

Scheme for Curator ad Litem and Reporting Officers' Panel

Angus Council requires to appoint a panel of persons from which Curators ad Litem ("Curators") and Reporting Officers may be appointed. This scheme and attached appendices outline the appointment process for Curators and Reporting Officers and the terms of their appointment.

1. Definitions

"Local Authority" means Angus Council.

"Panel Member" means a person appointed to a panel of persons established in accordance with Regulation 3(1) of the Curators ad Litem and Reporting Officers (Panels)(Scotland) Regulations 2001.

"Relevant Experience" means demonstrable experience and knowledge of adoption and permanence law and of practice in relation to child welfare, particularly in relation to looked after children.

"Relevant Legislation" includes but is not limited to Adoption and Children (Scotland) Act 2007, Curators ad Litem and Reporting Officers (Panels)(Scotland) Regulations 2001, Act of Sederunt (Sheriff Court Rules Amendment) (Adoption and Children (Scotland) Act 2007) 2009, Children (Scotland) Act 1995, Children's Hearings (Scotland) Act 2011, Social Work (Scotland) Act 1968 and all subsequent amending legislation.

"Relevant Qualifications" means being a (i) Solicitor or Solicitor Advocate, holding a current practising certificate from the Law Society of Scotland or a person who was formerly a solicitor and held such a practising certificate and has not been struck from the roll of solicitors; or (ii) Advocate, being a practising Member of the Faculty of Advocates; or (iii) Social Worker, holding a current unconditional registration with the Scottish Social Services Council on the part of the Register for social workers, or a person who was formerly a Social Worker

who held such registration and who has not been removed from the Register for reasons relating to misconduct or fitness to practise.

“Services” means Curator ad Litem and Reporting Officer services.

2. Qualifications and Experience

The Panel Member shall, when submitting a nomination application, confirm that they have: -

- (i) the Relevant Qualifications;
- (ii) the Relevant Experience;
- (iii) knowledge of the Relevant Legislation;
- (iv) the capacity to perform the duties of the role as identified in Paragraph 12 of the Act of Sederunt (Sheriff Court Rules Amendment) (Adoption and Children (Scotland) Act 2007) 2009.

3. Process for Nominations and Appointment to the Panel

- (i) The Local Authority shall invite nominations for persons as potential members of the panel from the Sheriff Principal, other Local Authorities and such other persons as it may consider appropriate;
- (ii) The Local Authority may take such steps as it considers appropriate after consultation with the Sheriff Principal, including making nominations itself and advertising to secure the nomination of panel members and;
- (iii) Appendix 1 outlines the nomination application process.

4. Scheme Membership

- (i) The Panel Member acknowledges and agrees that they are appointed by the Court. The appointment is a public appointment, and the Panel Member is deemed to be a public officeholder.
- (ii) The Panel Member acknowledges that: -
 - a) the scheme membership does not constitute a contract of employment;

- b) when providing the Services they will be acting in an individual capacity.
- (iii) The Panel Member undertakes to disqualify themselves from appointment in cases where they have prior personal knowledge of any of the parties to the case or if the appointment in any way represents a conflict of interest, actual or perceived.
- (iv) The Panel Member undertakes to submit reports in accordance with Paragraph 12(d) of the Act of Sederunt (Sheriff Court Rules Amendment) (Adoption and Children (Scotland) Act 2007) 2009.

5. Length of appointment

- (i) The initial appointment will be for a period of 3 years, or for such other lesser period as the Sheriff Principal and the Local Authority consider appropriate.
- (ii) A Curator or Reporting Officer may apply to be re-appointed. Any application for reappointment should be sent in advance to the Local Authority for consideration by it and the Sheriff Principal. Up to date information confirming the applicant's continuing eligibility for appointment will be required. Any re-appointment shall be for a period not exceeding three years as determined by the Local Authority after consultation with the Sheriff Principal.

6. Termination of Appointment

The Local Authority shall be entitled to terminate any appointment with immediate effect, without written notice, where: -

- (i) the Local Authority is satisfied that the Panel Member is unable, unfit or unsuitable to continue to carry out the functions of a Panel Member;
- (ii) the Sheriff Principal or any Sheriff or Summary Sheriff in the Sherifffdom reports to the Local Authority that the Panel Member is unable, unfit or unsuitable to continue to carry out the functions as Panel Member; or
- (iii) the Panel Member no longer meets the Relevant Qualifications and Relevant Experience standards specified in Paragraph 1.

