



ADVANCED ASSESSMENTS LTD

Expert Witnesses & Psychologists

Dr Bernard Horsford, D Occ Psych, PhD, MBA, MSc, LLB, BA, DipAd Ed, Dip M, MAPM, MAE, FCIPD, C Psychol, MIoD, FIBC, AFBPsS
Chief Executive

Our ref: BIH/1964/Crime/2018

Your ref:

Date as email/download

Dear Colleague

Request for a Psychological Assessment Report for Criminal Proceedings

Thank you for your enquiry. Please find attached a copy of my CV and a summary of the type of expert witness medico-legal reports we provide for criminal cases.

If you require the services of a psychiatrist, psychologist or medical practitioner with different expertise to mine, please advise of the same by return. Once I have sight of the information requested I would allocate your case to the most suitable psychologist, psychiatrist or general medical practitioner in our practice to take your case forward.

How to book your free initial advisory call

To arrange an initial free telephone advisory call to discuss your client's needs, please email my customer care team on wecare@advancedassessments.co.uk with your name, phone number and the best time to call you back in the subject header. Alternatively, you may contact us on 0208 2000078.

Free initial advisory calls are only available to solicitors, barristers or other qualified legal professionals. There is a fee of £75 for the initial advisory call if a lawyer does not represent you. You can pay the fee for the initial advisory call by PayPal. If you wish to pay by PayPal, please advise us of this by return, and we will arrange for Sankofa Financial Services Ltd (who handle our credit card transactions) to send you a credit card invoice. Alternatively, you can pay the initial advisory call fee by bank transfer to:

Advanced Assessments Ltd
Account number: 14120135
Sort Code: 52-10-33
Bank: NatWest

Please include your name as the reference.



180 Piccadilly London W1J 9HF T: 020 2000078 F: 0208 2000334 W: www.advancedassessments.co.uk
Registered Office: Africa House 21 Shorwell Road Nottingham NG3 7HG Registered in England Number 3743892

A member of the Strategic Enterprise Group Ltd

How much will the expert witness medico-legal report cost?

Before the date of the initial advisory call, to advise on costs and prepare an estimate I need the following information:

To advise on costs, we need as much the following information as you can supply:

1. Copies of all of the relevant NHS and private medical notes;
2. The CPS Case file;
3. Copies of educational records, including educational psychologist's assessments,) if applicable
4. Reports of the Crown's experts;;
5. The Crown's Opening note, if one has been prepared;
6. Defence Counsel's advice on expert evidence;
7. The Defence statement;
8. Copies of any Offender Assessment System Assessment (OASys assessment);
9. Parole reports, if these exist;
10. Probation reports;
11. PNC extracts;
12. All prison medical records;
13. The deadline for or report;
14. Details of what your client's first language is and whether an interpreter will be necessary;
15. In indication of your client's current mental state;
16. A draft letter of instruction;
17. If your client is currently incarcerated the location of the prison;
18. Any reports held by Adult Social Services or Children's services; and
19. Witness statements, and proofs of evidence.

Could you please send us this information electronically by email (or by a link to a file such as Dropbox with a further paper copy by post). We need to see all documents, which would assist or harm your case. Please do not send original documents at this stage. We regret that without seeing this information, we are unable to provide an estimate for the medico-legal report.

I can advise that the current hourly rate for our psychologists is a minimum of £200 per hour plus VAT. Your bill would need to be paid before the release of the report.

Our fee structure for expert witness reports is organised into five levels linked to how you intend to use the report and the complexity of issues we must consider in discharging our duty to the court. The five levels of reporting we offer are:

- (1) **Preliminary Expert witness reports:** these assessments are designed for clients who are considering whether to use expert evidence in proceedings but are not sure whether there is sufficient medical evidence to defend or bring a claim. The minimum amount of time we devote to these triage reports is 7.5 hours. This equates to a fee of £1,500 plus VAT. If you proceed to a report at Level 1 or above the cost of the preliminary expert witness report will be credited to the overall fee, thus reducing the costs.
- (2) **Level 1 Expert witness reports:** The minimum amount of time that is required to produce a report that is suitable for use in legal proceedings is 25 hours. Reports drafted in less than 25



hours are likely to be a false economy — they do not meet the rigorous minimum standards required of a competent expert witness psychologist. We operate on the reputation of rigorous analysis and high-quality work. Our overriding duty is to the court, and we have found through experience and analysing the reports of other experts that it is not possible to produce a quality expert psychologist report in less than 25 hours. We normally work much longer than the number of hours given in our cost estimates without additional charge to produce robust reports that result in early settlement of claims, thus reducing the overall cost of litigation.

- (3) **Level 2 Expert witness reports:** more comprehensive coverage is often required. Where this is the case, it might take 27 to 50 hours to properly answer the questions that need to be addressed by the court.
- (4) **Level 3 Expert witness reports:** more complex cases such as those involving neuropsychological assessment are likely to take between 51 to 72 hours to complete proficiently.
- (5) **Level 4 Expert witness reports:** assessments of more than one individual or assessments of very complex cases such as murder or substantial frauds are likely to take more than 72 hours to skilfully complete.

