

# Youth Support Terms and Conditions

## Index – Hyperlinks to sections:-

<a href="#"><u>Youth Support Status &amp; Philosophy</u></a>	<a href="#"><u>General Terms</u></a>
<a href="#"><u>Charges and Fees</u></a>	<a href="#"><u>Payment</u></a>
<a href="#"><u>Privately Funded Matters</u></a>	<a href="#"><u>Legal Services Commission Work</u></a>
<a href="#"><u>VAT</u></a>	<a href="#"><u>Interest</u></a>
<a href="#"><u>Cancellations</u></a>	<a href="#"><u>Debt Recovery Costs</u></a>
<a href="#"><u>Commitment to Quality</u></a>	<a href="#"><u>Data Protection</u></a>
<a href="#"><u>Contact Details</u></a>	

## [Notes of Assistance to Referring Agencies](#)

### [Preparation of Estimates of Costs](#)

### [Giving evidence at Court](#)

### [Remote Working](#)

### [Timescales for Reports](#)

### [Documents And Paperwork](#)

### [Volume of Documents and Bundle Size](#)

## **Youth Support Status & Philosophy**

Youth Support are a registered Charity (No 296080) and Limited Company (registration no 2052719) and operate within equal opportunity guidelines. All our staff have regular DBS / CRB checks and certificates are available at request as is our safeguarding policy. All our assessments and reports hold the welfare of the Children or Young people involved as paramount.

**These terms** apply on each and every occasion that you instruct an agent, interpreter or expert through Youth Support. The terms cannot be varied orally and can only be varied by the express written consent of the Trustees of Youth Support.

A copy of these terms is provided whenever instructions are remitted unless the agent or expert from Youth Support has been instructed by you on a previous occasion. Acceptance of instructions from you is deemed acceptance of these terms in their entirety.

In these Terms and conditions – ‘Client’ refers to the referring agency or individual. ‘Patient’ or ‘Subject’ refers to the referred individual or family.

The primary purpose of these terms is to ensure that it is understood that Youth Support do not have the financial resources to pay agents or experts “up front” and that agents and experts will only be paid when Youth Support are in funds to enable them to do so.

Reports prepared by Youth Support or its experts remain the property of Youth Support Charity until full payment has been received. Reports may not be passed on to third parties without permission of the writer.

## **Charges and Fees – As published in our current appropriate schedules**

Please note that the fees are subject to periodic review and are therefore subject to change at short notice. Every effort will be made to advise you in advance should this happen. Fees are based on Legal Aid approved levels. Please note that we are an International Charity with UK base in Tonbridge Kent. Hence legal aid category of 'outside London' rates apply.

### **Payment**

Payment should be made to Youth Support (Charity No 296080) by direct bank or BACS transfer. We no longer accept payment by cheque. A copy of the Bank payment confirmation should be forwarded by email at the time of payment. Please also ensure that all payments are identified with our invoice number which is unique to each party of an instruction. Without this we cannot trace payments.

Youth Support is an International Charity and we are able to accept payments in US dollars; Euros or other currency by prior arrangement.

Please note that our fees are not subject to assessment or taxation by the Court.

Invoices will be issued at the same time as the report or within 14 days after the work has been carried out.

### **Privately Funded Matters**

If the Court case/matter is privately funded then you agree that when a client instructs you on a private fee paying basis you shall place yourselves in cleared funds to the extent of a reasonable agreed and binding fees estimate from Youth Support and then meet the invoice from those monies within twenty eight days of receipt of the invoice from Youth Support.

**Litigant in person** - if one of the parties in a joint instruction is a litigant in person who is responsible for a share of costs, then the lead solicitor shall place themselves in cleared funds received from that party before work is begun on the case and will have the authority to pay the litigant's share upon issuing of invoices. A litigant in person acting alone shall pay the Youth Support estimated invoice in advance before work is begun.

## **Legal Services Commission Work**

Where a client receives public funding through legal aid, you shall pay Youth Support fees to the extent only that the fees are approved on assessment by the "appropriate paying authority" which will generally be either the Legal Services Commission (LSC) or the Ministry of Justice (MOJ). Any such approved sum will be paid within twenty eight days of receiving the monies from the "appropriate paying authority".

Where a client receives public funding through legal aid, you will use your best endeavours to ensure payment on account by the "appropriate paying authority" whether by grant of prior authority or payment of disbursement on account by that authority. In any such instance the sum allowed will be paid within twenty eight days of receiving monies from the "appropriate paying authority".

