**Dr Dominic C. Paviour** MBBS BSc PhD FRCP
**Consultant Neurologist**
**MEDICO-LEGAL TERMS AND CONDITIONS**

Further to your recent request to prepare a detailed medical report on behalf of your client, the following terms and conditions for medico-legal work are for your information and agreement.

These terms will only apply to this appointment and will apply unless agreed otherwise in writing and the appointment will only be accepted when I have confirmed receipt of a written copy of the information required in the schedule, a copy of this agreement signed by you the instructing solicitors on behalf of your client and to confirm your obligations.

**Fees:** Where charging by hourly rate:

1. Save as may be provided in the Schedule and excepting any other agreement in writing, **my hourly rate is £350**. My time will be charged per minute. This rate is quoted exclusive of VAT and is subject to review annually.
   1.1. As of **Oct 2019**, VAT will be added to invoices (**so £350/hr + VAT**).
   1.2. The Schedule contains an estimate of my fees to cover the initial work. I will keep these under review and advise you or your Client as promptly as possible if I believe they will be exceeded). The Schedule also includes details of my fees for Court appearances, Conferences with Counsel and Client meetings (if or to the extent they differ from the quoted rate).
   1.3. I will charge all time spent in connection with this Appointment, including but not limited to, all investigations, preparing reports, and telephone or written attendance on your Client and/or Instructing Solicitors. Travel time to consulting rooms will be charged.
   1.4. I will keep a note of the time that I spend on this matter, and submit the same with my invoices if requested.
   1.5. All disbursements will be reimbursed. Disbursements will include travel, photocopying, and reasonable accommodation and subsistence costs (as required).
   1.6. Any travel will only be within the United Kingdom; rail and plane travel will be first class and car mileage charged per mile at the HMRC rate. I will provide receipted invoices if requested.
2. I will invoice on delivery of my report (and monthly in respect of any fees accrued).
3. Payment will be due within 90 days of the date of the invoice (subject to clause 1.8 in respect of matters funded by Legal Aid).
4. Invoices will be 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.
   4.1. If the 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 90 days of the date of the invoice.
5. 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 fees and disbursements.
6. 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 fees and disbursements.

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7. If any payment due to me under the terms of the Appointment is not paid by the due date for payment (the "Due Date"), interest shall accrue on the overdue amount at the statutory rate. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment, whether before or after judgment.
8. In the event of any court appearance being cancelled, for whatever reason, the full fee shall be paid unless I receive notification more than 7 days in advance.
   8.1. 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 60 days in advance.
   8.2. In respect of notification received in advance of 61 days, all charges will be waived.
9. 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. A fee may still be liable for any time spent preparing for the appointment/reviewing records.
   9.1. If the consultation or appointment is cancelled less than 48 hours in advance, an administrative fee of £150 will be levied as well as the fee for any time already spent preparing for the appointment/reviewing records.
   9.2. If your Client and/or Instructing Solicitors fail[s] to attend a consultation or appointment without notice, the standard hourly fee plus VAT will be charged as well as the fee for any time spent preparing for the appointment/reviewing records.
10. Attendance at court as an expert witness will be as per the hourly rate including time spent travelling and waiting.
11. **Ideally, at least 6 weeks notice to attend court will be given to allow time to cancel and cover clinical commitments elsewhere.**

Please note that these fees will not be subject to assessment or taxation by the court and that all accounts are to be settled within the time specified on the invoice. Payment terms are 90 days, unless otherwise agreed. Payment made after 12 months from the date of the invoice will be subject to a 10% late payment fee.

Please note following several instances of cases transferring from one firm of Solicitors to another, additional administration requests requiring re-issue of invoices will be charged at **£50 per hour plus VAT**.

- These terms are subject to change. We therefore suggest that you request a copy of our current terms on all future instructions.

I would be grateful if you would complete and return the slip below to info@drpaviour.com

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Solicitors:
Re:
Ref:
I agree to the above Terms and Conditions:

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Signed: ..... Date: .....