



TERMS OF ENGAGEMENT

INSIGHT ASSESSMENT SERVICES LIMITED (“the Company”)

Company No: 08785944

Registered Office: C/O Krowe Limited, Grafton House, Bulls Head Yard, Alcester, Warwickshire, B49 5BX

Practitioner:

A qualified and registered social worker appointed by the Company to deliver services on its behalf, currently:

Melinda Enock

Independent Social Worker & Expert Risk Assessor

Social Work England Registration: SW75642

ICO Registration: ZA037421

Email: melinda@insightassessment.co.uk

Tel: 07970 067251

These Terms govern all professional social work services supplied by the Company and delivered by the Practitioner.

1. Introduction

These Terms of Engagement (“the Terms”) set out the basis on which Insight Assessment Services Limited (“the Company”) provides social work assessment, expert witness, consultancy and related professional services. Services will be carried out by a suitably qualified social worker appointed by the Company (“the Practitioner”).

Clients may include solicitors, legal professionals, local authorities, agencies, or private individuals commissioning services directly.

By commissioning services, instructing work, or participating in any assessment, the Client confirms acceptance of these Terms. These Terms apply to all work unless expressly varied in writing by the Company.

2. Professional Role, Qualifications & Regulation

- The Practitioner is a Registered Social Worker with Social Work England.
- The Practitioner holds specialist qualifications and extensive experience in child protection, safeguarding, risk assessment and family law.
- The Practitioner adheres to:
 - Social Work England Professional Standards;
 - BASW Code of Ethics;
 - NAGALRO practice guidance;
 - all relevant statutory and regulatory obligations.
- The Company maintains professional indemnity and public liability insurance covering the Practitioner and all work undertaken on behalf of the Company.



3. Scope of Services

The Company provides professional social work services, including:

3.1 Assessment Services

- Safeguarding and child protection assessments
- Risk assessments (e.g., domestic abuse, physical/sexual abuse, neglect, substance misuse, harmful behaviours)
- Parenting capacity assessments
- Viability assessments
- Special Guardianship Order (SGO) assessments
- Adoption and fostering assessments (Form F, Form C, PARs)
- Sibling and “together-apart” assessments
- Assessments involving parents with learning disabilities, cognitive impairment or mental health needs
- Direct work with children (life-story work, observation, wishes and feelings)

3.2 Expert Witness Services

- Independent expert reports in public and private law proceedings
- Addendum reports and clarifications
- Attendance at court to give oral evidence
- Compliance with duties of independence under the Family Procedure Rules

3.3 Consultancy Services

- Case consultation and professional safeguarding advice
- Multi-agency meetings
- Guidance for solicitors, guardians, agencies and family members

4. Delivery of Services

Services may be delivered:

- in person
- via secure online video
- by telephone
- through written or electronic communication

Delivery may involve:

- interviews with adults and children
- home visits and observations (subject to Section 12)
- review of documentation
- contact with relevant professionals
- analysis and evaluation
- preparation of reports and expert evidence

All work is undertaken by the Practitioner on behalf of the Company.

5. Informed Consent

- The Practitioner will explain the purpose and scope of the assessment or service before commencing.
- Consent will be obtained for interviews, direct work with children and information sharing.
- Consent may be withdrawn at any time unless safeguarding or legal duties require continuation.
- Where children are involved, their welfare is the paramount consideration.



6. Confidentiality

The Company and Practitioner maintain confidentiality in accordance with professional standards and legal requirements. Confidentiality may be overridden where:

- a child or vulnerable adult is at risk of significant harm;
- there is risk of serious harm to self or others;
- a crime has been or may be committed;
- disclosure is required by law or court order.

Where practicable, Clients will be informed before disclosure.

7. Safeguarding & Child Protection

Safeguarding is central to the work of the Company.

The Practitioner has a statutory and professional duty to:

- identify, report and act on concerns relating to the safety or welfare of children or vulnerable adults;
- share relevant information with safeguarding agencies without consent where necessary;
- act in accordance with safeguarding legislation and professional standards.

Professional safeguarding judgement may override Client preferences or instructions.

8. Communication

- Communication should be via email or telephone.
- The Company does **not** provide emergency or crisis services.
- Responses will be provided within a reasonable timeframe, subject to workload and availability.
- The Practitioner does not use social media or informal messaging platforms for professional communication.

9. Fees, Payment & Cancellation

All matters relating to fees, deposits, invoicing, cancellations, travel costs and payment terms are set out in the **Fees, Payment & Cancellation Policy**, which forms part of these Terms and is provided separately.

10. Record Keeping, Data Protection & Retention of Records

The Company is registered with the Information Commissioner's Office (ICO) and processes personal data in accordance with UK GDPR and the Data Protection Act 2018. Records are stored securely using appropriate organisational and technical safeguards.

