



Terms and Conditions

Mr C Dawson MS FRCS LLDip
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TERMS AND CONDITIONS RELATING TO THE PROVISION OF EXPERT SERVICES

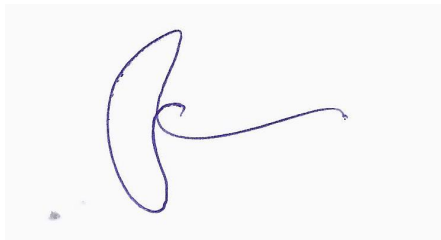
My services:

1. My appointment is as Party Appointed Expert
2. For the avoidance of doubt you have instructed me as principal, and not as agent for your client. In the absence of any response I shall assume that you have accepted these terms. **You agree to be directly responsible for my fees, and these terms supersede any other agreements.**
3. I rely on you on instruction to inform me if the case is to be allocated to the fast or intermediate track, and therefore subject to a 20 page limit (Rule 14(3)(c) of CPR 28)
4. I require a minimum of 8 weeks notice for any attendance at court. By issuing instructions it is deemed that you accept these terms.
5. For all Medicolegal reports commissioned outside of the UK 75% of the estimated fee for the report shall be payable in advance of commencement of the work.
6. For all reports where the estimate of work exceeds £4000, half of the estimated fee for the report shall be payable in advance of commencement of the work, with the remainder of the fee to be paid within 30 days of the date of invoice – see (6) below
7. I do not agree to the imposition or levy of any fees by those instructing me for the provision of reports by me without express agreement by both sides, nor to any such fees being deducted from payments owed to me
8. **Deferred terms do not apply to these instructions. All invoices are due and payable within 30 days of receipt by you, whether or not the case has been settled at this time. I reserve the right to charge interest on overdue debts at the rate of 2% per month.**
9. **Deferred payment terms will only apply by prior agreement. If agreed, the cost for deferred payment beyond 30 days will be £700 + VAT.**
10. **Receipt of my fees from you shall not be contingent on you or your firm having been paid by any other agency or client.**
11. The following fee structure shall apply

Report Writing Hourly Rate	£350 + VAT
Outpatient Attendance	£350 + VAT
Court Appearance	£2000 + VAT per day (or part of day)
Written response to questions	Charged at hourly rate (£350 + VAT)
Travel expenses	Cost of rail / taxi / air fair as appropriate, or mileage at 49p per mile
Hotel Accommodation	Bed and Breakfast – only applicable when venue is more than 50 miles from home base
Cancellation of court appearance within 22 - 28 days of Court date(s)	£1000 + VAT per each day of expected attendance
Cancellation of court appearance within 14 - 21 days of Court date(s)	£1500 + VAT per each day of expected attendance

Cancellation of court appearance less than 14 days of Court date(s)	£2000 + VAT per each day of expected attendance
Cancellation of outpatient appointment less than 4 days, or failure to attend for outpatient appointment	£200 + VAT
Fee for expediting report at request of Instructing party	2 hours work = £700 + VAT

12. My turnaround time for the Medicolegal report will be confirmed in my reply to your letter of instruction.
13. Value added tax is added to my charges.
14. Where I am instructed to prepare for and attend a hearing, and for whatever reason those instructions are revoked, I reserve the right to make a cancellation charge.
15. I reserve the right to seek payments on account.
16. I am not prepared to have my accounts subjected to assessment and look to you, my Client, to fund any assessment deducted to the Case, at any time
17. I will use my experience, care and skill in fulfilling your instructions to the best of my ability. Please remember that I am an independent witness
18. In accepting your instructions, I agree to be data controller jointly with you of the personal data you send me. You agree to respond to any subject access requests or other requests made by data subjects in respect of this information on my behalf as well as your own. If I receive a subject access or other request regarding information you have sent me, I will send it to you to deal with, along with any other personal data I hold as a result of accepting your instructions.
19. Please let me have your full instructions, together with any further relevant information you may have, and confirm your agreement in writing to the above terms. Receipt of your written instructions will be taken as implicit agreement to the terms and conditions stated in this letter.



C Dawson

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