



DR. ANGELA WRIGHT BSc.(HONS.), D.CLIN.PSY., C.PSYCHOL.

CHARTERED PSYCHOLOGIST - CLINICAL PSYCHOLOGIST

Terms and Conditions for Expert Witness Work

With effect from 1st October 2010

All assessments and reports will be based on the expert knowledge of Dr. Wright (*“the Psychologist”*) and will be conducted for the benefit of the Court, rather than the individual(s) being assessed (*“the Individual”*) or those instructing the assessment (*“the Instructing Party”*, usually a Solicitor or Local Authority Legal Department).

The *Psychologist* will only base her expert opinion on information provided by the *Instructing Party*, the Court and the *Individual*. The *Psychologist* will not be liable for information not received or misrepresented.

Instruction

Instructions can be made in writing or email, and must be accompanied by copies of relevant medical records, and relevant documents and reports by other experts. Instructions must clearly state the reason for the assessments, the questions that are needed to be addressed and the time-scale in which the opinion needs to be received by the *Instructing Party*.

After receipt of instructions, the *Psychologist* will send the *Instructing Party* a copy of these terms and conditions and an estimate of fees likely to be incurred. It is the *Instructing Party*'s responsibility to confirm with the *Psychologist* that these terms are agreeable.

Upon receipt of this confirmation, a contract will be assumed to have been agreed between the *Psychologist* and the *Instructing Party*. The *Psychologist* will then arrange an appointment with the *Individual* to undertake the assessment with the *Individual*; the *Instructing Party* will be informed of this.

Medical and other records as appropriate (e.g. school records, Social Services records) should be requested by the *Instructing Party*. It is of significant benefit that such records as early as possible. This speeds up considerably the preparation of a definitive report.

If records arrive after the report has been prepared, the *Psychologist* is willing to supply additional relevant information in a supplementary letter. This will be without any charge unless such information requires revision of her opinion, in which case supplementary fees will be charged, at the usual hourly rate.

Fees for assessments, reports, correspondence and joint statements

Fees are based on the time taken to assess the *Individual*, to form an expert opinion and present that in written or oral form, rather than the opinion itself.

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Upon engagement, the *Instructing Party* will be liable for all fees. Fees will be agreed by the *Instructing Party* and the *Psychologist* prior to the assessment being carried out. Once the assessment has been confirmed, it will be assumed a contract has been agreed between the *Psychologist* and the *Instructing Party*.

No charge is made for initial telephone discussions concerning potential instructions.

A standard hourly rate of **£100 per hour** is charged for all subsequent work relating to the production of reports, including related correspondence, preparatory reading, relevant annotation of medical and other records, interview and testing with the *Individual* and/or any third parties, subsequent preparation and writing of the report, plus any subsequent amendments and supplementary reports as requested if they involve additional disclosed material.

It is not possible to give estimates for the costs of a report without first seeing the instructions and the size of the files involved. As a guide however, assessments are likely to involve a meeting with the *Individual* for a number of hours (either as a single session or over multiple sessions), in addition to work involved in the production of the report. Generally speaking, the writing of the report takes 2 to 3 times the length of the assessment interview.

If there is a **limit or ceiling of costs** this must be **clearly specified in writing and agreed** with the *Psychologist* before any work is undertaken.

If, during the course of interview with the *Individual*, or perusal of documents, it appears that the report will take longer to prepare than the previously agreed ceiling will allow then the *Psychologist* will discuss this with the *Instructing Party* before proceeding.

In the case of joint statements, the time spent in discussion with the other expert(s) is charged at the same rate as reports.

The *Psychologist* is prepared to amend the report where reasonable and necessary. There is no extra charge for this provided these amendments do not contradict the facts given to her by the *Individual*. More significant revision of the report or a further consultation with the *Individual* or relevant third-parties (such as school) will attract a supplementary fee, at the full standard hourly rate.

Fees for attendance at Court (or other meetings as relevant)

£450 is charged for half-day attendance at Court, and £800 for a full-day. Attendance at other meetings is charged at the standard hourly rate.

Travel expenses and accommodation will be charged in addition, if necessary. Travel time will be charged at 50% of this rate. Any expenses incurred in order to attend the court, such as hotel accommodation, will also be charged to the *Instructing Party*.

Once the *Psychologist* has confirmed availability for Court dates in writing, it will be assumed that the fees charged will be incurred by the *Instructing Party*.

Cancellation fees

Should the *Individual* fail to attend their appointment, the *Instructing Party* will be charged for the time allowed for that assessment, at the standard hourly rate; in most cases this will be an hour and a half.

Cancellations prior to 48 hours of the appointment date will not be charged.

If the Court dates are cancelled or the *Psychologist* is no longer required, the fees will still be charged, minus the travel time, unless the *Psychologist* is notified prior to 48 hours before the scheduled dates, in which case no fees will be charged.

Payment Terms

An invoice of the fees applicable will be provided to the *Instructing Party* upon completion of the report; it is their responsibility to pay these fees within 60-days of the invoice.

The *Psychologist* reserves the right to exercise statutory rights to claim interest and compensation for debt recovery costs under the late payment legislation if payment is not received according to these terms.

Data Protection and Privacy

The *Psychologist* shall take reasonable steps to protect the information collected and use such information only for the purpose for which it was provided.

For the purpose stated in Clause above, the information may be stored and processed. We declare that in accordance with clause 16, all such information will be treated confidentially. On request by the *Individual*, by a Court of law or any other body entitled thereto by law, we will supply information on your stored data and correct, delete or prevent the further use of the data held.

The parties to this Agreement undertake to one another, where applicable:

- to comply at all times with the Data Protection Acts;
- to obtain and/or maintain all necessary registrations and/or notifications required by the Data Protection Acts; and
- not to do or permit anything to be done which may cause the other to be in breach of the Data Protection Acts including, without limitation, the improper collection, use, disclosure or loss of data held on any computer or other equipment or held by way of manual or other non-computerised systems and any kind of improper use, disclosure or abuse of computer passwords.

The *Psychologist* is committed to protecting privacy but cannot guarantee the security of information disclosed by other parties online since the internet is not a secure medium, and you must assume the entire risk for using the internet. Please therefore be careful and responsible when maintaining the secrecy of any password and/or account information online.

Confidentiality

Subject to the clauses below, the parties agree to keep confidential any and all information concerning each other whether disclosed in writing, verbally or in relation to the matters provided for in these Conditions.

The parties further agree in particular not to disclose all or any part of that Information to any third party (except the *Psychologist* or as may be required by mandatory rule of law or order of Court of competent jurisdiction or as required for performance of their obligations under these Conditions).

In the event that the *Psychologist* considers that there is a threat to the *Individual's* or a third party's safety during the provision of the service, the *Psychologist* reserves the right to contact their GP and/or disclose such Information to relevant third parties as she deems necessary in order to protect the *Individual's* or a third party's safety.

For the purposes of this section, the parties each agree that the Information shall not include:

- information which is or becomes available in the public domain (on the Web site or otherwise);
- information which the recipient can establish was at its free disposal prior to its receipt under or in connection with this Agreement; or
- information at any time received from the recipient from third party not apparently bound (after enquiry) by any obligation of confidence.
- English Law shall apply to the construction interpretation and implementation of this Agreement.

Variation

The *Psychologist* may revise these terms and conditions from time-to-time without any prior notification.