

MICHAEL A FOY MEDICO-LEGAL LTD

**1 Neates Yard
High Street
Marlborough
SN8 1LZ**

TERMS AND CONDITIONS

1. General

The following terms and conditions shall apply to the provision of medical reports and expert medical witness work by Mr M A Foy FRCS or Consultant of equivalent status, as long as alternative expert is agreed in advance by the instructing party. ("the Medical Witness").

2. Charges

2.1 Preparing a written report, including inspection of **all** relevant documentation, medical records and all other time spent in relation to this matter (apart from 2.2 below) is **£250 per hour**. This usually means that the fee range for Personal Injury Cases is between **£500 - £1,500** while the fee range for Negligence Cases is usually between **£750 - £2,500**.

2.2 Making myself available to give evidence as a Witness in Court: **£2,500 per full day** or **£1,250 per half day**. Plus related expenses: full reimbursement for first-class rail travel, business class air travel, car at £1.20 mile, all sub-contracted work and all other expenses reasonably incurred or approved in writing by you.

2.3 If the Instructing Solicitors cancel their request for a Medical Report before completion, the Medical Witness shall be entitled to charge Instructing Solicitors an appropriate fee reflecting work and administrative time to the date of cancellation.

2.4 When the Medical Witness makes himself available to give evidence in **Court** and, subsequently, due to an out-of-Court settlement or for any other reason, is no longer required to appear on the date/dates originally specified, the Medical Witness shall be entitled to charge a percentage of the original fee agreed for appearing in Court (the "original fee" meaning the agreed daily rate multiplied by the number of days at Court for which the Medical Witness makes himself available) depending on the number of working days' notice of cancellation by the Instructing Solicitor as follows:

2.5 If the case cancels within **21 days** for the appointed trial date **50 percent** of the fee is payable. If the case cancels within **7 days** of the appointed trial date **full** fee is payable.

2.6 The amount due to the Medical Witness shall not be subject to reduction as a result of a detailed assessment of Court imposed limitation. It shall be the sole responsibility of the Instructing Solicitors:-

- a) To ensure the Medical Witness charges are no higher than reasonably necessary for the purposes of the litigation; and
- b) In Legal Aid cases, to obtain prior approval of the Medical Witness charges from the Legal Services Commission.

3. Payment

Instructing Solicitors shall pay all sums within **42 days** of the date of the invoices unless otherwise agreed in advance. If Instructing Solicitors are late in payment, interest at three percent per annum above the base rate for the time being of Barclays Bank PLC will automatically be added to the sum due. The Medical Witness reserves the right at all times to require advance payment for the written reports(s) prior to supplying the report(s) to Instructing Solicitors.

4. Indemnity

It shall be the duty of Instructing Solicitors, so far as possible:

- 4.1 When requested by the Medical Witness to obtain and provide the Medical Witness with all relevant medical records including x-rays and scans;
- 4.2 To give adequate instructions to the Medical Witness;
- 4.3 To check that the factual matter covered in the Medical Witness' report(s) and replies to any pre-trial questions are correct, appropriate and complete.

5. Single Joint Expert

If the Medical Witness is instructed by two or more Instructing Solicitors **Terms and Conditions** shall apply subject to contrary agreement between the Instructing Solicitors and the Medical Witness. Each Instructing Solicitor will be jointly and severally liable for all the Medical Witness' fees and expenses.

Clients name: **Your Reference:**.....

Instructing Party Name and Address: **The above Terms and Conditions are agreed and accepted:**

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..... **Signed:**.....

..... **Date:**.....