

# WEST MIDLANDS CASE MANAGEMENT LIMITED

## Terms and Conditions for the Provision of Professional Services

Effective Date: June 2026 | Document Ref: WMCM-T&C-2026-V1

**Important Notice:** These Terms and Conditions govern the business relationship between West Midlands Case Management Limited and its Clients. By instructing us, executing a Service Agreement, or accepting our professional clinical/case management services, you agree to be legally bound by these terms in full.

### 1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, the following expressions have the following meanings:

<b>Company</b>	West Midlands Case Management Limited (registered in England and Wales), specializing in independent clinical case management, rehabilitation coordination, and professional care consultancy.
<b>Client</b>	The individual, corporate entity, insurer, solicitor, local authority, or body corporate who instructs the Company and is legally responsible for paying the Fees.
<b>Service User / Patient</b>	The individual individual receiving the clinical assessment, rehabilitation coordination, care planning, or support services directly.
<b>Services</b>	The professional case management, immediate needs assessments, litigation support, care coordination, and monitoring services provided by the Company to the Client/ Service User.
<b>Fees</b>	The professional charges, hourly rates, assessment fees, and disbursements payable by the Client to the Company for the performance of the Services.

### 2. FORMATION OF CONTRACT AND INSTRUCTIONS

- A legally binding contract is established between the Company and the Client upon the earliest occurrence of:
  - The receipt by the Company of written instructions or a signed Service Agreement from the Client.
  - The Client verbally authorizing the Company to begin the Services or initial assessment.
  - The Company commencing the performance of the Services with the Client's knowledge or implicit consent.
- Where instructions are given on behalf of an insurer, solicitor, or statutory body, that corporate entity acts as the primary Client and remains solely and explicitly responsible for the payment of all incurred Fees.

### 3. PROFESSIONAL STANDARDS AND COMPANY OBLIGATIONS

- The Company shall perform the Services with reasonable skill, care, and diligence, in accordance with the highest standards of professional clinical practice, clinical governance, and applicable statutory guidelines.

2. All case managers deployed by the Company will maintain active registration with their respective professional regulatory bodies, which may include the Health and Care Professions Council (HCPC), Nursing and Midwifery Council (NMC), and the British Association of Brain Injury and Complex Case Management (BABICM).
3. The Company will act as an independent consultant. While the Company provides expert guidance regarding rehabilitation paths, equipment purchase, and care regimes, final decisions regarding implementation rest with the Client or Service User.

#### 4. CLIENT AND SERVICE USER OBLIGATIONS

1. To enable the Company to deliver safe and accurate Services, the Client must ensure that all relevant historical health records, medical reports, therapy reports, legal parameters, and structural care data are provided truthfully and without delay.
2. The Client must inform the Company immediately of any known clinical, environmental, or safety risks present in the Service User's home environment prior to any physical home visit being executed.
3. The Client agrees to respect the professional boundaries of the Company's personnel. The Company retains the right to suspend or immediately terminate services if its employees, consultants, or subcontractors are subjected to verbal abuse, physical threats, or harassment.

#### 5. FEES, INVOICING, AND PAYMENT TERMS

1. Services are billed according to the Company's current published Scale of Fees or as specified in a mutually executed written quotation. Rates are structured on a time-spent basis (including travel time, administrative report writing, case reviews, and telephonic coordination).
2. Disbursements, including but not limited to travel mileage (charged at the Company's standard per-mile rate), public transport fares, clinical screening tools, and external professional report acquisitions, will be added to invoices at cost.
3. Invoices are generated monthly or upon the delivery of specific milestones (such as an Immediate Needs Assessment Report). **All invoices are strictly payable within 30 days** from the date of the invoice issue.
4. Pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, the Company reserves the explicit right to charge interest on all overdue invoices at a rate of 8% per annum above the Bank of England base rate, calculated daily, alongside fixed statutory compensation fees.
5. If an invoice remains unpaid for more than 45 days, the Company reserves the right to cease all ongoing case management services immediately, without liability for any resulting disruption to the Service User's care or rehabilitation timeline.

