Court Attendance and Subpoena Policy

Balanced Perceptions Therapy & Consulting

Effective 15 October 2026

This policy explains how BPTC manages subpoenas, legal correspondence, compelled production of records and requests for the treating therapist to attend court or another legal proceeding. It also sets out BPTC's professional role, payment requirements and applicable fees.

BPTC is a therapeutic practice. The treating therapist may provide factual evidence arising from treatment but does not act as an independent expert witness or forensic assessor.

1 Subpoenas and legal requests

A subpoena or other compulsory request must be validly issued and served on Balanced Perceptions Therapy & Consulting or the treating therapist. BPTC may seek legal advice about validity, scope, confidentiality, privilege, objections or compliance before releasing information.

- Any conduct money required by the applicable court rules must accompany the subpoena or be paid as directed.
- BPTC will identify and produce only material that is legally required or permitted.
- Reasonable time spent reviewing the request, locating and collating records, considering third-party information, redacting material, corresponding with parties and preparing production is billable.
- Where lawful and appropriate, BPTC may notify the client of the request. A legal requirement may override the need for client consent.
- This policy does not alter any deadline or obligation imposed by legislation, court rules, a subpoena or a court order.

2 Fees for legal work

Service	What is included	Fee
Subpoena or legal correspondence	Initial review, liaison, document collation, review and redaction.	$250 per hour plus GST
Statement or file summary	Preparation or revision of a factual written statement, summary or supporting material.	$250 per hour plus GST
Court attendance or testimony	Preparation, travel, waiting, attendance, testimony and follow-up work.	$433 per hour plus GST Six-hour minimum, prepaid
Travel	Travel time required for attendance away from the practice.	$433 per hour plus GST

External costs reasonably required for the matter, such as copying, secure delivery or legal advice, may also be charged where agreed or permitted. BPTC will provide an estimate where reasonably practicable.

3 Court attendance bookings

Court attendance is not confirmed until BPTC accepts the request and the six-hour minimum has been paid in cleared funds. The minimum covers time reserved and unavailable for clinical appointments.

Once attendance time has been reserved, the six-hour minimum remains payable if the matter is delayed, adjourned, settled or cancelled, unless BPTC agrees otherwise or a refund is required by law. Time beyond the prepaid amount, including additional preparation, waiting, travel or attendance, will be invoiced at the applicable rate.

The requesting party must provide accurate hearing details, contact information, attendance requirements and any changes as soon as they become known. BPTC cannot guarantee that other clinical commitments can be moved to accommodate late requests or changed dates.

4 Professional role and boundaries

Unless separately retained and qualified for an expert role, the treating therapist attends only as a factual witness. Evidence is limited to the clinical record, attendance, information received during therapy, interventions provided and observations made within the therapeutic relationship.

The treating therapist does not provide independent opinions about:

- legal findings or disputed facts
- the credibility or truthfulness of any person
- parenting capacity
- court-related risk or forensic conclusions
- matters outside the therapist's qualifications, records or direct observations

BPTC may decline a voluntary legal request that falls outside the therapeutic role, creates a conflict, could mislead the recipient or cannot be completed ethically. This does not limit any legal duty to comply with a valid compulsory process.

5 Payment responsibility

Legal and court-related work requires prepayment based on the estimated time. If the work exceeds the estimate, the additional amount is payable on invoice. Payment is required before voluntary written work is released and before court attendance is confirmed, unless BPTC is required by law to proceed or agrees otherwise in writing.

The person or organisation requesting the work is responsible for payment unless another arrangement is accepted by BPTC or a court determines otherwise. Where a client asks BPTC to respond to their representative, the client remains responsible if the representative or another third party does not pay.

6 Confidentiality and records

Legal proceedings can require disclosure of sensitive information and may affect the confidentiality ordinarily expected in therapy. BPTC will take reasonable steps to protect health information, address third-party material and limit disclosure to what is required or authorised. BPTC cannot guarantee that information lawfully produced will remain confidential once it enters a court or legal process.

7 Ethical and legal framework

BPTC manages legal requests in accordance with applicable professional and legal obligations, including the AASW Code of Ethics, the Privacy Act 1988 (Cth), the Australian Privacy Principles, the Health Records Act 2001 (Vic), the Evidence Act 2008 (Vic), applicable court rules and other relevant legislation.

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