10.1 What Records Are Kept

The Company retains a full case file, which may include:

- preparatory notes and working records
 - interview notes and observations
 - correspondence and telephone records
 - documents supplied by Clients or third parties
 - professional analysis
 - draft and final reports
 - safeguarding information or disclosures
- Collectively, these form the "Record".



10.2 Retention Period (Child Protection Work Only)

As all services relate to children or safeguarding, Records will be retained for the longer of:

a) six (6) years from the date the child reaches the age of 18 (i.e., until the child's 24th birthday);
or

b) six (6) years from the conclusion of the work,
whichever results in the longer retention period.

Where litigation, investigation, complaint or regulatory review is anticipated or ongoing, Records may be retained longer as necessary.

10.3 Access to Records

Clients may request access to their personal data. Access may be restricted where disclosure:

- may place a child or vulnerable adult at risk;
- may breach third-party confidentiality;
- is restricted by law or court order;
- would interfere with safeguarding processes.

10.4 Professional Executor (Death or Incapacity)

If the Practitioner dies or becomes incapacitated, the Company will appoint a suitably qualified professional ("Data and Records Executor") to:

- retain the Records securely for the remainder of the retention period;
- respond to lawful data requests;
- ensure confidentiality;
- arrange secure destruction when appropriate.

Clients consent to Records being transferred to such an Executor for these purposes only.

10.5 Destruction of Records

Records will be securely destroyed at the end of the retention period in accordance with legal and professional standards.

10.6 Privacy Policy

Further details about how the Company collects, uses, stores and shares personal data, including the lawful bases for processing and Clients' data protection rights, are set out in the Company's Privacy Policy. This Policy forms part of the Company's documentation and is provided to Clients alongside these Terms or made available on request.

11. Reports, Evidence & Professional Opinions

- Reports represent the Practitioner's independent professional judgment.
- The Company cannot guarantee outcomes in legal or safeguarding processes.
- Reports may only be used for the purpose for which they were commissioned unless the Company gives written consent.
- Draft reports may be shared only where required by the Court or agreed in advance.



12. Home Visit Safety

For home visits:

1. A risk assessment may be undertaken before attending.
2. The environment must be safe and appropriate.
3. Pets must be secured; smoking must cease before arrival.
4. The Practitioner may decline, suspend or terminate the visit if:
 - conditions are unsafe
 - aggression, hostility or intoxication is present
 - the environment prevents professional work

Alternative arrangements may be offered where safety cannot be guaranteed.

13. Non-Cooperation, Hostility & Interference with the Assessment

The Company may pause or terminate work where:

- a participant refuses to engage;
- key information is withheld;
- attempts are made to influence, coach or interfere with the assessment;
- hostile, aggressive or intimidating behaviour occurs;
- conditions prevent safe or ethical practice;
- ongoing work becomes impractical or professionally inappropriate.

Such behaviour may be reflected in the assessment's conclusions.

14. Ending or Pausing the Work

Either party may end an instruction with reasonable notice.

The Company may pause or terminate work where:

- Clients fail to engage;
- information is withheld;
- fees are unpaid;
- risks or hostility arise;
- continuation would breach professional or legal duties;
- safeguarding considerations require it.

Documentation may be transferred to relevant agencies or new professionals where legally appropriate.

15. Complaints

Clients should raise concerns with the Company in the first instance.

If unresolved, concerns regarding the Practitioner may be raised with:

- **Social Work England** (regulatory matters)
- **BASW** (ethical guidance)

16. Liability

- The Company maintains professional indemnity and public liability insurance.
- Liability is limited to the extent permitted by law.
- No guarantee is made regarding decisions of courts, local authorities or other agencies.

17. Governing Law

These Terms are governed by the laws of **England and Wales**.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales unless otherwise required by law.



18. Acceptance of Terms

By instructing the Company, commissioning services, or participating in the assessment, the Client confirms that they have read, understood and agree to these Terms of Engagement.

Client Acknowledgement and Agreement

I/We confirm that:

- I/We have read and understood the **Terms of Engagement** issued by **Insight Assessment Services Limited**.
- I/We agree to be bound by these Terms.
- I/We have received and agree to the **Company's Fee Policy**
- I/We have received or been given access to the **Company's Privacy Policy**.
- I/We understand that work will not commence until this acknowledgement is signed and returned to the Company.
- Where I/We are instructing on behalf of another person, organisation or minor, I/We confirm that I/We have the authority to do so.

Name of Client / Instructing Party:

Organisation (if applicable):

Position / Role (if applicable):

Address:

Email:

Telephone:

Signature:

Date: