

TERMS AND CONDITIONS

CS Aistear Limited – Forensic Psychology

These Terms and Conditions govern the provision of forensic psychological services by **Cornelia Sakali**, Chartered Psychologist (PSI) and/or Registered Psychologist (CORU), practising as **CS Aistear Limited** (“the Practice”).

By instructing the Practice, the Instructing Solicitor, Court, Agency, or Private Party (“the Instructing Party”) agrees to the following terms.

1. Nature of Services

The Practice provides independent forensic psychological services both in risk assessments and family law proceedings, including:

- Parenting Capacity Assessments
 - Section 32 reports pursuant to the Guardianship of Infants Act 1964 (as amended)
 - Section 47 reports pursuant to Family Law Act 1995 (as amended)
 - Expert witness testimony in District, Circuit, and High Court proceedings
 - Risk/Psychological Assessments
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2. Section 32 Reports (Guardianship of Infants Act 1964)

2.1 Where appointed by the Court under Section 32 of the Guardianship of Infants Act 1964 (as amended), the Psychologist shall:

- Prepare a report addressing the welfare of the child as directed by the Court
- Consider the statutory best interests factors under Section 31 (where relevant)
- Provide independent expert opinion to assist the Court

2.2 The Psychologist’s duty in Section 32 matters is owed exclusively to the Court.

2.3 The scope of the report will be limited to the terms of the Court Order.

2.4 The Practice does not act as an advocate for either parent.

2.5 The welfare and best interests of the child are the paramount consideration in all Section 32 assessments.

3. Duty to the Court

3.1 The Psychologist's overriding duty in all court-directed work is to the Court.

3.2 Opinions are independent, impartial, and based on professional expertise and available evidence.

3.3 The Practice will not tailor opinions to meet the preferences of any instructing party.

4. No Therapeutic Relationship

4.1 Services provided are forensic in nature and do not constitute therapy.

4.2 No therapeutic relationship is established with any adult or child assessed.

4.3 The Practice will not subsequently provide therapy to parties involved in proceedings where a forensic assessment has been conducted, except in exceptional circumstances and with full disclosure.

5. Instructions and Scope

5.1 Services commence only upon:

- A formal Court Order (for Section 32 or court-appointed matters), or
- A written Letter of Instruction (for solicitor-retained matters)
- Agreement of fees

5.2 The Practice reserves the right to:

- Seek clarification of instructions
- Limit work to areas within professional competence
- Decline instructions where conflicts or ethical concerns arise

5.3 Any expansion of scope requires written agreement.

6. Assessment Process

Depending on the referral question, assessments may include:

- Individual interviews with parents
- Interviews with children (where age and development permit)
- Parent-child observational sessions
- Psychological testing
- Review of court documentation

- Review of Tusla, Garda, medical, educational, or therapeutic records
- Collateral interviews

The Practice cannot compel participation. Non-engagement or limited cooperation will be documented and may impact findings.

Audio or video recording of sessions is not permitted without written agreement.

7. Children, Consent and Welfare

7.1 In Section 32 matters, assessments proceed pursuant to Court Order.

7.2 Children will be given age-appropriate explanations of the purpose and limits of confidentiality.

7.3 The child's welfare is central to all assessments.

8. Safeguarding Obligations

8.1 The Practice operates in accordance with Children First: National Guidance for the Protection and Welfare of Children.

8.2 Any disclosure or finding indicating risk of harm to a child may be reported to:

- Tusla
- An Garda Síochána
- Relevant statutory authorities

8.3 Such reporting may occur irrespective of the instructing party's position.

9. Confidentiality and Data Protection (GDPR)

9.1 Forensic and Section 32 assessments are not confidential in the same manner as therapy.

9.2 Information obtained may be included in reports and disclosed to:

- The Court
- Guardian ad Litem (if appointed)
- Other court-directed experts

9.3 The Practice acts as a Data Controller under GDPR and the Data Protection Act 2018.

9.4 Legal basis for processing includes:

- Article 6(1)(b) – Contract
- Article 6(1)(f) – Legitimate interest

9.5 Records are securely stored and retained for a minimum of 8 years, or longer where child welfare proceedings require extended retention.

10. Reports

10.1 Reports reflect professional opinion based on information available at the time of writing.

10.2 Section 32 reports are prepared strictly for the purposes of the Court and must not be used for other purposes without written consent or Court direction.

10.3 The Practice does not guarantee legal outcomes.

11. Fees and Payment

11.1 Fees may include:

- Interviews
- Observations
- Record review
- Psychometric testing
- Report writing
- Case conferences
- Court attendance
- Travel and mileage

11.2 Court attendance is charged at a daily or half-day rate, including waiting time.

11.3 Cancellation of court attendance within [3 working days] may incur full fees.

11.4 Invoices are payable within 30 days.

12. Conflicts of Interest

The Practice reserves the right to withdraw where a conflict arises.

13. Limitation of Liability

To the fullest extent permitted by Irish law:

- The Practice is not liable for court decisions or third-party actions.

14. Withdrawal

The Practice may withdraw where:

- Fees remain unpaid
- Ethical obligations require withdrawal

- Cooperation is insufficient
- A conflict arises
- Safety concerns emerge

Reasonable notice will be provided where possible.

15. Professional Standards

Services are delivered in accordance with:

- PSI Code of Professional Ethics
- Children First National Guidance
- Guardianship of Infants Act 1964 (as amended)
- Family Law Act 1995 (as amended)

16. Governing Law

These Terms are governed by the laws of Ireland and subject to the jurisdiction of the Irish courts.

17. Acceptance

By instructing the Practice or issuing a Court Order appointing the Psychologist, these Terms are deemed accepted.

Signature _____ Date _____