The Panel Member may terminate their appointment at any point by: -

- (i) giving the Local Authority notice in writing;

7. Confidentiality & Data Protection

- (i) The Panel Member will not include any information which could potentially identify prospective adopters' or foster carers' names, location or employment in any report prepared in respect of the Services;
- (ii) The Panel Member will not specify in any report prepared in relation to the Services, the name of any child or children's nursery, school or any other information that may lead to the identification of the prospective adopters or foster carers or their location.
- (ii) The Panel Member acknowledges that they will comply with the Data Protection Act 2018 as amended.

8. Expenses and fees

- (i) Payment for the provision of the Services will be made at the rates stated in the Fees and Expenses Table [Appendix 2], as revised from time to time.
- (ii) Panel Members will invoice the Council on completion of Services, in accordance with Clause 8 (i) above; which shall be accompanied by a list of fees and expenses charged for.

9. Insurance, Liability and indemnity

- (i) The Panel Member agrees to indemnify the Local Authority from and against any loss, damage, costs, or liability incurred by the Local Authority from any breach by the Panel Member of their duties or inappropriate or negligent use of any data or information supplied to the Panel Member.

SIGNED by the Panel Member

PRINT NAMEDate:

APPENDIX 1

Guide for Application to the Curator ad Litem and / Reporting Officer Panel for Angus Council (“the Local Authority”) (“the Panel”)

This guide is based on the rules for application and appointment set out in Curators ad litem and Reporting Officers (Panels) (Scotland) Regulations 2001/477 (Scottish SI).

Nomination Process

Please submit your application for nomination to the Local Authority. This should be clearly marked for the attention of Tina Kidd, Legal Manager at <KiddT@angus.gov.uk>.

You should list your qualifications and experience in the application. For guidance, please see the Contractual Terms and Conditions where the required “Relevant Experience” and “Relevant Qualifications” are defined.

Please note that the Local Authority cannot accept your application for nomination unless you are able to demonstrate that you possess the relevant qualifications and / or experience.

You will also be required to undertake an Enhanced Disclosure check at your own cost.

When your application for nomination has been received, it will be processed by the Local Authority. If the Local Authority are satisfied with your application, it will then consult with the Sheriff Principal. The Local Authority may also consult with other Local Authorities and any other persons it considers necessary with respect to the suitability of your appointment, including Sheriffs, Summary Sheriffs, Sheriff Clerks, local Faculty/Bar Association and representatives of Local Authorities’ Legal and Social Work Departments.

The Local Authority will notify you of the outcome of your application.

The Sheriff Principal may, independently from this process, nominate individuals to the Panel. Provided the individual has the Relevant Qualifications and Relevant Experience as required in terms of the scheme, the Local Authority will appoint that individual to the Panel.

Any decision in respect of your appointment is final and not subject to appeal.

Part 1- Fees and Expenses Table

1	Joint Appointment as Curator ad Litem and Reporting Officer (Appointment Fee)	Fixed fee £840	Covers the first 10 hours of work which includes: Investigation, written report including any interim report, written and verbal communications, attendance at hearings and meetings and administrative expenses.
2	Single Appointment as either Curator ad Litem or Reporting Officer (Appointment Fee)	Fixed fee £750	Covers the first 10 hours of work which includes: Investigation, written report including any interim report, written and verbal communications, attendance at hearings and meetings and administrative expenses.
3	Additional Child appointment fee - Joint Appointment as Curator ad Litem and Reporting Officer (Appointment Fee)	Fixed fee £200	Covers the first 10 hours of work which includes: Investigation, written report including any interim report, written and verbal communications, attendance at hearings and meetings and administrative expenses.
4	Additional Child appointment fee - Single Appointment as either Curator ad Litem or Reporting Officer (Appointment Fee)	Fixed Fee £150	Covers the first 10 hours of work which includes: Investigation, written report including any interim report, written and verbal communications, attendance at hearings and meetings and administrative expenses.
5	Daily Court attendance fee	£42 per hour up to a maximum of £210 per day	To be paid only after the first 10 hours referred to in the Appointment Fee have been completed. Includes the time spent travelling to and from a Court hearing and time spent at the hearing.

6	Additional Work not covered in paragraphs 1-5 above	£45 per hour	To be paid only for additional work not already covered or referred to in paragraphs 1-5 above which includes, but is not limited to, further investigation, additional written report, or further written/verbal communications. The Panel Member must seek prior authorisation from the Local Authority before commencing work on the foregoing.
7	Mileage	£0.45 per mile	Mileage
8	Exceptional accommodation or transport	To be agreed with Relevant Local Authority	Cannot be claimed retrospectively and can only be paid where the Panel Member has sought and received prior authorisation from the Local Authority.