

TERMS AND CONDITIONS FOR MEDICOLEGAL REPORTING – HELEN GARROTT

I set out below the terms and conditions upon which I am prepared to accept appointments 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.

Please confirm your acceptance by signing (both on behalf of your Client [as their authorised agent], and to confirm your obligations as Instructing Solicitors) and returning a copy of this letter.

1. Fees

Reports

- 1.1 All fees are exclusive of VAT.
- 1.2 My hourly rate is £300 for consultation, examination and report production and is subject to review annually.
- 1.3 I will provide, on request, an estimate of my fees to cover the initial report. I will keep these under review and advise you or your Client as promptly as possible if I believe they will be exceeded.
- 1.4 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.
- 1.5 All disbursements will be reimbursed. Disbursements will include travel, photocopying and reasonable accommodation and subsistence costs (as required). Any travel will only be within the United Kingdom; rail and plane travel will be first class and car mileage charged at £0.45 per mile. I will provide your Client with receipted invoices in respect of all disbursements claimed.
- 1.6 I will invoice upon delivery of my report. Payment is due within 90 days of the date of invoice.
- 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. Where I am instructed by an Agency which has itself been instructed by solicitors, both the Agency and its Instructing Solicitors will be jointly and severally liable for payment of the fees and disbursements.
- 1.9 If any payment due to me under the terms of the Appointment is not paid by the due date for payment (the "Due Date"), interest shall accrue on the overdue amount at the statutory rate. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment, whether before or after judgment.

- 1.10 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 of appointment is cancelled less than 48 hours in advance, an administrative fee of £195 will be levied to cover preparation time and room rental.

Additional fees

Travel costs	£150 per hour
Appointments cancelled with less than 1 weeks' notice	£195
Patient non-attendance on the day	£195
Cancellation of confirmed appointment	£50
Court attendance	£1,800 per day
Court attendance cancellation with less than 2 days' notice	£1,600 per day
Court attendance cancellation with less than 1 weeks' notice	£800 per day
Court attendance cancellation with less than 4 weeks' notice	£50 per day

2. Instructing Solicitors' Obligations

- 2.1 Are responsible for giving adequate instructions, and obtaining all relevant notes, records and investigations, and shall check that all relevant matters and addressed in the reports.
- 2.2 shall:
- 2.2.1 Provide me with, or procure provision of, 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;
- 2.2.2 Ensure that the information provided or prepare 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).
- 2.2.3 Instructing Solicitors acknowledge that I shall, and am entitled to, rely upon all information provided to me, that ai 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.
- 2.3 Confirm that my charges are no higher than reasonably necessary for the purpose of litigation bearing in mind my professional expertise and where necessary, that prior approval has been/will be obtained from the Legal Aid Board or any other third-party payor in respect of my charges.
- 2.4 Agree to comply with and to take all reasonable steps to assist me in complying with the Protocol and the Civil Procedures Rules referred to in Clause 3.

3. Duties to the Court

- 3.1 I confirm that I have read and comply with the Protocol published by the Civil Justice Council, CPR35, PD35, and PD Pre-Action Conduct. In particular, I understand that although I owe a duty of care to your Client and Instructing Solicitors to exercise reasonable skill and care in carrying out their instructions, my primary duty as an expert witness is to provide independent and unbiased evidence to the Court.

4. Insurance

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

5. 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:

- 5.1 Instructions are not acceptable because, for example, they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear;
- 5.2 I consider that instructions are or have become insufficient to complete the work;
- 5.3 I become aware that I may not be able to fulfil any of the terms of the Appointment; or
- 5.4 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 by 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, save for one copy that I may retain for my records.

6. 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.

7. 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 of as required by law).

8. 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 inform you without delay if I become aware of such a conflict.

9. Governing Law

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

9. 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 a 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 of omissions of subcontractors or third parties.

Yours faithfully

Ms Helen Garrott