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**Terms and conditions in relation to medico-legal practice**

1. Instructing solicitors shall treat all information supplied by Professor Woodward as confidential, and shall not disclose directly or indirectly or otherwise use this information except for the purpose of the specific litigation without the prior approval of Professor Woodward.
2. Where instructions are issued under rule 35.8 of the Civil Procedure Rules 1999, the parties and/or any agents to the instruction will be jointly and severally liable for the fees.
3. The standard hourly rate for reports and qualifying work is currently £250, and this will be reviewed annually on 1<sup>st</sup> January. The same hourly rate will also apply to such work as the scrutiny of bundles of case records received beyond the initial appointment and preparation of reports on video evidence.
4. Appointments will not be made, and Professor Woodward will not commence work on a report, until all necessary records have been provided to him.
5. In the event of a client not attending a scheduled appointment without prior notification, a fee of £150 will be payable. A second appointment will be issued only on the request of the instructing solicitor. If the client fails to attend the second appointment, then a further £150 will become payable.
6. Professor Woodward requires a minimum of 8 weeks notice of any proposed meeting, conference in chambers or court attendance in order to comply with NHS leave regulations.
7. If required to attend a conference in chambers, Professor Woodward's charge will be at the half-day rate of £1,000.
8. If required to appear in court Professor Woodward's charge will be £2,000 per day.
9. In the event of cancellation of a court appearance or settlement on the day, instructing solicitors shall pay the full fee for all the days that Professor Woodward was booked to attend the court, including that day. A cancellation charge of one day's court fee (£2,000) is liable where the case is cancelled or otherwise settled and notice is given within three working days of the hearing. A cancellation charge of £1,000 is liable where the case is cancelled or otherwise settled and notice is given within five working days of the hearing, but before the three day limit.
10. Professor Woodward shall be fully reimbursed for all travelling time at the current hourly rate.
11. Travelling expenses (including first class rail fare, overnight hotel accommodation and subsistence as necessary) will be levied for conferences and court attendances outside the Manchester area.

12. The amount due to Professor Woodward shall not be subject to taxation by the court.  
Instructing solicitors shall:
- (a) ensure that the charges are no higher than reasonably necessary for the purpose of the litigation, bearing in mind his professional expertise; and
  - (b) where necessary, obtain prior approval for the charges from the Legal Services Commission.
13. Any arrangement with regard to additional fees entered into between the client and the instructing solicitor and/or their agents or any other party shall have no impact on the level of fees payable and due to Professor Woodward under the terms of this agreement.
14. Currently Professor Woodward is exempt from charging Value Added Tax. However where applicable and in the light of prevailing legislation, Value Added Tax shall be charged and all amounts invoiced.
15. All fee notes for charges are strictly net. Unless an alternative agreement has been reached in advance, instructing solicitors shall pay all sums due within 90 days of the date of the invoice. Late payment will be subject to interest of 3% above the base rate per annum. In the event of late payment, Professor Woodward reserves the right to use the services of a Collection Agency.
16. Professor Woodward reserves the right to require advance payment for work undertaken prior to supplying that work to instructing solicitors.
17. Instructing solicitors shall be responsible for giving accurate, appropriate and adequate instructions and shall check also that all relevant matters are covered in the reports. Instructing solicitors shall be responsible for any claim made against Professor Woodward resulting from their failure to do so, and shall indemnify him in respect of any additional costs and charges incurred by him in relation to the same.
18. All cheques for work done should be made payable to "Robert Woodward".
19. Professor Woodward will consider a decision to instruct him as constituting acceptance of these Terms and Conditions.
20. Any dispute in relation to the terms of this agreement shall be subject to the jurisdiction of the English courts and shall be tried in accordance with English law.

**Professor RTM Woodward**  
Consultant Oral & Maxillofacial Surgeon

I agree to the terms and conditions in this statement.

Signed.....

Date.....