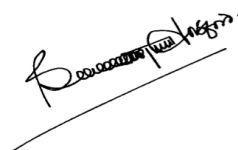
Cases with fewer documents for assessment are not always less complex. The amount of time required will ultimately depend on the quality of the evidence, the complexity of the instructions and factors which relate to the individual who is to be assessed. Thus, it is impossible to advise on the costs of the assessment without seeing all the evidence.

If your client is currently in receipt of legal aid, we are only able to carry out an assessment at the legal aid rate if you can provide proof of public funding in the form of a document bearing the current Legal Aid Agency reference number or unique funds number (UFN).

Thank you again for your enquiry, we look forward to working with you.

Kind regards

Yours faithfully



Dr Bernard Horsford
Consultant Chartered Psychologist and Neuropsychologist
Chief Executive
Advanced Assessments Limited

Enclosures:

- 1. Dr Horsford's CV
- 2. Criminal Law Information Pack
- 3. Terms of Business



Advanced Assessments Ltd

Expert witnesses and Psychologists

A Member of the Strategic Enterprise Group

180 Piccadilly, London, W1J 9HP T: 0845 130 5717

Expert Witness Services **Services for Criminal Law Professionals**

Advanced Assessments Limited

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Who we are and what we do

We deliver a range of expert witness services for legal professionals. Expert witness services are provided by us in conjunction with a number of leading specialists. We draw on professionals from a wide range of disciplines, including the areas of psychology, psychiatry and general medicine. Our experts are rigorously vetted and assessed.

We work across all areas of criminal law including offences against the person, violent crime, sexual offences, fraud and deception and offences relating to drugs, public order offences, falsification, forgery, counterfeiting, theft, handling stolen goods, non-fatal offences against the person, homicide and related offences.

Our high quality services are specifically designed to meet the needs of publically-funded clients.

To find out how we can help, please call Dr Bernard Horsford or Mr Ali Khan on 0845 130 5712 or e-mail me at experts@advancedassessments.co.uk

Forensic Assessments

We have a wealth of experience in working in the areas of forensic psychology and forensic medicine. We produce timely psychological assessment reports within five days of seeing your client. We are often able to arrange an assessment on the same day that we receive formal confirmation of funding.

We have extensive knowledge of psychological factors in criminal behaviour and produce robust medico-legal reports.

Our multi-cultural, multi-disciplinary team of expert witnesses provides reports on a number of areas including:

- Risk assessments
- Pre-sentencing reports
- Recommendations for parole
- Suitability for progression or release
- Neuropsychological assessment
- Fraud
- Criminal responsibility
- Suggestibility
- Personality profiling
- Fitness to stand trial
- Fitness to plead
- Ability to consent

As far as forensic accounting is concerned, we are able to deal with the most complex money laundering and fraud cases. Experienced chartered accountants carefully examine the evidence and present accessible reports for the court. Particular areas of expertise are:

- Theft
- Misappropriation
- False accounting
- Asset tracing
- Income tracking
- Proceeds of crime confiscation orders
- Fraud
- Credit card fraud
- Tax/subsidy fraud
- Customs and Excise/VAT fraud
- Benefits fraud

Assessment of Criminal Responsibility

We provide invaluable information to courts in criminal proceedings. Our expert witness psychologists, psychiatrists and medical practitioners have extensive experience in preparing expert reports for courts — both for the prosecution and defence. Whether it is an assessment of a client's competence to stand trial or an evaluation of underlying psychological disorders, our psychologists are able to communicate their findings in a manner accessible to the court and jury. We stand above other expert witness practices in that our Managing Director is both medically and legally trained.

We can offer a wide range of assessments both prior to and post conviction including:

- False confessions and assessment of suggestibility in police interviews
- Fitness to plead (including intellectual ability)
- Suggestibility
- Management of sexual offenders in the community
- Advice on the detection and management of psychiatric disorders by the police and prison services
- Criminal responsibility and compliance in people with learning disability
- The need for an appropriate adult
- Defences of automatism
- Determining whether the offender had the intellectual ability to understand the nature and quality of their act
- Determining whether the victim had the intellectual capacity to consent (particularly in rape and fraud cases)
- Strength of eye witness testimony
- Assessment and diagnosis of psychopathy
- Levels of depression, anxiety, social integration and skills, trauma, past events and other underlying psychopathology and psychological distress
- The tendency to be influenced by others and level of vulnerability
- IQ, fitness to plead, capacity to understand proceedings, capacity to predict consequences, need for involvement of appropriate adult
- Neuropsychological assessments
- False memory syndrome
- Witness reliability
- Analysis of ABE interviews

Assessments for Sentencing

Judges rely on our reports for sentencing. We are able to ensure that all the relevant facts are before the court when considering the best method of disposal of the case.

