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Dear Colleague

Employment Tribunal Psychological Reports

Introduction

Our information pack provides an overview of advanced psychological assessments used in employment tribunals. These assessments help evaluate psychological factors relevant to employment disputes, including workplace stress, discrimination, harassment, unfair dismissal, and mental health impacts.

Purpose of Psychological Assessments in Employment Tribunals

Psychological assessments in employment tribunals serve multiple purposes, including:

- Assessing the psychological impact of alleged workplace mistreatment.
- Determining the credibility and reliability of psychological claims.
- Providing expert opinions on mental health conditions linked to employment disputes.
- Offering recommendations for rehabilitation, compensation, or workplace adjustments.

Claims Under the Equality Act 2010

Under the Equality Act 2010, individuals are protected from discrimination in the workplace based on specific protected characteristics. Psychological assessments can play a crucial role in supporting claims related to:

1. **Mental Health Conditions**
 - Employers have a duty to make reasonable adjustments for employees with mental health conditions.
 - Assessments may evaluate conditions such as anxiety, depression, PTSD, and bipolar disorder to determine workplace impact.
2. **Neurodivergent Conditions**
 - Individuals with neurodivergent conditions may face discrimination or require reasonable adjustments.
 - Conditions assessed include:





- **Autism Spectrum Disorder (ASD):** Sensory sensitivities, social communication challenges, and workplace accommodations.
 - **Attention Deficit Hyperactivity Disorder (ADHD):** Challenges with attention, impulsivity, and executive function in the workplace.
 - **Dyslexia:** Difficulties with reading, writing, and processing information in professional settings.
 - **Dyspraxia:** Issues with motor coordination, organization, and physical tasks.
3. **Race, Gender, and Sexuality Discrimination**
 - Psychological impact assessments may evaluate:
 - Workplace harassment, microaggressions, or systemic discrimination.
 - Effects of exclusion, stereotyping, or bias on mental well-being.
 - PTSD or anxiety resulting from discriminatory practices.
 4. **Marital Status and Pregnancy Discrimination**
 - Workplace bias against married employees, single parents, or pregnant individuals can lead to psychological distress.
 - Assessments may examine workplace pressures, unfair treatment, or forced resignations due to personal circumstances.
 5. **Religion and Belief Discrimination**
 - Employees facing discrimination based on religious beliefs may experience stress, depression, or anxiety.
 - Assessments may evaluate workplace accommodations and tolerance towards religious practices.

Types of Psychological Assessments

1. **Clinical Interviews**
 - Structured or semi-structured interviews conducted by a qualified psychologist.
 - Evaluation of mental health history, symptoms, and work-related stressors.
2. **Psychometric Testing**
 - Standardized tests to measure psychological distress, cognitive functioning, and personality traits.
 - Examples: Beck Depression Inventory (BDI), General Anxiety Disorder-7 (GAD-7), Minnesota Multiphasic Personality Inventory (MMPI-2).
3. **Neuropsychological Assessments**
 - Evaluation of cognitive functions such as memory, attention, and executive function.
 - Useful in cases involving brain injuries or cognitive impairments due to workplace stress.
4. **Workplace Stress and Resilience Assessments**
 - Measurement of stress levels, coping mechanisms, and burnout.
 - Tools such as the Perceived Stress Scale (PSS) and Maslach Burnout Inventory (MBI).
5. **Trauma and PTSD Assessments**
 - Identification of post-traumatic stress disorder (PTSD) symptoms linked to workplace harassment, bullying, or discrimination.
 - Examples: Clinician-Administered PTSD Scale (CAPS), Impact of Event Scale-Revised (IES-R).





Process of Psychological Assessment in Employment Tribunal Cases

1. Referral and Instruction

- The tribunal, legal representatives, or medical professionals request an assessment.
- Terms of reference are established, outlining key questions and areas of concern.

2. Assessment and Data Collection

- Review of medical and occupational history.
- Clinical interviews and psychometric testing.
- Gathering collateral information from employers, colleagues, or family members (where relevant).

3. Expert Report Preparation

- A detailed psychological report is produced, including:
 - Background information and case history.
 - Assessment methodology and findings.
 - Psychological diagnosis (if applicable).
 - Impact on work ability and future employment.
 - Recommendations for interventions or workplace adjustments.

4. Expert Witness Testimony

- Psychologists may be required to provide expert testimony in tribunal hearings.
- Cross-examination by legal representatives may occur to validate findings.

Legal and Ethical Considerations

- **Confidentiality and Consent:** Psychological assessments must comply with data protection laws (e.g., GDPR in the UK) and ethical guidelines from professional bodies such as the British Psychological Society (BPS) or Health and Care Professions Council (HCPC).
- **Objectivity and Impartiality:** Expert psychologists must remain neutral, providing evidence-based opinions rather than advocacy for either party.
- **Validity and Reliability:** All assessments must use validated methods to ensure accuracy and credibility in tribunal proceedings.