Where a client receives public funding through legal aid under the LSC general crime contract or the LSC civil contract, payment of the Youth Support's fees will be paid by yourselves within twenty eight days of submission of a claim by you to the LSC which includes such fees.

All work that is carried out under this scheme will require full details of the case number and contract number to be provided upon accepting these terms and conditions.

**VAT** Youth Support is a registered charity for which VAT is not charged for services rendered. All our fees are therefore quoted exclusive of VAT.

## **Interest**

Youth Support reserves the right to charge statutory interest on all outstanding amounts. This will become chargeable on all outstanding sums after the expiration of 30 days. Statutory interest on late payments is currently charged at 2% per calendar month calculated monthly. Details of all interest due on outstanding amounts will be sent together with further reminder letters. Please note that if a reminder letter is sent Youth Support reserve the right to charge for this.

## **Cancellations**

If an assessment/meeting/appointment is cancelled or rescheduled by the Client or referring agency, or in the event that a Court hearing is cancelled or rescheduled the following charges will be made:-

- Cancellations notified at less than 48 hours will be subject to a cancellation charge of 50% of the attendance fee.
- Cancellations notified at less than 24 hours will be subject to a cancellation charge of 100% of the attendance fee. Attendance and waiting time for patient / subject will be charged at full hourly interview rates.
- Any non-refundable travel expenses such as advance purchase train tickets will also be charged.

The notification period shall be timed from receipt of such notification by Youth Support and not time of dispatch of a notification.

Non attendance by the subject /patient will be deemed a cancellation as will failure of the referring agency to notify the subject /patient of the appointment. Scheduling of appointments at detention centres and other institutions are the responsibility of the client (referring agency) and if a doctor or agent of Youth Support is asked to attend and is unable to gain access this is also deemed to be a cancellation and charged accordingly.

In the event of the subject/patient not attending at the appropriate time, the Doctor, Expert or agent of Youth Support will not normally wait for more than 30 mins. If they are asked to wait beyond 30 mins a waiting charge of our usual hourly interview rate will be charged for every hour or part hour in addition to the usual fee for the assessment should the subject / patient eventually attend. If the subject / patient should not arrive at the end of an agreed waiting period (usually no more than an hour), this will be deemed a failed appointment – ie a cancellation.

Confirmation, cancellation or any request for variation in appointments must be notified in writing by the referring agency or client and in the first instance by telephone or email.

No Expert, Doctor or Agent of Youth Support shall attend an appointment unless written confirmation of acceptance of the appointment and terms has been received. This confirmation may be emailed.

### **Debt Recovery Costs**

In the event that legal action is taken for any outstanding sums due to Youth Support, then we reserve the right to recover all of our debt recovery costs including interest where applicable.

### **Commitment to Quality**

'Youth Support' is an independent charity set up in 1986 to provide a focus for work with children and young people. We provide services for youth, training for professionals in the field, have a series of publications and International links.

Youth Support is committed to providing high quality care and services to children, young people and families. All our work has been based on sound academic principles and we have constantly evaluated our services. We have maintained a standard of excellence by holding international conferences, teaching and publishing in conjunction with colleagues and experts in the field.

### **Data Protection**

We are registered under data protection act and all our records are confidential and cannot be accessed by outside agencies.

### **Contact Details**

Y S Services                    The Bridge - Family Services

Telephone: 077706 38709

E-mail    [Services@YouthSupport.net](mailto:Services@YouthSupport.net)            [www.youthsupport.net](http://www.youthsupport.net)

## **Notes of Assistance to Referring Agencies**

### **Preparation of Estimates of Costs**

It is hoped that an estimate of costs can be prepared in each case prior to formal instruction in order to allow the client to apply for prior authority in good time if required. Estimates of costs are based on the volume of paperwork plus the necessity for interview/ examination of the patient.

In estimating time for paperwork Youth Support allow 4 hours for reading each 300 pages (equivalent to a lever arch file) – which it should be noted is a 'charity' subsidy since the average charge elsewhere is 5 hours per file. An equivalent amount is charged for writing.

Currently the basic legal aid approved level for a paediatric 'paper report' on a single child is based on 15 hours @ £108 / hour (ie £1,620) which allows for consideration of up to 550 pages. Any bundle in excess of this amount will hence require prior authority from legal aid or a commitment for the excess to be covered by one of the parties (usually the local authority). Clients are advised to consider the level of paperwork submitted to avoid excess charges. Supplementary papers and documents submitted to the expert after instruction will be subject to additional charges as per the rates quoted above.

