

## TERMS & CONDITIONS FOR MEDICO-LEGAL REPORTING – H.J.C.R BELCHER

I set out below the terms and conditions upon which I am prepared to accept appointment as an expert witness. These terms will be the only terms which apply to the appointment and may only be amended by agreement in writing.

### 1. Fees

#### Reports

- 1.1 All fees are subject to VAT.
- 1.2 My hourly rate is £250 for report production.
- 1.2 I will provide, on request, an estimate of my fees to cover the initial report. I will keep these under review and advise you as promptly as possible if I believe they will be exceeded.
- 1.3 I will charge all time spent in connection with this Appointment, including but not limited to, all investigations, preparing reports, and telephone or written attendance on your Client and/or Instructing Solicitors or their Agents.
- 1.4 All disbursements will be reimbursed. Disbursements will include travel, photocopying, and reasonable accommodation and subsistence costs (as required).
- 1.5 I will invoice upon delivery of my report. Payment will be due within 6 months of the date of the invoice or the closure of the matter, whichever is soonest.
- 1.6 I am not prepared to have my accounts subjected to assessment and look to you, my Client, to fund any assessment deducted relating to the case, at any time.
- 1.7 You will arrange for these to be paid promptly. If you have any reason to believe the paying party may be unable to pay any fees or other sums due to me you will notify me immediately.
- 1.8 Where I am instructed as a Single Joint Expert by the solicitors of both parties, both firms of Instructing Solicitors will be jointly and severally liable for the fees and disbursements.
- 1.9 No charges will be payable in respect of an appointment with Instructing Solicitors and/or your Client where at least 48 hours notice of cancellation is given. If the consultation or appointment is cancelled less than 48 hours in advance, an administrative fee of £100 will be levied to cover preparation time and room rental.
- 1.10 You will be responsible for the payment of investigations invoiced by the hospital, including but not limited to, x-rays, MRI, blood tests.

#### Additional Fees

##### I charge the following:

Conference with Counsel (including travel & preparation)		£250/hr
Court Appearance (irrespective of whether oral evidence is given)		£1000/half day
Court cancellation* (per scheduled half day)	6 weeks notice	£125
	2 weeks notice	£250
	1 weeks notice	£500
	On the day	£1000

\* NHS work requires 6 weeks notice of cancellation of operating lists and clinics. Therefore if cancellation occurs with less than 6 weeks notice a fee will be charged.

## **2. Instructing Solicitors (or their Agent) Obligations:**

- 2.1 are responsible for giving adequate instructions and obtaining all relevant notes, records and investigations, and shall check that all relevant matters are addressed in the reports.
- 2.2 shall:
  - 2.2.1 provide me with all information which might reasonably be expected to be relevant in enabling me to fulfil my responsibilities under this Appointment (“Information”) as and when it becomes available to your Client and/or to Instructing Solicitors or their Agents;
  - 2.2.2 ensure that the Information provided or prepared by your Client or on your Client’s behalf is complete and accurate in all material aspects and not misleading and is updated as necessary (informing me immediately if your Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect). Instructing Solicitors acknowledge that I shall, and am entitled to, rely upon all Information provided to me, that I shall not be responsible for the accuracy or verification of any Information and that my report will be provided only on the basis of the Information disclosed to me by you and the Client.

## **3. Right to Terminate**

The Appointment is subject to receipt of all necessary and relevant information from you in sufficient time to prepare a response and payment of invoices as they fall due. I will advise you promptly if:

- 3.1 instructions are not acceptable because, for example, they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear;
- 3.2 I consider that instructions are or have become insufficient to complete the work;
- 3.3 I become aware that I may not be able to fulfil any of the terms of Appointment; or
- 3.4 I am not satisfied that I can comply with any orders that have been made.  
This retainer may be terminated by Instructing Solicitors at any time by written notice. Where I am instructed jointly termination will be effective when I have received written notice from all instructing parties.

Termination will not affect my entitlement to payment of any fees for work conducted or invoiced before the date of the termination.

Upon termination, all documents and materials provided to me for the purpose of this Appointment must be returned promptly to Instructing Solicitors or securely destroyed.

## **4. Intellectual Property**

I will own the copyright in all reports and/or materials produced by me. Additionally, I will retain the title to all reports and/or materials produced by me until I have received full payment in accordance with paragraph 1 above.

**5. Confidentiality**

I will treat all information, facts, matters, documents and all other materials of a confidential nature which I receive or create as a result of this Appointment as confidential, (except insofar as I have to refer to them when setting out the substance of my instructions in your report or as required by law).

**6. Conflict**

You have notified me in writing of all parties who have some limited involvement in this matter including Counsel and solicitors and other experts already instructed in this case. I confirm that I do not have an actual or potential conflict of interest in accepting this Appointment in respect of any parties so named and that I will let you know without delay if I become aware of such a conflict.