Free Initial Advisory Calls

How to book your free initial advisory call

To arrange an initial free telephone advisory call to discuss your client's needs please Alternatively, you may call us on 0208 2000078.

Free initial advisory calls are only available to solicitors, barristers or other qualified legal professionals. There is a fee of £240 for the initial advisory call if you are not represented by a lawyer.





How much will the expert witness medicolegal report cost?

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

1. An indication of the deadlines of the report;
2. A detailed draft letter of instruction setting out exactly the questions that you would like the expert witness to consider;
3. Copies of all of the relevant NHS and private medical notes;
4. Copies of educational records, including psychologist's assessments, if applicable;
5. The Claimant's disability statement, for Equality Act 2010 claims;
6. Relevant witness statements and/or proofs of evidence;
7. Reports of the opposing party's experts if available;
8. All the Claimant's pleadings including, Particulars of Claim, Letter before Claim, ET1 or application to the Tribunal as appropriate;
9. All the Defendant's pleadings including, the ET3, Defence (and counterclaim, if applicable)
10. A schedule of loss, if applicable;
11. All related interlocutory Orders and case management decisions;
12. Counsel's advice on expert evidence;
13. Any personnel file (in employment cases);
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. Name of the opposing party, so that a conflict of interest check can be carried out.

Advanced psychological assessments play a crucial role in employment tribunals by providing objective evidence regarding mental health impacts in workplace disputes. These evaluations assist in determining fair outcomes, supporting claims with scientific rigor, and offering recommendations for rehabilitation and workplace improvements.

We 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





ADVANCED ASSESSMENTS LTD

Expert Witnesses & Psychologists

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Chief Executive

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.

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

We look forward to working with you.

Yours sincerely

Dr Bernard Horsford
Chief Executive & Consultant Chartered Psychologist
Advanced Assessments Limited

Enclosures: Standard Terms and Conditions
Expert Witness Psychologist CV
Expert Psychological Report for Employment Law Cases Service Profile



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Expert Psychological, Occupational, and HR Assessments for Employment Law Cases: Comprehensive Forensic Evaluations

Advanced Assessments Ltd provides an integrated service that combines forensic psychological evaluations with specialised occupational psychology and human resource (HR) assessments tailored to the complex needs of employment law disputes. Our multidisciplinary team—including clinical psychologists, occupational psychologists, and HR evaluation specialists—delivers evidence-based evaluations that support employment lawyers, HR professionals, and tribunals in resolving disputes in employment tribunals, county courts, and high court proceedings.

1. Introduction

Employment disputes frequently encompass intricate psychological and organisational issues that require a comprehensive understanding of both clinical and workplace dynamics. At Advanced Assessments Ltd, we integrate forensic psychology with occupational psychology and HR evaluations to address challenges ranging from workplace stress and discrimination to unfair dismissal, organisational practices, and adverse HR policies. This holistic approach ensures that our evaluations are not only legally robust but also contextually relevant to the modern employment landscape.

2. About Advanced Assessments Ltd

Our organisation is committed to excellence in forensic evaluation. We combine clinical expertise with specialised knowledge in occupational psychology and HR practices to deliver clear, robust, and court-ready reports. Our team works closely with legal professionals and HR specialists, ensuring that each assessment reflects the interplay between individual psychological factors and broader organisational contexts.

- **Mission:**
To deliver integrated, evidence-based assessments that support fair and informed outcomes in employment law disputes.
 - **Vision:**
To be the leading provider of forensic evaluations that merge clinical, occupational, and HR expertise, setting the standard for comprehensive employment law services.
 - **Core Values:**
Integrity, multidisciplinary collaboration, evidence-based practice, and a commitment to fairness.
-



3. Areas of Expertise

Our assessments address a broad range of issues encountered in employment disputes, incorporating both individual psychological factors and organisational evaluations.

3.1 Forensic Psychological Evaluations

- **Workplace Stress and Occupational Injury:**
Evaluations assess the psychological impact of adverse working conditions, organisational change, and workplace trauma. We utilise clinical interviews, standardised diagnostic tools, and psychometric assessments to quantify stress-related disorders and their vocational repercussions.
- **Discrimination and Harassment Claims:**
We provide detailed evaluations of claims related to race, sex, age, disability, sexual orientation, and religion or belief. This includes the assessment of mental health conditions (e.g., depression and anxiety) and neurodevelopmental disorders (e.g., ADHD, autism spectrum disorder, dyslexia, dyspraxia, and dyscalculia) that may underpin discriminatory practices.
- **Unfair Dismissal and Psychological Injury:**
Our assessments document psychological injuries—including PTSD, depression, and anxiety—stemming from unfair dismissal or redundancy. These evaluations directly inform compensation claims and future employability analyses.
- **Loss of Earnings and Financial Impact:**
By correlating clinical findings with vocational analysis, we assess the economic consequences of psychological injuries, supporting legal claims related to loss of income and diminished future earning potential.