Psychological assessments in these cases often address issues of:

- Offender risk assessment, including sexual offenders and violent offences
- Capacity for change
- Risk assessments of the likelihood of further offending
- The effect of custodial sentence on vulnerable personalities, with particular reference to suicide risks and physical health
- Effects on the offending behaviour: what is normal behaviour?
- Assessment of trauma victims
- Assessment of past psychological trauma on the offender
- Assessment of the individual's capacity to change behaviour
- Reviews of other psychological or medical reports
- Personality assessments
- Pre-sentencing reports
- Assessing the suitability of offender treatment programmes
- Selecting sex offender and violent offender treatment programmes

Risk Assessments

We carry out offender risk assessments; they are typically based on a review of a number of sources of information including:

- (a) A detailed clinical interview
- (b) Psychometric testing
- (c) An interview with the prison officers and family members
- (d) A review of the pre-sentence report
- (e) A review of medical records
- (f) A review of the indictment

Personality assessment

Personality is assessed for psychopathology (e.g. depression, anxiety, and aggression). A comprehensive assessment of psychopathology is carried out and the assessment includes the respondent's approach to the test, including faking good or bad, exaggeration, or defensiveness. There are clinical scales that correspond to psychiatric diagnostic categories, and treatment consideration scales that assess factors that may relate to the treatment of clinical disorders or other risk factors, but which are not captured in psychiatric diagnoses (e.g. suicidal thoughts). Finally, the assessment includes interpersonal scales, which provide indicators of interpersonal dimensions of personality functioning.

Intellectual assessment

Clients also complete an assessment of their cognitive skills. The results are used to assess whether there is any intellectual or cognitive impairments.

Assessment of current thinking style

Assessment of the current thinking style determines whether the individual has come to terms with the seriousness of the offences. This information is gained in part from the clinical interview.

An assessment of engagement in high risk and reckless behaviour is undertaken by using the STATIC-99 test designed to estimate the probability of reoffending. Other assessment techniques may also be used to identify additional important risk factors.

The psychometric test is used to predict whether the defendant is likely to respond to, or reject, treatment.

Clinical Assessments

An assessment is most commonly carried out for clinical and therapeutic purposes to establish a diagnosis and identify the individual's problems.

Our assessments cover the whole spectrum of adult psychopathology, developmental disorders, anxiety, affective disorders (depression) and organic mental disorders. Disorders, including pervasive developmental disorders (PDD) such as autistic spectrum disorders, attention and arousal problems, are comprehensively assessed.

We have specialists in neuropsychological assessments of neurological and neuropsychiatric disorders, such as epilepsy, head injury, strokes (CVA), memory problems and brain tumours. Our psychological diagnostic assessments include neuropsychological assessments of psychiatric, neuropsychiatric, neurological and neuropsychological problems. Our neuropsychologists use a specialised set of psychometric tools to assess functioning following acquired brain injury; these typically assess memory, personality and intellectual functions. These issues are often key in criminal cases.

We also assess psychosomatic problems such as psychological problems associated with physical illnesses, including high blood pressure and the impact this can have on criminal responsibility and fitness to plead.

We carry out assessments and interventions with people who have more severe and enduring mental health problems, including psychosis, personality and interpersonal difficulties, depression, anxiety, chronic fatigue syndrome and substance misuse. A number of our cases focus on violence, sexual violence, risk assessment, personality disorders and sexual deviations.

Psychiatric Assessments

Our psychiatric assessments are carried out by very experienced psychiatrists. They are often used in making a diagnosis and recommending ongoing support. Our psychiatric assessments are often requested in criminal cases.

The assessment includes social and biographical information, direct observations and data from specific psychological tests. It is typically carried out by a psychiatrist. It is often required in cases where insanity is pleaded by the defendant. However, it can also arise in cases where the court is concerned about the mental health of the defendant and where the court contemplates a Hospital Order or Mental Health Act issues arise.

MEDICOLEGAL REPORTS

Client Engagement Agreement: v16

Terms of Business

Normally you will receive a populated individual contract. Where an individual contract is not produced or returned the following terms will apply

Advanced Assessments Ltd



The
British
Psychological
Society

Chartered Psychologists

This Agreement is made on the date agreed by the email of acceptance

BETWEEN

- (1) Advanced Assessments Limited incorporated in England under number 3743892 and whose registered office is at Africa House, 21 Shorwell Road, Nottingham, NG3 7HG (“The Expert”).
and
- (2) The organisation or individual purchasing the service as confirmed by exchange of letter or email (“The Client”).

IT IS HEREBY AGREED THAT

Definitions

- 1.1 Agreed Sum means the sum set out in the Specification being the hourly rate that the Client agrees to pay to Advanced Assessments Limited for providing Services.
- 1.2 Specification means the details of the services required by the Client as notified by the Expert to the Supplier from time to time in accordance with the Specification sheet in the form set out in the Schedule to this Agreement.
- 1.3 Personnel means the Supplier, Advanced Assessment’s Limited employees, subcontractors, experts and substitutes as appropriate.
- 1.4 Services mean those services details of which are set out in the Specification and, as the case may be, letter of instruction.
- 1.5 IP rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks [and service marks], trade names and domain names, [rights in get-up,]. Rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

2 Agreement

- 2.1 Subject to its agreement to do so, Advanced Assessments Limited shall provide those Services detailed in the Specification to the Client.
- 2.2 Advanced Assessments Limited shall invoice the Client for the Agreed Sum in respect of Services provided by it.

- 2.3 This agreement may be transferred, subcontracted, assigned or made over to a third party by Advanced Assessments Limited or the Client provided that the prior written consent of the other party is obtained (whose agreement will not be unreasonably withheld).

