



Terms and Conditions of Service for CIB Mental Capacity Ltd

1. Introduction

These terms and conditions ("Agreement") govern the relationship between CIB Mental Capacity Ltd, hereinafter referred to as "the Business," and the user of mental capacity assessment services ("Services"), hereinafter referred to as "the Client."

2. Services Provided.

The Business offers mental capacity assessment and related services to individuals, families, and organizations to determine their ability to make informed decisions related to their personal welfare, property, or financial affairs. The assessments are conducted in accordance with the Mental Capacity Act 2005 and its accompanying Code of Practice.

3. Client Responsibilities

Clients are responsible for providing accurate and complete information necessary for the assessment process. It is the Client's responsibility to ensure that all relevant parties are informed and consent to the assessment when required. The client must fully cooperate with the assessment process and comply with any instructions provided by the Business assessors.

4. Assessment Process

The assessment process involves an evaluation of the individual's capacity to make specific decisions. The Business will provide a written report detailing the findings of the assessment, which will be confidential and shared only with the client and any authorized individuals as required by law or with the client's consent. The assessment report is based on the information available at the time of the assessment, and the client acknowledges that capacity may change over time. The Business does not provide legal advice or make decisions on behalf of the client. The assessment report is for informational purposes only.

5. Confidentiality and Data Protection

The Business will handle all personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR). The client's personal information will be treated as confidential and will only be used for the purpose of conducting the assessment, unless otherwise agreed or required by law. The Business will take appropriate security measures to protect personal data from unauthorized access, loss, or misuse.



6. Fees and Payment

The Client agrees to pay the Business fees as agreed upon prior to the assessment. Details of the fees will be provided in the assessment agreement or as otherwise communicated by the Business. Payment terms, including invoicing details and due dates, will be provided to the Client upon engagement. The Business reserves the right to withhold or suspend the provision of the assessment report until payment is received in full.

7. Cancellations and Rescheduling

Clients may cancel or reschedule appointments with advance notice, as specified by the Business's policies. Late cancellations may incur charges.

8. Limitation of Liability

The Business will exercise reasonable care and skill in the provision of services. However, the Client acknowledges that assessments involve inherent uncertainties, and the Business is not liable for any damages, losses, or injuries arising from the use or reliance on the assessment report or the Services provided, unless caused by the Business negligence or wilful misconduct. The Business is not liable for any indirect, consequential, or incidental damages arising out of or in connection with the assessment, including loss of profits, business, or data. The Business liability, if any, shall not exceed the total amount paid by the client for the assessment services.

9. Amendments and Termination

The Business reserves the right to modify or update these Terms and Conditions at any time. Clients will be notified of any changes, and continued use of the services implies acceptance of the revised terms. The client may terminate the agreement by providing written notice to the Business. Termination will be effective upon receipt of the notice. The Business may terminate the agreement if the client breaches any provision of these Terms and Conditions, without prejudice to any other rights or remedies available to the Business.

10. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. Complaints and Disputes

In the event of a dispute or complaint, the Client agrees to notify the Business promptly, and both parties will work towards an amicable resolution. If a resolution cannot be reached, the matter may be referred to mediation or legal proceedings.

By engaging with CIB Mental Capacity Ltd, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.