CAIRN PSYCHOLOGY PRACTICE

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Expert Witness & Forensic Psychology Services

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TERMS OF BUSINESS & SERVICE LEVEL AGREEMENT

Forensic Psychology Expert Witness Services (SLAB & Private Frameworks)

> **IMPORTANT CONTRACTUAL NOTICE:**
> Cairn Psychology Practice operates strictly as an adult outpatient service. By executing this agreement, you formally warrant that the examinee/client is aged 18 years or over (or specific prior authorization has been secured for specialized forensic review). This contract, all clinical/forensic services rendered, any specialized training modules, and any subsequent disputes are governed exclusively by Scots law and are subject to the exclusive jurisdiction of the Scottish courts.

By instructing this private practice for a forensic psychology assessment or expert witness service, the instructing party/solicitor agrees unreservedly to the following operational parameters, service level commitments, and terms of business:

1. Scope of Services & Expert Translation Framework

1.1 Dr Steptoe provides professional forensic expert witness translations, forensic psychological assessments, and case-file analysis. Services are delivered across a hybrid infrastructure, combining secure remote/online video platforms with face-to-face clinic appointments where clinically indicated, mutually agreed, or directed by the court.

1.2 The Expert Translation Model: The instructing party explicitly acknowledges that for forensic and expert witness services, Dr Steptoe operates as an expert translator and interpreter of complex, multi-disciplinary neurodevelopmental profiles (including Autism, ADHD, and intellectual disabilities) and traumatic brain injuries (TBI) for the judiciary, rather than providing a primary NHS-equivalent clinical diagnostic pathway.

1.3 Standard Framework: The clinical framework for interactive sessions consists of a standard 'therapeutic or assessment hour'. This comprises up to 50 minutes of direct face-to-face or remote contact, with the remaining 10 minutes allocated to contemporaneous clinical record-keeping, administrative logging, and immediate forensic formulation.

2. Instruction, Engagement Framework & SLAB Compliance

2.1 The Contract of Instruction: No clinical assessment, bundle review, community/prison visits, or case work will commence until a signed, dated copy of these Terms of Business is executed and returned by the instructing party or solicitor.

2.2 Legal Aid (SLAB) Prior Sanction: Except where 'Special Urgency' is explicitly invoked under SLAB guidelines (see Section 2.4), assessment work for legal aid cases will not commence until the instructing solicitor provides written confirmation that SLAB Prior Approval has been successfully granted covering the mandated hourly rate and the total projected hours.

2.3 Budget Tracking & Expenditure Caps: In strict accordance with SLAB Expenditure Limit Guidelines, all approved legal aid funding allocations represent maximum caps, not flat fees. If complex documentation, unforeseen client variables, or extensive files indicate that the approved budget will be exceeded, the instructing solicitor must apply for and secure an incremental cost-limit increase before the final report is completed or dispatched.

2.4 Special Urgency Cover & Solicitor Liability: Where instructions are issued under SLAB's 'Special Urgency' provisions, the instructing solicitor **must provide the generated SLAB Case Reference Number or a copy of the submitted online notification screen *prior* to the commencement of any case work. The instructing solicitor explicitly acknowledges that SLAB does not routinely grant retrospective approval. If the solicitor instructs work under Special Urgency cover and SLAB subsequently refuses retrospective sanction, restricts the approved hours, or rejects the funding application in whole or in part, the instructing solicitor/law firm retains absolute personal liability for the full value of the work completed by the expert at the rates specified in Section 4.1.**

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3. Turnaround Times & Report Delivery (SLA)

3.1 Core Timeline Gateways: All report turnaround targets are explicitly conditional upon two prerequisites: (i) receipt of full instruction documentation and clear Crown disclosure, and (ii) completion of the clinical/forensic examination.

- Urgent / Custody Instructions: For clients held in custody or cases with imminent trial diets, expedited reports will be completed and dispatched within 48 to 72 hours from the completion of the clinical interview, subject to diary availability and timeous provision of full Crown disclosure.
- Standard Instructions: Standard assessments for individuals at liberty are typically completed and dispatched within 14 to 21 business days from the completion of the examination and receipt of full files.
- Interim Feedback: Upon explicit request, brief verbal or written interim findings can be provided to counsel within 24 hours of the client examination to assist with imminent court callings or pleading diets.