3 Payment

- 3.1 Advanced Assessments shall submit invoices to the Client in respect of Services provided by it to the Client.
- 3.2 The Client shall meet Advanced Assessment's invoices in full immediately upon presentation of the invoice before the release of the report unless you have been given written confirmation that you may settle your account in full within 14 days submitting the invoice, report or, attendance, subject to the terms of this Agreement. Where the case is publicly funded or where you have been granted a credit account, invoices will be raised for the work by our sister company, Sankofa Financial Services Limited. In the event of late or non-payment of our bills, you agree that Sankofa Financial Services, Lloyds Bank Commercial Finance or Advanced Assessments will be able to sue for the value of those invoices and to claim costs at our professional rate rather than the litigant in person rate.
- 3.3 You also agree that Sankofa Financial Services or Advanced Assessments may assign any invoice to Lloyds Bank Commercial Finance. You agree to cooperate with Lloyds Bank Commercial Finance and that you will confirm any invoiced amount, invoice number and Project ID.
- 3.4 In the event of there being an error in the invoice for payment, the invoice will still be due within the time specified in this agreement or on the invoice. It is the responsibility of the client to bring any errors to the attention of Advanced Assessments Limited within two days of issue of the invoice.
- 3.5 In the event of late payment by the Client, Advanced Assessments Limited will be permitted to raise a late payment pursuant to the current rate in The Late Payment of Commercial Debts (Interest Act) (1998). The Bank of England base rate from the date when the interest became due. This rate will apply to any amount but, at our sole discretion, your invoice may be reduced following resolution of the dispute. In the unlikely event that there is a dispute about payment, it is in your interest to raise this dispute within the seven-day period from which you receive the service or invoice. At Advanced Assessments' sole discretion, we may determine that the amount of interest payable is from the date of the resolution of the dispute and not of the original invoice.

4 Duration and Termination

- 4.1 This Agreement shall commence on the dates confirmed in the email or letter of acceptance and shall apply in respect of Services that Advanced Assessments Limited agrees to provide to the Client in accordance with the Specification.
- 4.2 Either party shall be entitled to terminate this Agreement forthwith if:
- (a) Either party is in breach of this Agreement and fails to remedy such breach (if capable of remedy) within two weeks of receiving written notice from the other party requiring it to do so.
 - (b) The other party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or members or has a receiver or administrator appointed.
 - (c) Either party acts in fundamental breach of any of the terms of this Agreement.
- 4.3 If the Client reports its dissatisfaction, Advanced Assessments Limited will take whatever reasonable steps are necessary to remedy the situation. All complaints must be made to Advanced Assessments in writing immediately; complaints raised outside of the seven-day period of receipt of the goods, services or invoice will not be accepted.

5 Advanced Assessments' Obligations

- 5.1 Advanced Assessments Limited will ensure that the Specification includes the following detail as a minimum:
- (a) The Services which the Supplier is to provide;
 - (b) The Agreed Sum;
 - (c) The required commencement date for provision of Services;
- 5.2 Advanced Assessments Limited shall retain responsibility for its Personnel. Advanced Assessments Limited acknowledges, and shall require that the Client's acknowledges, that Advanced Assessment's personnel are professionals who will use their initiative as to the manner in which the Services are delivered and will not be subject to, or to the right of, supervision, direction or control as to the manner in which they render those Services.
- 5.3 Advanced Assessments will only offer to provide Services where Advanced Assessments is satisfied:

- (a) That its Personnel possesses the required knowledge and expertise as detailed in the Specification; and,
- (b) That it is confident that it can meet the requirements set out in the Specification.
- (c) Advanced Assessments shall, in performing the Services:
 - i. Comply with the Specification unless agreed otherwise by the terms of this Agreement;
 - ii. At the end of each month (or at the end of the work to be included in the specification of a period less than one month or if the work is completed before the end of a month) the expert shall reflect on the number of hours worked during the preceding month in the invoice.

5.4 Advanced Assessments shall:

- (a) Ensure that it has valid and adequate Public and Employer's Liability Insurance and Professional Indemnity in force throughout the duration of the Specification; and,
- (b) Ensure that its Personnel complies with any relevant legislation or regulations relating to the Specification and/or the working environment.

5.5 Advanced Assessments shall have the right to supply one or more substitutes of equivalent Expertise to work in place of the first Personnel. Advanced Assessments acknowledges that the Client has the right, under its contract with Advanced Assessments, to refuse to accept the substitute Personnel if, in the reasonable view of the Client, the substitute Personnel has insufficient qualifications or Expertise to carry out the Specification.

5.6 Where substitution occurs, the other Terms and Conditions of this Agreement and the Specification, and in particular, the Agreed Sum, will remain unchanged unless varied by the provisions of this Agreement.

5.7 If Advanced Assessments Limited cannot provide either the original Personnel or acceptable substitute Personnel, the Client is entitled to terminate the Specification and/or this Agreement forthwith.

5.8 Advanced Assessments will be solely responsible for: the payment of Statutory Sick Pay, Holiday pay or statutory maternity pay to its Personnel, and will be responsible for any PAYE, Income Tax, National Insurance contributions and other taxes and deductions payable in respect of its Personnel in respect of any Specification undertaken.