#### 6. CANCELLATIONS AND APPOINTMENT NON-ATTENDANCE

1. Scheduled assessments, home visits, or multidisciplinary care team meetings cancelled by the Client or Service User with less than 48 hours' business notice will be subject to a cancellation fee equivalent to 100% of the planned service time plus any non-refundable travel arrangements already booked.
2. Cancellations made between 48 hours and 5 business days prior will be subject to a 50% professional fee charge.

## **7. CONFIDENTIALITY AND DATA PROTECTION**

1. The Company is committed to safeguarding personal data in strict compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The Company is registered with the Information Commissioner's Office (ICO).
2. All clinical information, personal medical records, identity details, and financial parameters concerning the Client and Service User will be handled confidentially and processed solely for the professional administration of the Services.
3. The Client acknowledges and consents that the Company must disclose clinical summaries, case notes, and rehabilitation progress reports to authorized external third parties directly involved in the ecosystem of the case, which may include treating consultants, legal counsel, multi-disciplinary therapists, and instructing insurance firms.

## **8. SAFEGUARDING AND PROFESSIONAL DUTY OF CARE**

1. Notwithstanding the clauses regarding confidentiality, the Company's practitioners possess an overriding statutory and professional ethical duty of care to protect vulnerable adults and children.
2. If a case manager, during the course of providing Services, identifies a plausible risk of physical, emotional, or financial abuse, or severe neglect of the Service User, the Company is legally and professional bound to immediately report these findings to the relevant Local Authority Safeguarding Team and/or law enforcement authorities without obtaining prior Client authorization.

## **9. LIMITATION OF LIABILITY**

1. Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused directly by its gross clinical negligence, or for fraudulent misrepresentation.
2. Subject to Clause 9.1, the aggregate professional liability of the Company to the Client, whether arising out of contract, tort (including negligence), breach of statutory duty, or otherwise, shall be strictly capped at the total amount of professional fees paid by the Client to the Company in the 12-month period immediately preceding the event giving rise to the claim.
3. The Company shall under no circumstances be liable to the Client or any third party for indirect, incidental, special, exemplary, or consequential damages, including loss of profits, loss of care continuity, or emotional distress arising out of service interruptions.

## **10. TERMINATION OF SERVICES**

1. Either party may terminate the provision of Services at any time by serving 30 days' written notice to the other party.
2. Either party may terminate this agreement with immediate effect via written notice if the other party:
  - Commits a material breach of these terms which is irremediable or fails to remedy a remediable breach within 14 days of receiving written notification to do so.
  - Enters liquidation, bankruptcy, administration, or appoints a receiver over any of its commercial assets.
3. Upon termination, the Client shall immediately settle all outstanding invoices and pay for all professional hours and disbursements incurred up to the exact point of formal termination.

## **11. FORCE MAJEURE**

The Company shall not be liable for any failure, delay, or disruption in performing its obligations under this agreement where such failure results from an event beyond its reasonable control, including but not limited to: acts of God, severe weather events, regional strikes, national infrastructure or telecommunication failure, pandemics, government restrictions, or sudden medical emergencies affecting key clinical staff.

## **12. THIRD PARTY RIGHTS**

A person who is not a party to this agreement (including a Service User who is not explicitly the named instructing Client) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, unless expressly stipulated to the contrary in writing.

## **13. SEVERABILITY AND WAIVER**

If any provision of these Terms and Conditions is held by a competent court or authority to be invalid, illegal, or unenforceable, that specific provision shall be deemed severed, and the validity and enforceability of the remaining provisions of these Terms and Conditions shall remain entirely unaffected.

## **14. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions, and the contract between the Company and the Client, shall be governed by, and construed in accordance with, the laws of England and Wales. Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.