3.2 Occupational Psychology Evaluations

- **Organisational Climate and Culture Assessments:**
Our occupational psychologists examine workplace culture, leadership styles, and organisational practices that may contribute to employee stress, dissatisfaction, or discriminatory environments. These assessments provide a macro-level understanding of the organisational factors impacting employee well-being and performance.
- **Workplace Engagement and Productivity Analysis:**
Evaluations include assessments of employee engagement, morale, and productivity. This information is crucial when disputes arise concerning the impact of workplace practices on performance and career progression.
- **Risk and Safety Evaluations:**
We conduct comprehensive risk assessments and safety audits that incorporate both physical and psychological health dimensions, ensuring compliance with occupational health and safety regulations.



3.3 Human Resource Evaluations

- **Recruitment, Selection, and Redundancy Practices:**
Our HR specialists review recruitment and selection processes, including the use of psychometric tests, to identify potential biases or discriminatory practices. These evaluations support claims where inappropriate assessment tools have adversely affected career opportunities.
- **HR Policy and Procedure Reviews:**
We assess the effectiveness and fairness of HR policies, including performance appraisal systems and disciplinary procedures. Such reviews are vital in cases where alleged adverse employment practices lead to claims of unfair treatment.
- **Employee Well-Being and Rehabilitation:**
HR evaluations extend to assessing the effectiveness of workplace support programmes and rehabilitation strategies. Our team offers recommendations on reasonable adjustments and interventions that facilitate a sustainable return-to-work process following illness or injury.

4. Our Integrated Assessment Process

Our rigorous assessment process is designed to produce reports that are both clinically sound and organisationally relevant. The process is structured in three key phases:

4.1 Initial Consultation and Case Review

- **Objective:**
To obtain a comprehensive understanding of the case by reviewing all available materials, including medical records, employment histories, HR policies, and legal documentation.
- **Approach:**
A detailed intake interview is conducted, often involving multiple stakeholders such as legal representatives, HR professionals, and management personnel, to capture the full context of the dispute.

4.2 In-Depth Evaluation

- **Forensic Psychological Assessment:**
We utilise standardised diagnostic instruments, clinical interviews, and psychometric testing to evaluate cognitive, emotional, and behavioural factors.
- **Occupational and HR Evaluations:**
Our occupational psychologists and HR specialists conduct organisational assessments, policy reviews, and leadership analyses to provide a macro perspective on workplace practices.



- **Integrated Analysis:**

Data from individual and organisational evaluations are synthesised to create a cohesive report that links personal psychological findings with broader HR and organisational dynamics, ensuring that each aspect of the dispute is thoroughly addressed (Melton et al., 2007).

4.3 Evidence-Based Reporting

- **Report Structure:**

Our reports clearly outline the evaluation process, present diagnostic and organisational findings, and provide practical, actionable recommendations.

- **Legal Integration:**

Each report is tailored to meet the rigorous evidentiary standards required in legal proceedings. Detailed explanations of how psychological and organisational factors impact employment capabilities and future earnings are provided to substantiate legal claims.

- **Quality Assurance:**

All reports undergo a stringent peer-review process within our multidisciplinary team to ensure accuracy, objectivity, and adherence to best practice guidelines (American Psychiatric Association, 2013).

5. Integration with the Legal Process

Our integrated forensic evaluations are crafted to support legal professionals at every stage of employment disputes by:

- **Informing Legal Strategy:**

Delivering robust evidence that supports claims of psychological injury, discriminatory practices, or adverse HR policies.

- **Substantiating Compensation Claims:**

Providing quantifiable data on loss of earnings and reduced future employability, directly informing compensation calculations.

- **Enhancing Tribunal Decisions:**

Offering clear, concise, and legally admissible evidence that aids tribunals and courts in making informed decisions.

- **Supporting Expert Witness Testimony:**

Our team members are available to present findings in court, reinforcing the credibility of our integrated assessments (Dror, 2012).



6. Client Benefits and Outcomes

Clients benefit from our multidisciplinary approach in several ways:

- **Comprehensive Evaluations:**
By addressing both individual and organisational factors, our integrated assessments provide a holistic understanding of the dispute.
- **Rapid Turnaround:**
Our digital-first process ensures that evaluations and reports are delivered promptly, meeting the fast-paced demands of legal proceedings.
- **Customised Recommendations:**
Actionable strategies are provided to support legal claims and to inform organisational changes aimed at fostering a fairer workplace.
- **Enhanced Credibility:**
The combination of forensic psychology with occupational and HR evaluations enhances the overall credibility and admissibility of our findings in legal contexts.

7. Conclusion

Advanced Assessments Ltd's comprehensive forensic evaluations merge clinical expertise with occupational psychology and HR assessments, offering an unparalleled service tailored for employment law disputes. Our multidisciplinary approach ensures that every report is both legally robust and contextually relevant, empowering legal professionals to build stronger cases and achieve equitable outcomes.

