

TERMS AND CONDITIONS - Gordon Muir Urological Surgery Expert Witness

1. The following terms and conditions shall apply to the provision of medical reports and expert medical witness work by Mr GH Muir, Consultant Urologist.
2. Charges
 - a. 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 £395 per hour (currently not subject to VAT.) For cases of average complexity Mr Muir will usually take one hour to examine two hundred pages of medical records. Desktop liability reports can be arranged for a fixed fee. Preparation of a report will usually take between one and two hours. Minor revisions will be included in the report fee. A firm quote can be given after perusal of the notes bundle if needed. Extra charges will be made if notes are not legible, in date order, or properly orientated.
 - b. If the Instructing Solicitors cancel their request for a Medical Report before completion, Mr Muir shall be entitled to charge Instructing Solicitors an appropriate fee reflecting work and administrative time to the date of cancellation.
 - c. 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 will be paid where notification of cancellation is received with between 6 and 21 days notice, and 20% of the court fee per day booked will be paid if notification is received between 22 and 30 days in advance. In respect of notification received in advance of 31 days, all charges will be waived.
 - d. No charges will be payable in respect of a 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 £125 will be levied.
 - e. 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 £175 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.

- f. Availability to give evidence as a Witness in Court: £2,500 per full day or £1,250 per half day. Related expenses such as travel, subsistence and accommodation to be agreed in advance.
 - g. When Mr Muir 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, Mr Muir 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 Mr Muir makes himself available) depending on the number of working days' notice of cancellation by the Instructing Solicitor as follows:
 - h. 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 the full booked attendance fee is payable.
 - i. The amount due to Mr Muir 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 to ensure Mr Muir's charges are no higher than reasonably necessary for the purposes of the litigation; and, in Legal Aid cases, to obtain prior approval of the Medical Witness charges from the Legal Services Commission.
3. If examination is needed as part of a report this will usually be at the Shard Diagnostic and Treatment Centre, where all necessary supporting investigations can usually be arranged as part of a one stop visit for the claimant. Mr Muir will endeavour where possible to determine if such tests are needed and can arrange for them to be arranged and carried out subject to prior approval by the instructing solicitor and the consent of the claimant.
4. Payment: Instructing Solicitors shall pay all sums within 30 days of the date of the invoices unless otherwise agreed in advance. Mr Muir is unable to accept cases with settlement at completion.
5. Indemnity: It shall be the duty of Instructing Solicitors, so far as possible, when requested by Mr Muir to obtain and provide him with all relevant medical records including x-rays and scans, and ensure that the documentation supplied to the Medical Expert is complete, properly filed and annotated, and legible. Electronic records are preferred if possible.

6. 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:

Signed:

Date: