order. Witness statements should be signed and dated by the witness unless they are in draft format. Draft witness statements must be provisionally dated.
7. Any delay in receiving the Report Order Form and/or the instructions/relevant supporting documents, will affect the scheduling of the MLR assessment and/or report completion timeframes.
8. The instructing party must keep the Foundation updated on any legal developments in the client's case, including hearing dates, adjournments, and deadlines provided by UKVI, and must also provide any further papers as they become available, without prompting.
9. Our fee structure is as follows (hourly rates as determined at market rates by the LAA and by reference to The Civil Legal Aid (Remuneration) (Amendment) Regulations 2013):
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| a. Full Medico-Legal Report | £108.00 p/h |
| b. Psychiatrist's reports | £108.00 p/h |
| c. Psychologist's reports | £93.60 p/h |
| d. Trafficking reports | £100.00 p/h |
| e. Specialist reports by a senior clinician – quotation upon request | |
| f. Attendance at court (Psychiatrist)
(includes travel and waiting within Central London + Hatton Cross) | £108.00 p/h |
| g. Attendance at court (Psychologist)
(includes travel and waiting within Central London + Hatton Cross) | £93.60 p/h |
| h. Attendance at court (Physician)
(includes travel and waiting within Central London + Hatton Cross) | POA |
| i. Attendance at courts (any expert) outside of London | POA |
| j. Interpreters fees: Up to six hours (including travel and waiting time if applicable)
(£25 p/h for London and £28 p/h for non-London) | £150.00/£168.00 |

All fees are subject to VAT.

All fees are subject to (but do not include) VAT¹

10. The instructing party is exclusively responsible for the payment of any and all fees for Medico-Legal Reports, consideration of referrals for clients detained in the immigration estate, attendance at HMCTS and all associated interpreter fees. All such fees will be payable by the instructing party, unless the Foundation confirms in writing that the fee has been waived (see below). The instructing party is presumed to either already have in place, or have put in place, all necessary funding arrangements. No allowances can be made for fees due where funding arrangements have not been made save where, by prior arrangement, the said fees are waived.
11. Fees must be paid within 30 days of the invoice date unless otherwise agreed in writing by the Foundation. Prospective instructing parties should note that the Foundation will not undertake work for any instructing party which has liabilities to the Foundation for fees exceeding any reasonable credit limit determined by the Foundation.
12. The instructing party agrees to be liable for any costs, including reasonable legal costs that the Foundation incurs in connection with the recovery of outstanding fees. Where any incidental costs, including legal costs, are incurred the Foundation will notify the instructing party in writing of any such costs which must be paid within seven days of the date of the letter of notification. On expiration of the seven day period referred to above, any such costs may be enforced as a debt due.
13. The instructing party is liable for a monthly surcharge of payments not received on time, at a rate pursuant to that in force at the time under the Late Payment of Commercial Debts (Interest) Act 1988 (“LPCD”).
14. The Foundation reserves the right to charge reasonable administration fees for additional work and to require payment in advance in instances of previous late payment. We understand, and will exercise our statutory right to interest and compensation for debt recovery costs under LPCD, if we are not paid according to agreed contractual terms. Our debt recovery procedure is available upon request.
15. The Foundation retains its own discretion to waive fees, charges and other expenses as it sees fit. Requests to waive fees, charges and other expenses must be made in writing to the Lead, Medico-Legal Services Department at the Foundation.
16. The Foundation is not responsible for travel expenses incurred by clients during the preparation of Medico-Legal Reports. It is the instructing solicitors’ responsibility to assist clients in obtaining tickets for travel and any arising accommodation needs in advance of the assessment appointment(s). Where instructing solicitors have not arranged for their client travel and any arising accommodation needs, the Foundation will invoice the instructing solicitor for payments made by the Foundation to reimburse these costs to the client.
17. If for any reason, including deficiencies in the original written instructions of the instructing party, the Foundation reserves the right to arrange a further appointment. The Foundation will confirm what further fees will be required, if any, in a subsequent quote. Such subsequent quotes may include further necessary fees for interpreting for this appointment.
18. Should the instructing party withdraw instructions, the Foundation must immediately be notified in writing. Unless otherwise agreed in writing by the Foundation the instructing party will remain liable for any and all relevant fees, charges and other expenses incurred prior to such notification to the Foundation.
19. Should the instructing party cease to represent the client, the Foundation must immediately be notified in writing. Unless otherwise agreed in writing by the Foundation, the instructing party will remain liable for any and all relevant fees, charges and other expenses incurred prior to such notification to the Foundation.

¹ The Foundation are VAT registered, as are those who instruct us. VAT is therefore always applied to the fee. The Law Society have published a practice note on disbursements, third party services and VAT. You will find section 4.13 especially helpful in this regard. You can access the practice note at: <http://www.lawsociety.org.uk/advice/practice-notes/vat-on-disbursements>

20. The intellectual property in any and all reports prepared by or for the Foundation under these terms and conditions shall vest in and remain the property of the Foundation.
21. The Foundation agrees that any report commissioned by an instructing party may be used by that party solely for the purposes of representing the interests of the client in immigration and asylum proceedings. For any other use which the instructing party wishes to make of a report, the instructing party must obtain the prior written permission of the Foundation. Any use of a report by a third party, including but not limited to a person or firm instructed to represent the client in place of the instructing party is not permitted without the prior written permission of the Foundation and any such permission will be subject to such person or firm agreeing to pay any outstanding fees, charges and expenses to the Foundation.
22. The Foundation policy allows only the following persons to attend our assessments, clinical examinations and/or interviews unless otherwise advised in writing:
 - a. client(s)
 - b. our clinician/caseworker(s)
 - c. our interpreter
23. Other parties will not be admitted to the assessment, clinical examination and/or interview save at the absolute discretion of the clinician/caseworker.

05 April 2017