- 5.9 Advanced Assessments acknowledges its obligations under relevant statutes and statutory instruments.
- 5.10 Advanced Assessments agrees to ensure that all regulatory requirements regarding Company reporting procedures are met, and the Company is legally able to trade.
- 5.11 Advanced Assessments confirms that it will comply with all the requirements of the VAT legislation and the Companies Act 2006.
- 5.12 Nothing in this Agreement shall prevent Advanced Assessments from providing its services and/or those of its Personnel to any other person or organisation other than the Client.
- 5.13 Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of Services under the Specification.

6 Client's obligations

- 6.1 To inform the Expert when his or her fees are to be paid and whether the Client needs to obtain authority to incur the estimated costs and disbursements before confirming the Expert's instructions. In all cases to ensure that the Client has sufficient funds in the account to pay for the assessment, should payment from any third party be delayed.
- 6.2 In legally aided cases to:
 - (a) notify Advanced Assessments that a funding certificate or legal aid order has been applied for, granted or amended and to provide Advanced Assessments Limited with copies of such documents;
 - (b) apply to the Area Office of the Legal Aid Agency for prior authority to incur the Experts anticipated fees and disbursements and immediately advise the Expert should this authority be refused; and
 - (c) apply to the area office for interim payments on account to settle our invoices immediately upon presentation or within a maximum of 14 days from the date of the invoice (if you have written confirmation from Advanced Assessments Limited that a 14-day account has been granted).
- 6.3 In all cases, to ensure that the Expert's fees and disbursements are paid immediately upon presentation of the invoice or within 14 days from the date

of the invoice if Advanced Assessments has provided you with 14 days interest-free credit, whether or not the instructing party has been placed in funds. Invoices must be paid in full without deduction or set off.

- 6.4 To respond promptly to any reasonable requests from the Expert for example for:
- (a) clarification of instructions already given;
 - (b) further information or documents;
 - (c) permissions to enter expense additional to that already estimate;
 - (d) for authority to engage others in undertaking part of the assessment.
- 6.5 Not to alter or allow others to modify the text of the Expert's report in any way without the Experts permission.
- 6.6 To give prompt written warning of every meeting or hearing that the Expert is or may be required to attend and provide an immediate notification should they be cancelled. To keep the Expert informed as to the progress of the case and its outcome.
- 6.7 Not to use or allow others to use the Expert's report for any purpose other than the litigation in the matter on which the Expert's advice was sought.
- 6.8 The Client's instructions are accepted by the Expert only upon the basis that the Client gives the Expert full, timely and proper instructions, which will enable the Expert to lawfully and properly carry out the assignment, and comply with the Expert's duty to the court and that the Client will indemnify the Expert accordingly.
- 6.9 In the absence of any written agreement to the contrary, the Client, who instructs the Expert, does so as principal and shall be personally responsible for payment of the Experts fees and disbursements. The client shall be liable for whether or not the Client has been placed in funds by the person being assessed, the insurance company, Legal Aid Agency, Criminal Injuries Compensation Fund or another body. The Client shall pay the invoices in full, notwithstanding any provisions of the civil procedure rules with regard to the amount, recovery or otherwise, and whether or not the full amount has been allowed in any assessment of costs of the case, taxation or assessment will not reduce our fees by a court or other authority.
- 6.10 Fees will be charged for an on a 'time spent basis' at the Expert's hourly rate from time to time applicable, and notified in writing by the Experts to the point.

In cases where the Client has insufficient time to obtain an estimate for the work being undertaken or any extension of work that is undertaken, it is at Advanced Assessments Limited's sole discretion to determine whether the amount of time to produce the report or service was reasonable. The Experts fees will not be subject to reduction under section 15 of the Supply of Goods and Service Act 1982. In any event, it is a term of the contract, with respect to time and quality that the Expert owes its primary duty to the court and not those that instruct it.

- 6.11 Where it becomes apparent that the costs of producing the assessment are more than the original cost estimate, the Client must urgently seek to fund any additional costs. (Advanced Assessments Limited will be unable to carry out any further work until written confirmation of additional funding has been seen and agreed on.)
- 6.12 By continuing to instruct us, you will have entered into a binding agreement whether or not you have signed and returned our Terms and Conditions. For the avoidance of doubt or if, for any reason, the Client chooses to stop instructing us once we have commenced work, the client will be Client will be liable for all the work that has been carried out up to the time when Advanced Assessments Limited ceased being instructed, whether or not a final report is produced.
- 6.13 The cost of the assessment does not include our cost of attendance at any court hearing. In the unlikely event that we are required to give evidence at a court hearing, we will charge for our services at our hourly rate prevailing at the time as professional witnesses. The Expert will furnish the client with his or her dates to avoid and liaise with the client in respect of his or her fee for attendance. It is up to instructing solicitors to contact the court to agree our full fees (which will be higher for giving evidence) if such an agreement is in place, we will bill HMCTS and not the instructing solicitors. In the absence of such an agreement, we will be entitled to charge the Client at our professional rate, whether or not we are summoned to court under a witness order, irrespective of whether or not that witness order/summons is issued after this contract expires. When we summoned to court, we will be entitled to bill the party who applied for the summons for travel, preparation and attendance at our professional rates, irrespective of whether or not HMCTS fully reimburses the Client.
- 6.14 Advanced Assessments Limited may present interim invoices at such intervals as it considers fit and payment of each invoice will be due within the area specified, subject to any written waiver granted by the Expert in legal aid cases.
- 6.15 In the event of any invoice or part of an invoice remaining unpaid, Advanced Assessments Limited reserves the right not to carry out any further work for the Client until that invoice is settled in full.
- 6.16 Advanced Assessments Limited reserves the right to charge the Client the

costs and expenses (including legal expenses) of recovering late payments and to levy contractual and interest in under the Late Payments Commercial Debts (interest) Act 1998.

