Dr Steven Andrew Birrell
Consultant Psychiatrist

TERMS & CONDITIONS OF INSTRUCTION

Dr Steven Andrew Birrell
SB Squared Solutions Limited - Company number SC626487
v2.0. effective date: 12 October 2026

1. Parties, instructions and independence

1.1 These terms govern independent medico-legal psychiatric services provided by SB Squared Solutions Limited, trading as Dr Steven Andrew Birrell ("Dr Birrell"), to the solicitor, firm, agency or other organisation accepting the instruction ("Instructing Party").

1.2 Instructions are subject to agreement on scope, fees and timescales and written acceptance by Dr Birrell. These terms apply on written acceptance unless different arrangements are expressly agreed in writing. Material changes to scope may require revised fees or timescales.

1.3 Dr Birrell acts independently. His overriding duty to the court or tribunal, where applicable, takes precedence over the interests of the Instructing Party. No particular opinion or outcome is guaranteed.

1.4 Instructions may be declined where a conflict of interest exists, the work falls outside professional expertise, or clinical, legal or ethical obligations prevent acceptance.

2. Assessments and appointments

2.1 Assessments ordinarily take place by videoconferencing, using Zoom or another agreed platform. Face-to-face assessments may be arranged in Edinburgh, at the Instructing Party's premises or at another agreed location. Any additional consulting-room hire is chargeable. Home visits are not undertaken.

2.2 Appointments are ordinarily arranged with at least one week's notice. Details may be sent to the person assessed by email or, where appropriate, telephone. Where an interpreter is required, the Instructing Party ordinarily arranges an appropriately qualified, impartial interpreter.

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Dr Steven Andrew Birrell Consultant Psychiatrist is a trading name of SB Squared Solutions Limited, company number SC626487, Registered office: 123 Irish Street Dumfries, Scotland, DG1 2PE

2.3 Dr Birrell may defer, discontinue or rearrange an assessment where clinical, safety, communication or other professional considerations require it.

3. Records, reports and amendments

3.1 The letter of instruction, relevant medical records, previous expert reports and supporting documentation should be supplied sufficiently in advance. Where material is missing or late, the assessment or report may be deferred; substantial additional material may alter the quotation or timescale.

3.2 Reports are ordinarily supplied electronically in PDF format within four weeks of assessment, provided all necessary information has been received. Delays or revised timescales will be communicated. Urgent timescales may be agreed in advance.

3.3 A paper copy bearing an original signature may be supplied without additional professional fees if agreed at instruction. Reports ordinarily include appropriate references, a glossary and a summary CV, unless otherwise agreed.

3.4 Reports must not be altered, edited or reproduced in a misleading manner without prior written agreement. Requests for clarification or amendment should be referred to Dr Birrell. Suspected misleading alteration may be referred to an appropriate professional or regulatory body where warranted.

3.5 Typographical, administrative and factual corrections, including errors attributable to Dr Birrell, are free of charge. Brief, reasonable clarifications of an existing opinion are ordinarily free. Substantive reconsideration, new evidence, new questions or materially expanded instructions are charged at the applicable hourly rate unless otherwise agreed.

3.6 Supplementary reports or updated opinions concerning a previously assessed person are charged at the applicable hourly rate, subject to a one-hour minimum.

4. Fees and scope of work

4.1 The standard hourly rate for new instructions received on or after 1 April 2026 is £300 plus VAT. Professional time is charged in 15-minute increments (£75 plus VAT per increment), except where a fixed fee or other minimum applies.

4.2 For regular instructing clients, indicative fixed report fees may be offered: Straightforward £1,250 plus VAT (typically fewer than 100 pages of relevant records); Complex £1,750 plus VAT (typically 100–500 pages); Very complex £2,350 plus VAT (typically more than 500 pages). Case complexity and expected work, not page count alone, determine the applicable tier. Fees and scope are confirmed on instruction.

4.3 Unless a fixed fee is expressly agreed, reasonable time spent reviewing records, assessing, preparing reports, corresponding and attending discussions is chargeable. Work outside an agreed fixed-fee scope is charged at the hourly rate, with advance notice where reasonably practicable. All fees exclude VAT.

5. Court attendance, meetings and travel

5.1 Court and tribunal attendance, including waiting time, is charged at the hourly rate plus VAT, with a two-hour minimum. Meetings and conferences with Counsel are charged at the hourly rate plus VAT, with a 30-minute minimum.

5.2 Court dates and other commitments requiring reserved time must be agreed in advance. Travel time is charged at half the hourly rate plus VAT. Travel is ordinarily within the United Kingdom unless otherwise agreed.

5.3 Reasonable travel costs, standard-class rail or air fares, mileage at the applicable HMRC rate, parking and necessary accommodation are chargeable. Significant anticipated expenses will be discussed in advance where practicable.

6. Invoicing, payment and funding

6.1 A detailed invoice is ordinarily issued on or shortly after delivery of the agreed work. Payment is due on receipt of invoice unless different terms have been expressly agreed in writing before instruction. Deferred payment may be agreed in advance.

6.2 Unless otherwise agreed in writing, the Instructing Party is responsible for agreed fees and expenses regardless of litigation outcome or when costs are recovered from another party.

6.3 For a Single Joint Expert instruction, both instructing firms are jointly and severally liable only where both have accepted that arrangement. Where an agency is involved, responsibility for payment must be agreed at the outset; joint and several liability applies only where expressly accepted by the relevant parties.

6.4 Legal aid arrangements, funding restrictions or third-party payment conditions must be disclosed and agreed before acceptance.

7. Cancellation and non-attendance

7.1 For cancellation of court or tribunal attendance with seven or more days' notice, no cancellation fee applies. For less than seven days' notice, a fee equivalent to four hours at the applicable hourly rate plus VAT may be charged. Non-refundable travel or accommodation costs reasonably incurred remain chargeable.

7.2 At least 48 hours' notice is requested to cancel or rearrange an assessment or meeting. Cancellation charges are not ordinarily applied to assessments or meetings, particularly where rearranged within a reasonable period.

7.3 Following two cancellations or failures to attend, Dr Birrell may decline further appointments or discontinue the instruction, taking account of relevant clinical circumstances. Work reasonably completed and agreed or non-refundable expenses remain chargeable.

8. Confidentiality and data protection

8.1 Information will be handled in accordance with applicable confidentiality, professional and data protection obligations. The Instructing Party is responsible for ensuring an appropriate lawful basis for disclosure of personal and medical information.

8.2 Confidential documents should be transferred securely using an agreed method. Information will be stored, retained and disposed of in accordance with applicable requirements and the published Privacy Policy.

9. Withdrawal and termination

9.1 Dr Birrell may suspend, decline to continue or withdraw from an instruction where a conflict emerges, essential information is unavailable, the work is outside competence, or clinical, legal, ethical or practical circumstances prevent appropriate completion.

9.2 Where reasonably practicable, the Instructing Party will be advised promptly. Fees for work reasonably undertaken and expenses properly incurred remain payable, subject to applicable law and agreed terms.

10. Governing law

10.1 These terms are governed by Scots law unless otherwise agreed in writing. Scottish courts have jurisdiction, subject to any applicable mandatory legal requirements.

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