4. Financial Structure, Rates & Billing Matrix

4.1 Fee Structure: All fees are billed in strict alignment with professional forensic psychology standards and SLAB parameters where applicable. Invoices are fully itemised by date and activity type.

Service Category / Activity	Rate / Fee Structure
Standard Professional Hourly Rate *(Applies to case triage, bundle reviews via WriteUp, NovoPsych analysis, drafting, and preparation)*	**£130.00 per hour** *(+ VAT if applicable)*
Full-Day Court Attendance / Standby *(Up to 7 hours of oral testimony or standby availability)*	**£910.00 per day** *(or standard SLAB criminal rates)*
Half-Day Court Attendance / Standby *(Up to 3.5 hours of oral testimony or standby availability)*	**£455.00 per half-day** *(or standard SLAB criminal rates)*
Professional Travel Time *(Isolated entirely from active clinical/forensic assessment work)*	**50% of professional rate** *(£65.00 per hour)*
Approved Outlays & Mileage *(Car mileage; public transit restricted to standard class rail; overnight accommodation subject to SLAB limits)*	**45p per mile** *(Public transport/lodging at cost with receipts)*

4.2 Administrative Exclusions: In strict compliance with professional legal aid guidelines, no separate fees or markups will be applied for typing, administrative handling, postage, or routine secretarial overheads.

4.3 Primary Liability Clause: *While the practice aligns its fee structures with SLAB guidelines as a convenience to the defence agent, the contract of instruction exists solely between Cairn Psychology Practice and the instructing solicitor/law firm. Ultimate liability for the payment of all invoiced fees, travel outlays, and late cancellation penalties rests privately and personally with the instructing firm. Payment is not contingent upon the solicitor receiving funds from SLAB, nor is it conditional upon the outcome of the trial.*

5. Digital Practice Infrastructure & Data Security

5.1 ‘WriteUp’ Platform: Utilised as the secure, central electronic health record (EHR) and practice management system for scheduling, clinical note preservation, secure communication logs, and compliant ledger invoicing across all forensic cases.

5.2 ‘NovoPsych’ Platform: Utilised as an automated psychometric assessment platform for the secure, digital distribution, completion, and data analysis of gold-standard clinical and forensic questionnaires.

6. Hybrid Delivery Formats & Intellectual Property

6.1 Hybrid Assessments: Face-to-face clinical interviews require the instructing party or facility to provide a secure, quiet, and aurally private room. For secure remote video appointments, the instructing solicitor must ensure the examinee has access to a completely private, confidential space free from external visual or auditory distractions or unauthorized third parties.

7. Postponement, Cancellation & Attendance Policies

7.1 Client Non-Attendance (DNA): A fixed penalty fee of £250.00 will be invoiced to the instructing party if an individual fails to attend a scheduled face-to-face or online clinical evaluation without providing at least 48 hours' prior written notification.

7.2 Late Court Cancellation / Vacated Diets: A 100% professional fee applies to all scheduled court attendances, standbys, or oral testimonies if the appearance is cancelled, vacated, or deferred by the court or the instructing legal team with less than 7 working days' notice.

7.3 Account Arrears and Service Suspension: If any undisputed invoice balance, legal aid adjustment, or late fee remains outstanding beyond agreed terms, the practice applies an immediate account freeze. All future scheduled sessions, active report drafting, or services will be automatically suspended, and no further documents will be permitted to dispatch until the account balance is cleared in full.

8. Court Attendance & Expert Witness Testimony

8.1 Expert Witness Citation: If required to speak to a completed psychological report as an expert witness in a Sheriff Court or the High Court of Justiciary, professional notice must be provided to the practice at the earliest opportunity. Court attendance is billed separately from report preparation as detailed in Section 4.1

8.2 Extended Court Expenditure Approvals: Instructing solicitors are solely responsible for submitting timely incremental or additional SLAB/private approval requests for unusually extended court diets if projected oral testimony or standby availability costs exceed standard caps or the initial baseline sanction.

SIGNATURE & CONTRACTUAL ACCEPTANCE

By signing below, the instructing party/solicitor confirms they possess the requisite professional authority and unreservedly accept the rates, terms, operational boundaries, SLAs, and payment frameworks detailed within this formal agreement.

Signature of Instructing Solicitor: _____ Date: _____

Printed Name of Solicitor: _____

Name of Instructing Firm / Agency: _____