

TERMS AND CONDITIONS

The Schedule sets out the requirements relating to the Appointment. Please confirm your acceptance by signing on behalf of your Client, as their authorised agent and to confirm your obligations as Instructing Solicitors and returning a copy of this letter.

FEE SCHEDULE

1.1 In consideration of the provision of my services as expert witness under the Appointment, fixed fees as outlined below are payable:

Medical Report based on written evidence only: £500 - £600

Medical Examination: £250

Additional Report: £200

Attendance at Court: £500 per day + 1st class travel expenses

Reports which are likely to require significant research, complex evidence consideration or requiring heavy time commitment will be charged over £600 at a rate of £200.00 per hour. As soon as this is obvious I will inform you prior to proceeding. Fees are to be payable by bank transfer. In addition, all disbursements will be reimbursed by your Client. I will inform you when the Report is ready and enclose a fee note.

I expect payment of fees within 6 months or conclusion of the case, whichever is sooner. Interest will be charged for late payment after 12 months (unless further delayed payment has been agreed) under the meaning of 'Late Payment of Commercial Depts (Interest) Act 1988. Fees settled within 21 days after having received my fee note will receive a 10% reduction.

1.2 Disbursements will include travel, and reasonable accommodation and subsistence costs. Any travel will only be within the United Kingdom; rail and plane travel will be first class. I will provide your Client with receipted invoices in respect of all disbursements claimed.

1.3 Invoices will be addressed to your Client but sent to your offices. You will arrange for these to be paid promptly. If you have any reason to believe your Client or other paying party may be unable to pay any fees or other sums due to me you will notify me immediately. If fees are funded by the Legal Aid Board or other third party you will advise me before the Appointment is confirmed and you will ensure all invoices are promptly forwarded and settlement made within 6 months of the date of the invoice.

1.4 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 Fixed Fee 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 Fixed Fee and disbursements.

1.5 In the event of any court appearance being cancelled, for whatever reason, the full fee shall be paid unless I receive notification 7 days in advance. A cancellation charge of half the court fee per day booked (ie: £250) will be paid where notification of cancellation is received with between 6 and

21 days notice. In respect of notification received in advance of 21 days, all charges will be waived.

1.6 No charges will be payable in respect of a cancellation of consultation or 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 £150 will be levied.

1.7 If your Client and/or Instructing Solicitors fail[s] to attend a consultation or appointment without notice, your Client shall pay on demand the sum of £250 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 fail[s] to attend a consultation or appointment without notice.

1.8. All fees are exclusive VAT.

I accept the terms and conditions as mentioned above on behalf of my Client as their authorized agent confirming my obligations as Instructing Solicitors for and on behalf of [firm's name].

Signature

Date