References

- American Psychiatric Association. (2013). *Diagnostic and statistical manual of mental disorders* (5th ed.). American Psychiatric Publishing.
- Dror, I. E. (2012). The role of cognitive and social factors in the judicial process. *Applied Cognitive Psychology*, 26(5), 584–597.
- Melton, G. B., Petrila, J., Poythress, N. G., & Slobogin, C. (2007). *Psychological evaluations for the courts: A handbook for mental health professionals and lawyers*. Guilford Press.

This document has been prepared in UK English for legal professionals, HR specialists, and related stakeholders seeking integrated forensic assessments that encompass psychological, occupational, and HR evaluations in the context of employment law disputes.



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Summary Profile: I began working with people with autism and ADHD in 1985 when I started to work as a volunteer at Rose Hill Special School in Nottingham. The school specialises in children with autism and challenging behaviour. I then worked with senior educational psychologists in Nottingham and Derby on the assessment of children with special educational needs and contributed as a visiting lecturer to the master's degree training programmes in educational psychology. I continued to work with young people who had difficulties with special educational needs and mental illness as a youth and community worker and in private practice. In my roles as an HR professional and occupational psychologist, I frequently dealt with occupational health cases involving mental health and neurodiversity.

In 1998 I was appointed as the Managing Director of Fanon Trust, a charity which provided mental health services with accommodation to individuals with complex mental health needs. I worked with Dr Kwame McKenzie, professor of psychiatry and psychiatrist Dr Eleanor Cole. Since 2015 I have also benefited from the professional supervision of Professor David Lane, a HCPC registered clinical, forensic, counselling and occupational psychologist. I undertook formal training in mental health at work as part of an HCPC-accredited master's degree in occupational psychology. I also undertook training in clinical forensic psychology as part of my HCPC-accredited master's degree in forensic psychology. I hold a certificate of competence in forensic test use. I am qualified and authorised by test publishers to use a wide range of tests to diagnose ASD, ADHD and mental illness and undertake continuous professional development in the diagnosis of ADHD, ASD and mental illness. Since 2015 I have held full membership in the British Psychological Society's Division of Neuropsychology based on over two years of supervised experience in neuropsychological assessment by an independent clinical psychologist. I provide therapy for a range of mental health problems, primarily through AXA-PPP healthcare. I frequently carry out private assessments of personality disorders. I act as advisor to the Academy of Royal Medical Colleges on reasonable adjustments in exams for medical doctors with neurodiverse conditions. I carry out approximately 45 autism diagnostic assessments and 77 ADHD assessments per year.

Key Specialities

- Neuropsychological assessments and personal injury
- Evaluation of employment and discrimination claims
- Crime and evaluation of offenders
- Mental health and mental capacity assessments
- Impact of cognitive/intellectual functioning on ability to parent
- Assessment of malingered neuropsychological and psychiatric disorders
- Children and special educational needs

Notable Medico-Legal Autism (ASD) Assessments

- South London Coroners Office: Inquest report into what could have been done to prevent the death of autistic man with learning disability. [2025]
- Carptener v Directline Insurance: Assessment of whether an autistic coach ability to work and psychological injury in autistic football coach [2024]
- R v Moursi (ADHD, ASD, Learning disability) possession of a class A drug with intent [2022].
- R v Cao (ASD) Possession of a false identity document [2022].
- R v Karaqica (ASD, ADHD, PTSD) conspiracy to supply class A drugs [2022].
- R v Fu, ASD (Sexual assault on a child) [2022].
- R v Price-Rowe (ASD, ADHD, learning disability and personality disorder). Possessing class, A drugs with intent to supply [2022].
- R v Phillips (ASD, ADHD and learning disabilities) coercive control [2022].
- R v Chew (ASD and ADHD) Assault by beating of Professor Chris Whitty [2022].



- R v Ornsby (ASD and ADHD) violent disorder and possession of a bladed article [2021].
- R v Komolafe (ADHD, ASD) Attempted Murder, possessing a firearm with intent to endanger [2021].
- R v Palmer (autism, ADHD and ODD) GBH with intent [2021].
- R v Perry (ASD) Possession of Class A drug with intent to supply [2021].
- Re: IV, ASD, (Public Law Children Act Proceedings) [2021].
- R v Price-Rowe (ASD, ADHD, learning disability and personality disorder) Murder [2020].
- Re: Mellars, (ASD, EUPD) kidnap of a child, Parole report [2020].
- R v Hickley, Assault on a police officer [2019].
- Re: MJ (ASD), Public Law, Children Act Proceedings in the High Court [2019].
- R v Edwards, ASD, ADHD, Learning disability, possession of class A/B drugs with intent [2019].
- R v Bahar (ASD suspected) Possession of firearm/weapon & class A drugs, [2019].
- Re: NP (ASD and learning disability), Public Law, Children Act [2018].
- R v Daudia (ASD) Murder [2017].
- R v Greening, ASD, ADHD, learning disability, Sexual Risk Order, causing or inciting a child to engage in sexual activity [2017].
- Re: H (ASD, ADHD, learning disability, neglect) Public Law, Children Act Proceedings [2017].
- R v Day (ASD) Fraud by abuse and misrepresentation [2016].
- R v Ali (ASD) Section 41 of Terrorism Act 2000 [2015].
- R v Ludlow (ASD, ADHD) Sexual Offences [2014].
- Re: Shahid, personal injury [2013].
- R v Saul-Garner (ASD and EUPD) possession with intent to supply class A and C drugs [2013].
- R v Bayliss (ASD and Learning disability) conspiracy to commit fraud, making and obtaining articles with intent contrary to section 3A of Computer Misuse Act 1990 [2013].

