

Dr Robert Greenbaum

Terms and Conditions for Medico-Legal work

Terms and Conditions of the “Appointment” upon which I, Dr Robert Anthony Greenbaum, am prepared to accept an Appointment as “Expert Witness”.

These Terms and Conditions supersede any agreement made prior, whether written or oral, and may only be amended by the Expert Witness in writing.

Where the Appointment is made on behalf of a “Client” by a Medical Referral Organisation or other Instructing Party, all references in the Appointment to “Instructing Solicitor” or “Instructing Solicitors” shall be construed as references to the Instructing Party, Instructing Parties or Agency.

It is a condition of the Appointment that these Terms and Conditions have been agreed by the Instructing Solicitors. The Appointment will only be accepted by the Expert Witness in writing.

Upon acceptance by the Expert Witness, this Appointment will constitute a legally binding contract between the Expert Witness and the Instructing Solicitor subject to the terms herein.

Fees

1.1 The (“hourly rate”) is £280 per hour (charged in units of 0.1 of an hour rounded to the next 0.1 above) and is chargeable for all the time spent by the Expert Witness in connection with this appointment, including, but not limited to, conferences with counsel, all investigations, preparing reports, and telephone or written attendance on the Client and/or Instructing Solicitors. Travel time will also be charged at the same hourly rate.

- 1.1(a) A fee of £950 will be charged for a half day appearance in court of up to 4 hours (“Minimum Charge”). If the length of the appearance exceeds 4 hours then a daily rate of £1750 will be charged.
- 1.1(b) In the event of any court appearance being cancelled or postponed for whatever reason, the Minimum Charge for each day, shall become due unless 7 days notice is received of such cancellation.

1.2 All disbursements are to be reimbursed by the Instructing Solicitor. 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 45p per mile. Receipted invoices in respect of all disbursements claimed will be provided by the Expert Witness.

1.3 All payments due under this Appointment shall be due within 30 days from presentation of an invoice (“Due Date”). Invoices shall be issued upon the completion of the work carried out under the Appointment; however interim invoices may be issued on a monthly basis at the discretion of the Expert Witness, (subject to clause 1.4 in respect of matters funded by Legal Aid).

1.4 The Instructing Solicitor will notify the Expert Witness of any Legal Aid or other third party funding prior to the Appointment

1.5 If the Appointment is 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 the Appointment is 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

1.6 If any payment due under this Appointment is not paid by the Due Date, interest shall accrue at the rate of 8% per annum from that date, on a daily basis on the overdue amount until paid.

1.7 No charge will be payable in respect of a consultation or meeting with Instructing Solicitors and/or the Client where at least 48 hours notice of cancellation is given. If the consultation or meeting is cancelled with less than 48 hours notice then an administrative fee of £280 will be levied.

1.8 The Expert Witness reserves the right to charge VAT where applicable.

1.9 For the avoidance of doubt, the Instructing Solicitor will be liable for all Fees payable under this Appointment.

2. Instructing Solicitors’ Obligations

Instructing Solicitors:-

2.1 are responsible for giving adequate instructions, and obtaining all relevant notes, records and investigations, and shall check that all relevant matters are addressed in the reports;

2.2 shall provide or procure the provision of all information which might reasonably be expected to be relevant in enabling the Expert Witness to fulfill his responsibilities under this Appointment (“Information”) as and when it becomes available to the Client and/or to Instructing Solicitors;

2.3 Shall ensure that the Information provided or prepared by the Client or on the Client's behalf is complete and accurate in all material aspects and not misleading and is updated as necessary (informing the Expert Witness immediately if the Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect);

2.4 acknowledge that the Expert Witness shall be entitled to rely upon all the Information provided, and that he shall not be responsible for the accuracy, omission or verification of any Information and that his report will be provided only on the basis of the Information disclosed by you.

3. Duties to The Court

3.1. The Expert Witness will comply with the ("Protocol") published by the Civil Justice Council, CPR35, PD35, and PD Pre-Action Conduct. It is accepted by the Instructing Solicitor that the primary duty of the Expert Witness is to provide independent and unbiased evidence to the Court.

4. Insurance

4.1 The Expert Witness is insured by Medical Protection Society in respect of all medico-legal work, policy number is 176926.

5. Right to Terminate

5.1 The Appointment is subject to receipt of all the necessary and relevant information in sufficient time to prepare a response and payment of invoices as they fall due. The Expert Witness will notify the Instructing Solicitor promptly if:-

5.1(a) Instructions are not acceptable because, for example they require work that falls outside his expertise, impose unrealistic deadlines, or are insufficiently clear;

- 5.1(b) Instructions are or have become insufficient to complete the work;
- 5.1(c) it becomes apparent that the Appointment cannot be fulfilled;
- 5.1(d) he is not satisfied that he can comply with any orders that have been made.

5.2 The Appointment may be terminated by Instructing Solicitors at any time by written notice in accordance with the Protocol. Where the instruction was made jointly, termination will be effective when written notice is received from all the Instructing Parties. Termination will not affect such entitlement under this Appointment in relation to payment of any fees for work conducted or invoiced before the date of the termination.

5.3 Upon termination, all documents and materials provided for the purpose of this Appointment shall be confidentially destroyed after a period of 2 months unless the Expert Witness receives a request in

writing from the Instructing Solicitors to return such documents. The Expert Witness may securely retain for his records one copy of each document returned. All costs associated with the return or destruction of the documents are to be borne by the Instructing Solicitors.

6. Confidentiality

6.1 All Information, facts, matters, documents and all other materials of a confidential nature which is received or created as a result of this Appointment will remain confidential.

6.2 All documents, save for a copy securely retained by the Expert Witness, shall be confidentially destroyed after a period of 6 months from when the Expert Witness has discharged his duties under the Appointment, unless instructed otherwise by the Instructing Solicitor. All the costs for the destruction to be borne by the Instructing Solicitors.

7. Governing Law

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

8. Force Majeure

8.1 The Expert Witness shall not be liable for any delay in the performance of any his obligations under this Appointment for any reason, including but not limited 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 or omissions of subcontractors or third parties.