- 6.17 If the Client does not make payment when due, the Expert may, also, modify the payment terms so as to make all fees and disbursements payable in advance or require the Client to give such assurance, guarantee or undertaking as the Expert may reasonably require security pointers payment obligations. Until payment in full has been made by the Client, Advanced Assessments shall be entitled to retain all books, papers, reports, documents and other materials whether or not these are the property of the Client and whether or not they relate to the assessment in respect of which the Expert has been instructed.
- 6.18 In the case of a joint instruction, the lead solicitor is responsible for arranging settlement of the invoice in full.

7 Warranties

- 7.1 Advanced Assessments warrants that all and any information regarding the Suppliers and its Personnel's Expertise, experience and qualifications provided to the Client are complete, accurate and up to date.
- 7.2 Advanced Assessments warrants that it will, when utilising any of its equipment or intellectual property in carrying out the engagement, ensure that any security requirements reasonably required by the Client are complied with.
- 7.3 Advanced Assessments warrants that any intellectual property rights of whatever nature and whether registered or not, which may be created by Advanced Assessments or its Personnel in the course of performing the Specification, will be transferred to the Client. Advanced Assessments agrees to take whatever steps are necessary to transfer any such intellectual property to the Client.
- 7.4 Insofar as Advanced Assessments makes use of any of its own IP Rights in connection with the performance of this agreement, Advanced Assessments hereby grants a licence to the Client to use Advanced Assessment's IP rights insofar as the use of such rights by Client is required for the proper performance of this agreement.

8 Limitations

- 8.1 Advanced Assessments puts its personnel forward for the Client's consideration in all good faith and therefore cannot be held to be responsible for any misrepresentations or misleading information provided by the Client concerning the qualifications or experience required of its personnel for the Specification.
- 8.2 The parties agree that neither party may be held to be liable to the other in respect of:
- (a) Any loss, damage, costs, expenses or other claims for compensation arising from the Client making use of Advanced Assessment's services for any purpose not explicitly disclosed to Advanced Assessments in the Specification or from the Client allowing a third party to make use of the Services provided by Advanced Assessments;
 - (b) Any representation (unless fraudulent), or any implied warranty, condition or other term. Any duty at common law, or other than under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Advanced Assessments, their servants or Experts or otherwise) which arises out of or in connection with the performance of the Specification by Advanced Assessments or its use by the Client.
- 8.3 Should the Specification be terminated by any party other than Advanced Assessments, and, as a result of such termination, Advanced Assessments suffers loss (in any form whatsoever) Advanced Assessments expressly reserves the right to pursue the Client for that loss. Advanced Assessments shall pursue them insofar as that loss has resulted from any statement and/or act or omission of the Client or persons for whose conduct the Client is responsible.
- 8.4 Our fees are expressly excluded from assessment by the Legal Aid Agency, the Court or any other third party. The Client undertakes to pay the Expert's fees in full at the time of delivery of the report or service irrespective of whether the Client's costs have been recovered from the Legal Aid Agency, insurer or any other third party.

9 Confidentiality

- 9.1 Both parties will take all reasonable steps to ensure that any documents, other materials and data or other information which are supplied to the other party under this Agreement and are clearly marked as confidential, remain confidential to the parties. Such information will only be made available by the parties to those of their personnel who have a reasonable need to know of it and the documents or other materials and data, or other information or copies thereof will not be made available to any third parties except for professional advisers in confidence or if required by law. Either party is entitled to demand the return of all copies of any such documents, materials, data or other information within two weeks, by giving the other party written notice.
- 9.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 9.3 At the end or upon earlier termination of this Agreement, each party shall return to the other all documents or other material containing the Confidential Information, which, for the avoidance of doubt, shall include any copies of the documents or material created by Advanced Assessments or its Personnel.
- 9.4 This clause shall not apply to any documents, other materials, data or other information which are already in the public domain at the time when either party provides them. It shall cease to apply where either party is required by law to make a disclosure or if the information becomes public knowledge through no fault of the other party.
- 9.5 Both parties undertake that, any information which is received from the other party under this Agreement, will only be used for this Agreement.
- 9.6 Advanced Assessments Limited acknowledges, under the Data Protection Act 1998 and the General Data Protection Regulations that we have a statutory duty as Data Controllers to protect personal data. Our Privacy Policy, annexed to this agreement forms a binding part of the contact.
- 9.7 The Expert will not disclose to any person, firm or company any information about the Client, the Client's work or its policies and procedures without the express written consent.
- 9.8 We agree to take technical and organisational measures against the unauthorised processing of information of a confidential nature gained in the course of carrying out work for the Client.
- 9.9 The Expert will take technical and organisational measures against the accidental loss, destruction or damage of any information of a confidential nature, gained in

the course of carrying out work for the Client.