Notable Medicolegal ADHD Assessments

- Re: DW, (ADHD), Public Law Children Act Proceedings [2022].
- Froude v Snowball (ADHD) Civil Law [2021].
- R v Fearnall (ADHD) Sexual Communications with a Child [2021].
- R v Sulley (ADHD) conspiracy to defraud [2019].
- R v Alleyne (ADHD) dangerous driving, [2019].
- R v Ajiboye (ADHD) Sexual harm prevention order [2019].
- R v Hassan (ADHD) Conspiracy to blackmail [2018].
- R v Harten (ADHD) Robbery [2013].

Notable Medicolegal Personality Disorder Assessments

- Patel v PDT solicitors (EUPD, ASD) Disability discrimination, [2022].
- D v G, Paranoid personality disorder, Private Law Child Act Proceedings, [2022].
- Re: A Russell Group University (paranoid personality disorder assessment of a professor of psychology) capability, employment law [2022].
- R v Adams (ADHD, EUPD) Wounding, GBH with intent, assault, racially aggravated public order, criminal damage. Fitness to Plead [2021].
- R v Horton (ruled out personality disorders) driving without due care, failing to stop [2021].
- R v Bergum, (EUPD), Murder [2015].
- R v Murphy, anti-social personality disorder, (threatening with a blade or pointed article) [2014].
- Re: Dilly, (EUPD) Robbery, parole report [2014].
- R v Taha, (EUPD) Aggravated burglary [2014].
- R v Sterling, anti-social personality disorder, (assault) [2013].
- Re: VR (Mixed personality disorder with paranoid features) Children Act, Private Law [2013].
- RSM International v Harrison (EUPD) Protection from Harassment Act [2013]



- Re: Person B, narcissistic personality disorder, Children Act, Private Law [2013].
- R v Gardner, (EUPD) false imprisonment, 2012

Personal injury and neuropsychology

- **Burlingtons Legal LLP:** neuropsychological assessments of dyslexia, dyspraxia and ADHD in a multi-million pound claim involving a sovereign wealth fund.
- **Ison Harrison Solicitors:** R v Cummins Assessment of subarachnoid haematoma and depression on the ability of the defendant multimillionaire to serve a prison sentence.
- **NHS Wales Legal Services & Morgan Cole LLP:** carried out a psychological assessment in £7m personal injury claim arising from clinical negligence.
- **Edwards Duthie Shamash Solicitors:** R v Hunte neuropsychological assessment to determine whether the defendant who suffered from dementia was fit to plead and fit to stand trial
- **Wrexham Borough Council:** neuropsychological assessment on examining the impact of head injury the ability of a father to parent.
- **Allan Jones Solicitors:** Assessment of traumatic brain injury and psychological damage following an RTA.
- **OH Parsons and Unite:** assessment of psychiatric injury, brain damage and disability in a health and safety case.
- **Esure Insurance & Stewarts Law LLP:** a neuropsychological assessment following a serious road traffic accident.
- **Hilary Meredith Solicitors:** neuropsychological assessment of brain injury and depression for CICB.
- **Horwich Farrelly Solicitors:** assessment reports in a number of high value paediatric personal injury claims for brain damage and psychiatric injury following road traffic accidents.
- **New Law Legal Limited:** neuropsychological assessment of brain injury arising from health and safety failures.
- **Blackstone Law Solicitors:** carried out an evaluation of personal injury following a road traffic accident.

Employment and discrimination

- **Doyle Clayton and Eversheds Southerland Solicitors:** Borg Neal v Lloyds Banking Group Plc. assessment of personal injury following dismissal of a dyslexic employee.
- **DAC Beachcroft:** Dr Edward Okosun v Sailsbury NHS Foundation Trust. assessment of whether a medical doctor was disabled by reason of dyslexia.
- **RIAA Barker Gillette (UK) LLP** Harrison v RIAA Barker Gillette Solicitors LLP assessment of whether a solicitor was disabled by reason of depression.
- **Wedlake Bell LLP:** Jointly instructed, Callahan v Countywide PLC to assess whether the claimant was disabled by dyslexia, dyspraxia and mixed anxiety and depressive disorder.
- **Olswang LLP & Bloomberg LP:** assessment of whether claimant's social anxiety disorder was a disability.
- **Michelmores LLP & Stanley de Leon Solicitors:** Ramos Alvarez v London Borough of Kensington & Chelsea. Disability discrimination assessment, whether the claimant was disabled by anxiety and mixed depressive disorder.
- **Michelmores LLP:** MacDonald v Commissioner of Police for Metropolis & Others. Whether the second respondent was suffering from a mental illness and whether he would be fit to give evidence at an Employment Tribunal.
- **Davies & Partners LLP:** Bailasz v International Federation of Gynaecology & Obstetrics. Disability discrimination assessment. Whether the claimant was disabled by mixed anxiety and depressive disorder.
- **Taylor Wessing:** carried psychological profiling of an individual with borderline personality disorder to support a Protection from Harassment Act (1997) and defamation claim.
- **Brewin, Leighton Paisner LLP:** assessment of whether psychological illness caused misconduct.
- **DMH Stallard:** in Simpson v CRI. I assessed whether the claimant's depression was a disability.



