



TERMS & CONDITIONS FOR MEDICO-LEGAL REPORTING

I (Martin Middleton) 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. My hourly rate is £180 for medicolegal services.
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.
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.
4. Domiciliary consultations incur additional travel costs; charged at 50% of Expert Witness rate per hour and 50p/mile from the correspondence address of SG5 3AX.
5. Remote clinical locations may incur additional fees; these will be advised prior to commencing the case.
6. I will invoice upon delivery of my report. Payment will be due within 3 months of the date of the invoice or the closure of the matter, whichever is soonest.
7. If any payment due to me is not paid by the due date for payment, interest shall accrue on the overdue amount at the statutory rate. Such interest shall accrue on a daily basis from the due date for payment until the date of actual payment.
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.
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.
10. If your Client and/or Instructing Solicitors fails to attend a consultation or appointment without notice, your Client shall pay on demand the sum of £360 by way of liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of the loss of earnings that I would suffer in the event that your Client and/or Instructing Solicitors fails to attend a consultation or appointment without notice.
11. **Court Appearance Charges:-**

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| Attendance at court | £1000 per day or part day |
| Cancellation at least 6 weeks before specified court date | No Charge |
| Cancellation 4 to 6 weeks before specified court date | £210 per booked day |
| Cancellation 2 to 4 weeks before court date | £420 per booked day |
| Cancellation 0 to 2 weeks prior to specified court date | £630 per booked day |

2. Instructing Solicitors (or their Agent) Obligations:

1. are responsible for giving adequate instructions and obtaining all relevant notes, records and investigations.
2. shall provide me with all information which might reasonably be expected to be relevant in enabling me to fulfil my responsibilities under this Appointment as and when it becomes available to your Client and/or to Instructing Solicitors or their Agents;
3. shall 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

1. 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:
 - a. instructions are not acceptable because, for example, they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear;
 - b. I consider that instructions are or have become insufficient to complete the work;
 - c. I become aware that I may not be able to fulfil any of the terms of Appointment; or
 - d. I am not satisfied that I can comply with any orders that have been made.
2. 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.
3. Termination will not affect my entitlement to payment of any fees for work conducted or invoiced before the date of the termination.
4. 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.

Mr Martin Middleton BSc (Hons)

Middleton Medicolegal, 6 Meadow Way, Offley, Hertfordshire, SG5 3AX

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4. 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).

5. Insurance

I confirm that I hold professional indemnity insurance in respect of the Appointment.

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.

7. 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 1.1 above. Subject to receipt of all payments due your Client is authorised to use the same for the purposes of the matters contained in the Schedule.

8. Responsibility

I confirm that the work which is carried out in relation to this retainer will be my own and will not be delegated or sub-contracted to someone else.

9. Joint Instructions

In circumstances where I am jointly instructed by Instructing Solicitors, both sets of Instructing Solicitors must sign and return a copy of this letter and completed schedule within seven days and ensure it is copied to all Instructing Solicitors. It is for Instructing Solicitors to resolve any disagreements the parties may have in relation to instructions or to clearly identify areas of disagreement in the Schedule. Instructing Solicitors should note that Paragraph 17 of the Protocol will apply.

10. Governing Law

This Appointment is subject to English law and the parties hereto submit to the exclusive jurisdiction of the English courts.

11. Force Majeure

I shall not be liable for any delay in the performance of any obligations under this Appointment (and the time for the performance of any obligations under this Appointment shall be extended accordingly) if such delay arises from or is attributable to acts, events, omissions or accidents beyond my reasonable control including but not restricted to, ill health, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, and acts or omissions of subcontractors or third parties. Please complete the Schedule to enable me to confirm acceptance of the Appointment and sign and return the enclosed copy letter to confirm acceptance of these terms and conditions [subject to my confirmation of acceptance. In signing these terms for your Client, you warrant that you have all requisite full power and authority to do so both as agent for your Client(s) and in your own capacity to the extent that you undertake direct obligations.

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| Specific disbursements agreed for case: | Your signature: Your Name: Company: Client Name: Date: |
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