- 9.10 Advanced Assessments Limited will ensure that all records obtained from the customer in any medium, whether written, electronic and whether readable or otherwise, will remain the property of the customer and shall only be used for the purposes agreed by the customer.
- 9.11 Upon completion of the instructions, Advanced Assessments will return to the Client records or data obtained from the customer.
- 9.12 In the event of an investigation by the Legal Ombudsman or other authority, Advanced Assessments Limited will provide any information obtained during the work carried out for the Client as a matter of urgency.
- 9.13 Advanced Assessments Limited will retain a file relating to these instructions for inspection by the Legal Aid Agency or other authority.

10 General

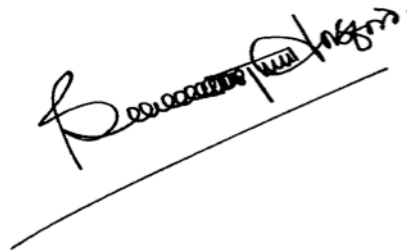
- 10.1 The relationship between the parties is one between independent businesses acting at arm's length, and nothing contained in this Agreement shall be construed as constituting or establishing any partnership, joint venture or relationship of employer and employee between the parties or their personnel.
- 10.2 In the event of the Client engaging Advanced Assessment's personnel on an additional assignment or extension of contact or introducing Advanced Assessments Limited's staff to any other party resulting in an offer of a contract with the other party, the Client shall immediately notify Advanced Assessments in writing. The Client agrees that Advanced Assessments shall be provided and fee negotiated exclusively by Advanced Assessments in advance of the commencement of any such engagement or re-engagement.
- 10.3 Where Advanced Assessments is commissioned to carry out particular interventions such as assessment of the Clients or to attend court to give evidence, Advanced Assessments will charge a 100% cancellation fee if that intervention is cancelled and rescheduled within 72 hours.
- 10.4 Advanced Assessments shall not be liable to the Client or be deemed to be in breach of the Agreement because of any delay in performing or any failure to perform any of Advanced Assessment's obligations under this Agreement, if the delay or failure was due to any cause beyond Advanced Assessments Limited's reasonable control.

- 10.5 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 10.6 The terms of this Agreement or of any Specification provided under this Agreement (other than as set out below) may only be varied where the variation is recorded and agreed in writing by both parties.
- 10.7 For the avoidance of doubt, Advanced Assessments may change the personnel carrying out the Services in accordance with the terms of this Agreement.
- 10.8 The Client shall provide reports detailing the performance of Advanced Assessments and its personnel at reasonable notice to our Head of Quality Assurance.
- 10.9 All complaints about the quality of professional service should be referred to the Expert instructed to carry out the assessment. Where the complaint remains unresolved at Stage I, it should be referred to Advanced Assessments' Chief Executive. Where the Chief Executive is unable to resolve the complaint at stage II, he or she may direct that the complaint is referred to the Expert's supervisor for independent review. Where the complaint remains unresolved by stage III, independent review by the Expert's supervisor, the reviewing supervisor may, at Advanced Assessments' sole discretion, refer the complaint to an independent mediation body on appeal. The final stage (IV) of the complaints process, therefore, rests with the Expert's supervisor unless he or she determines that the complaint is referred to a fifth (V) stage independent review body.
- 10.10 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 10.11 Advanced Assessments shall enter into written contracts with its Personnel to ensure that those Personnel comply with those duties of confidentiality and in respect to intellectual property as accepted by the Supplier herein.
- 10.12 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 10.13 In the event of a dispute over the amount of Advanced Assessment's fees or disbursements, such sums that are not in dispute shall be payable when due, irrespective of any counterclaim alleged. If means of negotiation mediation does not resolve the dispute, the courts of England and Wales will have exclusive jurisdiction over this dispute in its resolution.

10.14 In this Agreement, unless the context provides otherwise, references to the plural includes the single and vice versa. References to the masculine include the feminine and vice versa and references to the neutral include either gender and vice versa.

10.15 The headings contained in this Agreement are for convenience only and do not affect interpretation.

Signed by



Print Name

Dr Bernard Horsford

For and on behalf of (Advanced
Assessments Limited)

Signed by

Print Name

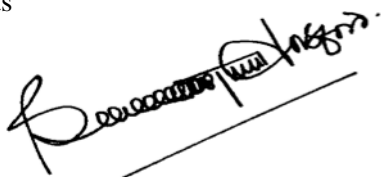
For and on behalf of the
Client

Partner/Director

Schedule The Specification

Client	As agreed in letter/email of instruction
Number of supplier's personnel required	1
Minimum qualifications and experience required	Dr Bernard Horsford, Chartered Psychologist
Services to be performed	Medicolegal Report
Where services will be performed	
Assessment of Instructions: Purchase order number or client reference Project Reference	As agreed in letter/email of instruction and estimate
Agreed rate & estimate	£ 200 per hr plus VAT
Expenses	As per estimate
Lead expert	Dr Horsford will prepare the report
Any other special provisions	Dr Horsford to travel to client
Anticipated start date for provision of services	As per email of acceptance/letter of instruction
Anticipated end date for provision of services	As per email of acceptance/letter of instruction
Timing or frequency of invoices to be rendered	Invoices to be paid before the release of the report.