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Expert Witnesses & Psychologists

- **Morisons Solicitors:** advised on a complex claim involving fairness of Strathclyde Fire and Rescue redundancy selection process.
- **Freeth Cartwright & Howes Percival Solicitors:** carried out a psychological assessment of disability in a claim involving dyslexia brought by a solicitor.
- **Shakespeare Putman Solicitors:** carried out an expert psychological assessment of injury in race and disability discrimination claims.
- **Kapoor & Co Solicitors:** Assessment of whether depression was caused by bullying and racial harassment to an employee of a major accountancy firm.
- **Kids Charity:** Whether an employee was disabled by social anxiety disorder and depression.
- **Bond Solicitors:** assessment of whether a General Medical Practitioner expelled from practice was disabled.
- **London Borough of Tower Hamlets and Quinn Manton Solicitors:** evaluated to determine whether the claimant was disabled by her depression.
- **Ministry of Justice:** assessment of reasonable adjustments in disability discrimination claims brought by a judge.
- **Re: Mannings:** assessment of whether a teacher was mentally fit to work with children.
- **National Offender Management Service:** Assessment of capability pending dismissal of a learning disabled and dyslexic probation officer.
- **Queen's Counsel Appointments Secretariat:** selection and assessment of Queen's Counsel candidates.
- **Serious Organised Crime Agency (SOCA):** designed and delivered assessment centres.
- **Searle Court:** a review of pupillage selection process.

Forensic and clinical

- **Crown Prosecution Service:** R v McGinley and McGinley Assessments of whether the defendants in a fire arms case were fit to give evidence and whether they were malingering their depressive illness.
- **ZMS Solicitors:** R v Daudia Assessment of autism spectrum disorder in a defendant charged with murder.
- **National Crime Agency:** R v Faioli Assessment of malingering, IQ, and mental health of defendant charged with drug importation.
- **J D Spicer Solicitors:** R v McGlue Assessment of illiteracy, IQ, suggestibility, and mental health on ability to give evidence in a major £1m fraud trial.
- **Noble Solicitors:** assessment of intelligence, mental health and suggestibility on a juvenile sex offender.
- **Elliott Stern Solicitors:** assessment of mental health, autism and ADHD on a juvenile charged with sex offences.
- **DDP Law Solicitors:** in R v Wilson & Grant carried out a forensic clinical assessment of IQ/cognitive functioning in a high-profile child destruction and GBH with intent case at the Old Baily.
- **Lionel Blackman Solicitors:** R v Haire Assessment of whether a head injury (subdural haemorrhage/subdural haematoma) was caused by the defendant or complainant.
- **Stuart Miller Solicitors:** in R v Bergum & Others carried out a clinical forensic assessment of the impact of learning disability, domestic violence and significant harm on a defendant in a murder case.
- **Crown Prosecution Service:** I carried out an evaluation of high-functioning autism (Asperger's syndrome) in R v Ali, a high-profile terrorism case heard at the Old Baily.
- **Bindman and Partners:** in R v Bello I carried out a neuropsychological assessment in £5m fraud and POCA proceedings.
- **Kesar & Co:** a risk assessment of a violent offender for the parole board in R v Dilley
- **Hodge Jones and Allen & London Borough of Camden:** carried out a mental capacity assessment.
- **Department of Business Innovation and Skills:** R v Ubsdell I completed a fitness to plead assessment in Director's Disqualification proceedings.
- **Department of Business Innovation and Skills:** R v Smith fitness to plead evaluation in insolvency proceedings.
- **Duncan Lewis Solicitors:** in R v Sterling I carried out an evaluation fitness to plead and fitness to stand trial.



