

Mr Richard Edwards B.Sc.(Hons) MB FRCS (Neuro.Surg)
Consultant Neurosurgeon

MEDICOLEGAL WORK: TERMS OF ENGAGEMENT

The Civil Procedure Rules (CPR) 35.3 provides that it is the duty of the expert to help the court in matters within his expertise, and that this duty overrides any obligation to the person who instructed him or by whom he is paid.

My duty is therefore to provide an objective, unbiased opinion, which will be my independent product, uninfluenced by the pressures of litigation.

I request that instructing Solicitors inform me how the case is being funded, and whether they have the necessary authority. For joint instructions, the Solicitor(s) responsible for fees should be identified.

Instructing Solicitors should advise me of the current stage of proceedings.

Instructing Solicitors should identify, as clearly as possible, all the specific issues to be addressed in the report.

I will not commence work on the report until all documentation, including all relevant radiological imaging relating to the report, is received.

I expect to be notified well in advance of any planned court appearance. Clients are reminded that as a full time practising clinician I generally require 8 weeks advance notice for court attendance.

CHARGES:

Preparation:

No charge is made for initial telephone discussions with solicitors concerning cases.

For reviewing all necessary material such as case notes and radiological investigations, research and for preparation of the report , plus any subsequent *major* amendments and supplementary reports as requested or preparation for court appearance: £250 per hour.

For any clinical assessment required for preparation of a Report: £250 per hour.

If instructed or if all required material for preparation of report delivered within 4 weeks of report being required or of possible Court appearance the standard fee above will be increased to £300 per hour.

In the event of one of your clients failing to keep an appointment without due notice of five working days, I reserve the right to submit an account for £250.

The above fees include secretarial costs and room charges.

Please note that any overall estimates of cost are not binding.

Attendance:

Court attendance: £250 per hour
This includes evidence given by video link.

Case Conferences and meetings with counsel, including teleconferencing: £250 per hour.

Travel:

Travelling to court, conferences or meetings with Counsel: £120 per hour in addition to travel and subsistence costs.

Travel by rail: First Class fare & Taxi fares to and from stations.

Travel by car: 50p per mile + any parking charges.

Cancellation Charges:

Notification given within 48 hours or less of planned appearance: £1800

Notification given within 7 days of planned appearance: £900

The above charges will only be applied if annual or unpaid leave has been arranged to attend Court and cannot be changed. Otherwise cancellation charge will only reflect expenses incurred by the time of notification of cancellation such as pre-booked travel tickets.

Miscellaneous:

Additional reasonable costs incurred e.g. excess postage; hotel expenses if overnight stay required for court attendance etc. may be charged separately.

Settlement:

Please note these fees will not be subject to assessment or taxation by the Court.

For cases not funded by the Legal Services Commission, invoices are to be settled within 4 weeks of submission.

For cases funded by the Legal Services Commission:

I expect the instructing solicitors to provide the LSC with an advance estimate of costs and to have obtained prior authority from the LSC to settle my fees. I will notify the instructing solicitor if there is going to be a significant deviation from the estimated fee in order that additional funding can be sought. For LSC funded cases only, I will accept

any assessment by the Judge, at the conclusion of the case. I expect invoices to be settled within 60 days of submission.

I reserve the right to withhold submission of the completed report pending receipt of fees.

Should accounts not be settled within the agreed period, at my discretion, I reserve the right to charge interest on unpaid accounts at the rate of 2% per month, or part of a month, until settlement is received.

Retention of Case notes:

Unless specifically requested not to, and for a mutually agreeable reason, I reserve the right to destroy case notes provided to me by my Instructing Solicitors at the conclusion of my involvement in any case.

Terms application:

These terms override the terms and conditions of any instructing party **unless agreed in writing in advance by me.**

Operation of Terms:

These terms and conditions will apply to all instructions received on or after 22th April 2008.

If I am sent instructions on any case this constitutes an acceptance of my terms and conditions of engagement.

Richard J. Edwards BSc (Hons), MB BS, FRCS, FRCS(Neuro.Surg).

Consultant Neurosurgeon

22nd April 2008