

Mr Andrew Jenkinson - Protocol for Instructions to give evidence in Civil Claims

1. Information required from Instructing Solicitors

- 1.1. The capacity in which I am to be appointed (e.g., party appointed expert, single joint expert or expert advisor).
- 1.2. The services required of me (e.g., provision of expert's report, answering questions in writing, attendance at meetings and attendance at court).
- 1.3. Time for delivery of the report.
- 1.4. If a party is publicly funded, whether or not the expert's charges will be subject to assessment by a costs officer.

2. My fees, terms & conditions

- 2.1. My hourly rate is £370 unless a different rate is negotiated for a particular case.
- 2.2. My time will be charged in units of 0.25 of an hour.
- 2.3. My daily rate will vary depending on the service required of me and I will quote this for a specific service in a specific case. The daily rate assumes a working day of 10 hours (including travel).
- 2.4. All rates quoted are exclusive of VAT and subject to review annually.
- 2.5. My letter of response to your approach 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. I will provide details of my fees for Court appearances, Conferences with Counsel and Client meetings (if or to the extent they differ from the quoted rate) if applicable.
- 2.6. 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.
- 2.7. I will keep a note of the time that I spend on this matter on the basis of units of 0.25 of an hour, and submit the same with my invoices.
- 2.8. All disbursements will be reimbursed. 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 £4 per mile. I will provide your Client with receipted invoices in respect of all disbursements claimed.
- 2.9. I will invoice upon delivery of my report (and monthly in respect of any fees accrued). 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).
- 2.10. Invoices will be addressed to your Client but 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. 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 30 days of the date of the invoice.

- 2.11. 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. 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.
- 2.12. 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.
- 2.13. In the event of any court appearance being cancelled, for whatever reason, the full fee shall be paid unless I receive notification 7 days in advance. 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 fees per day booked will be paid if notification is received between 22 and 60 days in advance. In respect of notification received in advance of 61 days, all charges will be waived.
- 2.14. 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. If the consultation or appointment is cancelled less than 48 hours in advance, a fee of £118 will be charged for consulting room fees.
- 2.15. If your Client and/or Instructing Solicitors fail(s) to attend a consultation or appointment without notice, your Client shall pay on demand the sum of £230 by way of liquidated damages. The parties confirm that this sum represents a genuine pre-estimate of the loss of earnings that I would suffer in the event that your Client and/or Instructing Solicitors fail(s) to attend a consultation or appointment without notice.

3. Right to Terminate

- 3.1. The Appointment is subject to receipt of all necessary and relevant Information from you in sufficient time to prepare a response and payment of monthly invoices and/or the Fixed Fee as they fall due. I will advise you promptly if:
 - 3.1.1. Instructions are not acceptable because, for example, they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear.
 - 3.1.2. I consider that Instructions are or have become insufficient to complete the work.
 - 3.1.3. I become aware that I may not be able to fulfil any of the terms of Appointment; or
 - 3.1.4. I am not satisfied that I can comply with any orders that have been made.
- 3.2. This retainer may be terminated by Instructing Solicitors or your Client at any time by written notice subject to discussion in accordance with the Protocol. Where I am instructed jointly termination will be effective when I have received written notice from all Instructing parties. Termination will not affect my entitlement to payment of any fees or work conducted or invoiced before the date of the termination.

- 3.3. Upon termination, all documents and materials provided to me for the purpose of this Appointment must be returned promptly to Instructing Solicitors save for one copy that I may retain for my records.



Mr Andrew Jenkinson MBBS, MS, FRCS
Consultant Gastrointestinal and Bariatric Surgeon

Correspondence

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