- **Chelmsford Crown Court:** in R v Gaunt I risk assessed a high-profile child sex offender for sentencing.
- **HRS Solicitors:** I carried a psychological assessment of criminal responsibility in R v Khan, an elaborate DWP fraud.
- **Trinity Advocates:** assessment and sentencing of the impact of child sexual abuse on offending in R v Ferrier.
- **JD Spicer Zeb Solicitors:** R v Harten impact of ADHD, PTSD, and depression on offending;
- **JD Spicer Zeb Solicitors:** R v Garnder, impact of depression, IQ, suggestibility, and borderline personality disorder on offending;
- **JD Spicer Zeb Solicitors:** R v Morgan-Kilner impact of suggestibility and depression on intent in a false imprisonment case.
- **JD Spicer Solicitors:** R v Day Assessment of suggestibility, mental health and IQ
- **Ann Blyth Cook and Co:** I produced a report for sentencing a suggestible offender with low IQ in R v McDermott.
- **Crown Prosecution Service:** in R v Underwood I provided a forensic neuropsychological assessment in a high-profile domestic violence case involving GBH with intent/attempted murder.
- **Jane's Solicitors:** I carried out a forensic assessment of fitness to plead and stand trial for ABH in R v Abu.
- **Kaim Todner Solicitors:** I assessed intellectual capacity and mental health in R v Peverall, a fraud case.
- **Criminal Defence Solicitors:** assessment of intention in a self-defence case involving automatism in R v Maltese.
- **Kangs Solicitors:** sentencing report for a claustrophobic offender in a significant VAT fraud in R v Hassan.
- **Lloyds PR Solicitors:** clinical psychological assessment of fitness to plead in a robbery in R v Dahair.
- **Philips Osborne Solicitors:** R v Bayliss I assessed criminal intention and fitness to plead in a major conspiracy of an autistic defendant.
- **Shah Law Chambers:** I undertook an assessment of fitness to plead and stand trial for arson in R v Brown.
- **Selby Dixon Solicitors:** R v Preston. Assessment of the impact of severe gambling addiction on the defendant's life.
- **Whitworth & Green:** assessment of the impact of extradition on a child in high-value drugs trafficking case the USA v B.
- **Crown Prosecution Service:** a four-year programme improving the prosecution of hate crime.
- **DPP Law:** assessment of adjustments needed for a learning-disabled defendant to stand trial in R v Ludlow.
- **Edwards Duthie Solicitors:** risk assessment and evaluation of fitness to plead of a violent psychotic offender in R v Murphy.
- **Advice Wise Solicitors:** assessment of fitness to plead and sentencing report of an of a violent criminal who suffered memory loss and PTSD in R v Taha.
- **Vickers Solicitors:** R v Stapleton assessment of ability of a child charged with rape to participate in proceedings.

Family and child custody

- **London Borough of Islington:** Re A, O and S. Whether grand mother who suffered from dementia had litigation capacity in public law Children Act proceedings.
- **London Borough of Redbridge & Others:** Re: H Assessment whether children's psychological problems and ability to learn where a consequence of child abuse in care proceedings.
- **London Borough of Croydon:** I carried out a parental capacity assessment in child abuse proceedings.
- **Charles Allotey and Co Solicitors:** expert psychological assessment in Children Act proceedings with reference to father's use of drugs.
- **Re B:** Assessment of mother's IQ and parental alienation in child custody proceedings.
- **Re V:** Parenting assessment of father in custody proceedings with reference to risk, parental alienation and substance abuse.



- **Re R:** Parenting capacity evaluation in child custody proceedings where domestic violence and parental alienation were alleged.
- **Re S:** assessment of risk, domestic violence, parental alienation, and attachment in a child custody case.

Child psychology and education

- **National Youth Advocacy Service:** in R (on the Application of Board & others) v Lincolnshire County Council. I carried out an expert assessment of two profoundly disabled young people to support judicial review proceedings for the right to attend their chosen school.
- **Special Educational Needs and Disability Tribunal:** numerous learning needs assessments of which to support applications to schools.
- **M v London Borough of Waltham Forest:** assessment of a child with profound learning disabilities to support a request to her chosen school.
- **Re Hall:** Dyslexia Assessment of a very smart general medical practitioner with work performance problems.
- **Re UG:** Dyslexia assessment of a bilingual student in higher education with multiple learning difficulties.
- **Re TG:** Dyslexia assessment of a bilingual student with a fragmented educational history was refused entry to her chosen school.
- **Re M:** Assessment of learning disabilities and developmental delay in a group of elite UAE children.
- **Re SD:** assessment of reasons for compulsive lying and poor academic performance in a child.
- **Re H:** assessment of additional support required to support a child with emotional problems and ADHD.
- **Re JH:** assessment of an autistic and dyslexic child with conduct disorder for additional educational support.

RECENT EMPLOYMENT HISTORY

07/05/01-Present **Chief Executive & Consultant Chartered Psychologist**, Advanced Assessments Ltd, 4th Floor, 49 St James's Street, London, SW1A 1JT

RECENT TEACHING & RESEARCH

09/15 – 12/16 **Lecturer/Senior Lecturer in Business and Psychology**, University of Derby Online Learning, Enterprise Centre, 37 Bridge Street, Derby, DE1 3LD

SUMMARY OF RELEVANT QUALIFICATIONS

22/01/24 – Date **University of Derby:** Postgraduate Professional Diploma in Forensic Psychology Practice

22/10/16 – 08/08/17 **University of Huddersfield:** MSc Investigative Psychology (Forensic Psychology), distinction

01/09/98 – 13/06/03 **Cranfield University:** PhD Applied Psychology

05/09/93 – 12/07/96 **University of East London:** Professional Doctorate in Occupational and Organizational Psychology.