Papers and reports which are wished to be considered must be submitted at least three weeks prior to the filing date of a report and paperwork submitted after this time may incur additional charges and may delay the final submission date.

Interviews / examinations are charged at legal aid hourly rates (currently £108/hr) based on 6 hours per patient including exam and writing time. Travel time is at legal aid approved rates.

We require written confirmation of acceptance of our ultimate invoice prior to beginning work.

## **Giving evidence at Court**

Youth Support is an International Charity and hence our experts operate over a wide geographical area and may not always be able to attend court in person. Whilst personal attendance can sometimes be arranged with sufficient notice, our usual practice is to give evidence remotely by telephone or by video link.

Since the COVID pandemic, the courts are well equipped with facilities for remote evidence.

## **Remote Working**

The Corona virus pandemic allowed us to test out various ways of remote working and the techniques developed during this period have proved to be very useful and a step forward to increasing the efficiency and accuracy of assessments. We are continuing remote working even after the coronavirus measures have ceased.

This will apply both to remote assessments and seeing patients and involvement in legal and court sessions such as experts' meetings and giving evidence. Please bear in mind these provisos when considering instructions since we will be unable to alter arrangements to cater for direct attendance apart from in very special circumstances. Travelling across the country to attend sessions is no longer an option due to time and costs. (Remote attendance is also more appropriate for Dr Birch who does have reduced mobility although this does not affect her work in any other way.)

Remote Assessments – We are continuing remote assessments which have proved to be very useful and have given certainly as much and often more information than one off visits. There will be continue to be no face to face interviews and assessments and all interviews will take place remotely via 'Teams' or whatsapp phone and video-calls. We will be contacting individual clients / patients to arrange details. Thus far remote interviews and assessments have proved to be very effective with the assistance of carers on site. This has proved to be a much more efficient way of working than face to face visits which often involved a whole days travel and expenses for a single session.

If you are wishing to have remote assessment of your clients please inform the carers that we will be contacting them and asking for photos and video material to be exchanged. It is important that carers be forewarned since otherwise they can be anxious about unexpected contacts. Similarly all expert meetings and court evidence will continue to be done by telephone or video call.

This arrangement will continue until further notice.

### **Timescales for Reports**

Whilst every effort is made to provide reports as soon as possible, timescales vary depending on demand and an estimate will be given at time of enquiry. This estimate of filing date will be valid for a period of 14 days and if instructions are delayed we ask that you request an update of timing since often several instructions come in at once and timescales change. Filing dates given on instruction will be adhered to whenever possible but cannot be guaranteed if documents are not received in timely fashion or if patients do not adhere to appointment times.

### **Documents And Paperwork**

With respect to paperwork this needs to be of good quality and easy to read and some formats are not acceptable. We may in certain circumstances have to make additional charges for using unacceptable formats since they take very much longer to work with. This includes security sealed PDFs; tiff files, rtf format ; heavily redacted documents; overprinted documents, small size, blurred or low definition scans.

It is extremely difficult to work with security sealed pdfs and we need to be able to OCR (text recognition) and if necessary copy sections for use in reports. Hence we are not able to accept secure pdfs unless the editing password is also supplied (ie not only the access password). It is also helpful if we are not sent redacted documents since often essential medical information is obscured. Please also make sure that scanned documents are provided in an acceptable format – good quality readable scans with no superimposed stamps and notices (such as PRIVATE or CONFIDENTIAL written across the page) We accept documents as word docs or pdfs - no tiff files or rtf or txt.

**The sheer volume of documents** and the **size of court bundles** has increased exponentially in recent years and we have reached a point whereby it is very difficult to proceed and produce a report within timescales and reporting dates which are often fixed before the full extent of the paperwork is realised. Between the time that instructions are first received and the filing date we are often sent large numbers of documents and these are usually sent piecemeal so that we may on the same day receive additional papers on several cases which may take time to download after logging into secure sites – so this all takes time and it is not possible to keep a running total of the pages received for each case.

We try to examine the folders and do a page count and see what might be missing three weeks in advance of the filing date which is the deadline we set for receipt of papers. However if the volume of paperwork is excessive a new costs estimate has to be produced and prior authority is usually required which may take time and cause delays in producing the report.

**We are therefore reliant on the instructing solicitor advising us when files sent have high page numbers.** The lead solicitor is thus responsible for warning of high page counts as we go along so that revised estimates can be produced in timely fashion.