This Schedule forms an integral and binding part of the Contract signed between the Client and Advanced Assessments



Signed

(for and on behalf of Advanced Assessments)

Dr Bernard Horsford

Print Name

For and on behalf of the Client

Print Name:

Annex 1

Advanced Assessments Ltd Privacy Policy

This Privacy Notice sets out how we protect your 'data' (personal details and records) we do this to comply with the General Data Protection Regulation or GDPR (Europe) and The Data Protection Act 2018 (UK). A summary of how GDPR is being implemented, why confidential information is held and how this is protected can be found by visiting: <https://ico.org.uk>

It is assumed that by engaging in this assessment or service, you are consenting to records being kept. For the avoidance of doubt, we (or those who instruct us) might ask you to sign a consent form. If we believe you lack capacity or if you are a child we might seek consent from an appropriate adult.

- Keeping records is an essential component of healthcare, which helps in understanding how best to help and forms the basis of any reports needed. We usually keep your records for any of the following reasons:
 - Preventative or Occupational Medicine.
 - Legal defence necessary for the establishment, exercise or defence of legal claims whenever courts are acting in their judicial capacity.
 - Where the data subject has given explicit consent.
 - Research.
 - Where it is necessary to protect the vital interest of the data subject or some other person where the data subject is physically or legally incapable of giving consent.
 - Employment relationship.
 - Where a data subject has already put information in the public domain.
- Confidentiality is maintained at all times (i.e. your information is not shared) unless there are *exceptional* circumstances such as risk to yourself or others. If believe you or a child is at risk other services such as your GP or police may be contacted without your consent, as this is a professional obligation. Please see The British Psychological Society, Generic Professional Practice Guidelines www.bps.org.uk
- We operate a system of peer review and supervisor review, where we believe that it would be helpful for a peer or supervisor to review the content of a report or therapeutic session we will obtain your consent.
- Consultation notes and questionnaires will be held for varying lengths of time depending on the content (and then carefully disposed of). For example:
 - Some records might be held indefinitely if there were any issues of concern that could lead to a police investigation in the future.
 - Where there is a legal obligation to hold those records to report our transactions to HMRC, we will hold those records for seven years.
 - Mental health records are subject to special legislation, e.g. children's records are kept until age 26 and adult records for eight years after the last contact with the service www.gov.uk/government/publications/records-management-code-of-practice-for-health-and-social-care
- All information recorded on paper will be securely stored in a locked filing cabinet, and if this has to be transported outside of the office, great care will be taken in other premises and likewise locked in a filing cabinet

- Confidential digital information will be stored in a secure cloud service offering high levels of security.
- Confidential information sent via the internet will be encrypted and password protected, the password may be sent separately by text message.
- Letters sent by surface mail, e.g. to GP's will be marked Confidential.
- All electronic devices (e.g. computers, laptops and phones) and used to access stored information will themselves be password protected. Disc's drives will be encrypted.
- The right of access called a 'subject access request' or SAR can be made for the data we hold, but there may be an administration charge if all records are requested, as these may be 'excessive'. These will be provided within one calendar month of the request being made.
- Where we carry out psychological tests and assessments, we work within the British Psychological Society's Statement on the Conduct of the Psychologists providing Psychometric Expert Evidence to Courts and Lawyers. Under these guidelines, it is not possible to disclose some of our records to you. We cannot disclose certain test information under these guidelines, or where disclosure would amount to a breach of a trade secret.
- Where a request is made by a *bona fide* data subject (the data subject might be an organisation or individual), we will require proof of identity in the form of:
 - a current passport,
 - a driving licence; or
 - a birth certificate.

And also one of these:

- a recent bank statement dated within the last the months (with full address); or
- a recent utility statement dated within the last three months (with full address).
- We might ask records to be collected in person from our office and for the data subject to bring the original identification documents with them. Please also provide a certificate of true likeness of the documents from the Post Office identity checking service. If records are sent by post, they can only be sent to the registered address which is proved by the identity documents.
- In the event of death or incapacity of any medical professional in Advanced Assessments, arrangements have been made for records to be held by a named professional colleague who will continue with the above obligations.
- We do not process your information outside of the EEA.
- Where you are under a statutory or contractual obligation to provide your data, this will be set out in the letter of instruction from the lawyers involved in your case, the court or by your employer.
- We do not use automated decision making in processing your data.
- You have the right to withdraw consent and ask us to delete the data that we hold on you. If you have not provided consent, we will not retain your data unless we were lawfully obliged to.
- This Privacy Notice will be subject to review, as needed or annually by 25 May each year.
- Advanced Assessments Ltd is registered with the Information Commissioner's Office (ICO), and you have the right to complain how we process your data to the ICO.

Enquiries can be made by contacting the Data Controller in writing:

Tamsin Beeby

Data Protection Officer
Advanced Assessments Ltd
180 Piccadilly
Mayfair
London W1J 9HF

Email: tamsin.beeby@strategic-enterprise.com

Secure email: tamsin.beeby@experts.cjsm.net