

**Mr. John E. Hawkesford
BDS(U Lond) FDS RCS (Eng)**

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**AGREEMENT FOR PROVISION OF MEDICAL REPORTS AND MEDICAL WITNESS WORK
AND COURT ATTENDANCE**

I enclose the Terms and Conditions for the supply of my services to you.

INSTRUCTIONS

The Appointor will:

Provide the Expert with fully and timely written instructions which state:

- The purpose for which the Expert's advice and services are needed.
- Which aspects of the matter may be in dispute.
- The questions that are to be addressed.
- Whether the Expert will be expected to confer with experts instructed on behalf of other parties with a view to reaching a joint agreement on the issues in dispute.
- Whether the Expert is to prepare a report for the advice of the Appointor and/or his Client or for use in Court, and, if the latter, whether a draft version needs to be submitted first of all.
- Any time constraints for the provision of the advice, the production of the report, etc.
- Supply the Expert with good-quality copies of all relevant documents, specifying which (if any) may not be mentioned in the report the Expert has been asked to prepare.
- In the case of medical records and x-rays specify their location and identifying numbers and state whether consents for their disclosure have been given or are being obtained.

OBLIGATIONS OF THE APPOINTOR

The Appointor will:

- Inform the Expert whether he or she needs to obtain authority to incur the estimated fees and disbursements before confirming the Expert's instructions.

- In legal aid cases:
 - Notify the Expert that a legal aid certificate has been applied for, granted or amended.
 - Apply to the Area Office of the Legal Aid Board for prior authority to incur the Expert's anticipated fees and disbursements and immediately advise the Expert should this authority be refused apply to the Area Office for interim payments on account to settle the Expert's invoices within the agreed time scale.
 - In privately funded cases ensure that the Expert's fees and disbursements are paid within the agreed time scale, whether or not the Appointor has been placed in funds by the Client.
 - Respond promptly to any reasonable request from the Expert for, i.e.:
 - Clarification of instructions already given.
 - Further information or documents.
 - Permission to incur expense additional to that initially estimated.
 - Authority to engage others to undertake part of the assignment.
 - Not alter, or allow others to alter, the text of the Expert's report(s) in any way without the Expert's Permission.
 - Keep the Expert informed as to the progress of the case and its outcome.
 - Not use, or allow others to use, the Expert's report(s) for any purpose other than litigation in the matter on which the Appointor has sought the Expert's advice and services.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing, all rights of ownership in written reports, photographs, and other original work created by the Expert shall remain vested in the Expert.

DISPUTED FEES

In the event of a dispute over the amount of the Expert's fees and disbursements, such sums that are not disputed shall be payable when due, irrespective of any counter-claim that may be alleged. That part which is in dispute can then be referred for resolution to a mediator acceptable to both parties.

COSTS

The cost of my services will be as follows:

1. Preparing a written report: £350 per hour or part thereof. **Payment is to be made in full within 30 days** but this can be extended if required following negotiation. Outstanding report invoices at their one year anniversary will be charged interest.

2. Addendum and supplementary report preparation including telephone calls, e-mails, examination of medical records etc: £350 per hour or part thereof.
3. Non-refundable booking deposit for court attendance: £500.

Making myself available to give evidence as a witness in court: £2500 per full day or £1500 per half day.

If you subpoena me to appear at trial, once trial has commenced I shall charge my daily rate for all the days requested even if my presence is not required. Travelling costs will be the normal rates at First Class train or air travel, plus taxi or hire car to final destination. Hotel costs would be of the order of £200 per night plus meals.

If the case is settled before trial, then cancellation costs (hotel, travel etc.) imposed on me by my travel agents will be charged *pro rata*. In the event that notification of any settlement is made less than 7 days before the opening I shall charge the equivalent cost of a full day in court otherwise I charge half if cancelled within 4 weeks, in respect of my being unable to commit myself to any other work during that time. Outside 4 weeks, I will charge a fee of £350/day reserved. The justification for the trial reservation fee is that such locating or clinical duties causes considerable disruption. Even outside four weeks I may not be able to reinstate re-numerated work to the same degree in the week.

4. Related expenses: full reimbursement for first-class train travel, business class air travel, car at the appropriate cost per mile, all sub-contracted work and all other expenses reasonably incurred or approved in writing by you.
5. Costs incurred for the procurement of medical records including x-rays or other information will be passed to you for payment.
6. Cancellation of appointment by client within three days of date of appointment or DNA on day of appointment £300.

This letter is subject to the enclosed Terms and Conditions.

Please confirm your agreement to these arrangements and to the enclosed Terms and Conditions by signing the duplicate copy of this letter and returning to me.

Yours sincerely

**J.E. Hawkesford
Consultant in Oral and Maxillofacial Surgery**

Consultant in Oral and Maxillofacial Surgery
Specialist interests in Oral Surgery, Oral Medicine, Temporomandibular Joint Dysfunction
And Dental Implantology

Agreed and Accepted

..... Date

(Signature of Solicitors or Medico Legal Service)

..... Date

Name of Solicitors or Medico Legal Service(printed)