10/10/88 – 23/07/90 **University of Nottingham:** Postgraduate Diploma in Adult Education, teacher training for FE & HE

31/10/85 – 18/03/93 **Open University:** BA(Hons) Psychology

Membership of Relevant Professional Institutions

The British Neuropsychological Society, 2025
Professional Member of the Vocational Rehabilitation Association, 2024
Expert Witness Institute, rejoined 2023
Academy of Experts, Member (number 2994) 2011
British Psychological Society, Associate Fellow, 2015
British Psychological Society, Chartered Psychologist (number 31939) 1999



ADVANCED ASSESSMENTS LTD

Expert Witnesses & Psychologists

British Psychological Society, Full Member of the Division of Occupational Psychology, 1999
British Psychological Society, Full Member of the Division of Neuropsychology, 2015
British Psychological Society, Full Member of the Division of Academics, Researchers & Teachers in Psychology, 2015
British Psychological Society, Associate Member of the Division of Clinical Psychology, 2011
British Psychological Society, Associate Member of the Division of Child and Educational Psychology, 2011
British Psychological Society, Associate Member of the Division of Forensic Psychology, 2011
Registered with the Health Care Professions Council (Registration number PYL15766) 1999

Professional Courses

Canadian ADHD Resource Alliance, ADHD in Practice, 2023
Colorado State Licensing Board, Mental Health Jurisprudence Examination, 2015
Human Sexuality Training, Psychceu.com (approved by the American Psychological Association) 2015
Child Abuse Training, Psychceu.com (approved by the American Psychological Association) 2015
WPS Publish, Autism Diagnostic Observation Schedule, Second Edition, 2015
WPS Publish, Autism Diagnostic Interview-Revised, 2015
Test User, Occupational Personality, Saville Consulting Wave, 2015
Euro Test User, Occupational, 2015
Forensic Test User, 2015
Assistant Forensic Test User, 2015
Pearson, Wechsler Adult Intelligence Scale (WAIS-IV) Training, 2014
Pearson, Wechsler Memory Scale (WMS-IV) Training, 2014
American Psychiatric Association, Diagnostic and Statistical Manual 5 (DSM-5), 2014
IMA: Accelerating Implementation Methodology, 2014
Test User, Occupational Personality, Occupational Personality Questionnaire, 2012
Dr Craig Childress, Parental Alienation and Pathogenic Parenting Assessment, 2010
APM Group: Managing Successful Programmes Practitioner, 2009
APM Group: PRINCE2™ Project Management Practitioner, 2008
PAR Inc: Personality Assessment Inventory (PAI), 2007
AD&C: Assessment & Development Consultants, approved assessor, 2003
SHL: Design and implementation of Assessment and Development Centres, 2003
SHL: Motivation Questionnaire, 2003
Test User, Occupational Personality, 16 Personality Factor Questionnaire, 2000
Test User, Occupational Ability 1995
Assistant Test User, Occupational Ability, 1995

SELECTED PUBLICATIONS

Horsford, B. I. (2014) *Initial analysis of the equality impact to support the development of the revised Mental Health Act 1983 Code of Practice*, London: Department of Health

Horsford, B. I. (1990). Cultural issues and psychiatric diagnosis. Paper presented at the Abnormal Psychology Study Workshop, Nottingham University. In N. Hayes (1994), *Foundations of Psychology: An Introductory Text*. London: Routledge.

Horsford, B. I. (1986). Psychology, education and race: A Black perspective. *Psychology News & In Mind* 2(1), 11–14.

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 in the invoice 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

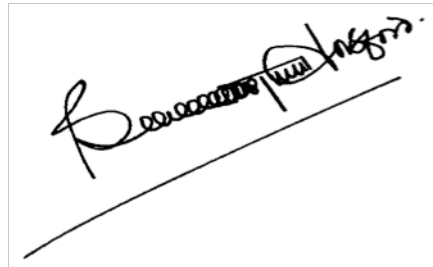
- 10.1 The relationship between the parties is one between independent businesses acting at arm's length, and nothing contained in this Agreement shall be construed as constituting or establishing any partnership, joint venture or relationship of employer and employee between the parties or their personnel.
- 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

A handwritten signature in black ink, appearing to read "Dr Bernard Horsford", is written over a solid horizontal line. The signature is slanted upwards from left to right.

Print Name

Dr Bernard Horsford

For and on behalf of (Advanced
Assessments Limited)

Signed by

Print Name

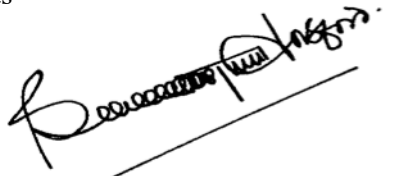
For and on behalf of the
Client

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:

Annexe 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.
- We may automatically delete all the data that we hold on you within seven days of the assessment report being produced or sooner if we do not produce a report.
- 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. 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 with 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