

Terms and Conditions of Engagement

Mr. Jonathan Luck MB ChB FRCS FRCOphth

Obligations of the Solicitor

- To deal promptly with every reasonable request by myself for authority to obtain any information and documents deemed by me necessary to fulfill your instruction
- To give prompt written notification of every meeting, hearing, trial or other appointment at which my attendance will be required
- To not alter or permit others to alter any of the reports produced by me

For civil cases

To provide me with all documents relevant to the case, in particular:

- The Claimants/Defendant's statements
- The Claimants Statement of Claim in the High Court, or Particulars of Claim in the County Court and, once the case has been started, any other pleadings
- All Claimant and Defendant Witness Statements
- The reports of other Experts, for both the Claimant and the Defendant
- Any directions of the Court as to how the case is to be conducted
- Any other relevant documents

For criminal cases

To provide me with all documents relevant to the case and in particular:

- To notify me what the Defendant is charged with
- To notify me what defence if any the Defendant is relying on
- To provide me with a copy of the Defendant's Statement
- To provide me with Witness Statements for the Prosecution and Defence (or summaries)



- To provide me with reports of the Expert Witnesses for both the Prosecution and the Defence
- To provide me with any other relevant documentation

Obligations of the Expert

As the Expert I will:

- Use reasonable skill and care in the performance of the instructions given to me
- Act with objectivity and independence with regard to my instructions and, in the event of a conflict between my duties to your client and to the Court, hold my duties to the Court paramount
- Undertake only those parts of the case in respect of which I consider I have adequate qualifications and experience
- Promptly notify the Solicitor of any matter (including a conflict of interest or lack of suitable qualifications and experience) which would disqualify me or render it undesirable for me to have continued involvement in the case
- Use all reasonable endeavors to make myself available for all meetings, hearings, trials and other appointments for which I have received adequate written notice
- Not without good cause discharge myself from the appointment as Expert
- Preserve confidentiality save as expressly or by necessary implication authorised to the contrary
- Not negotiate with another party or advisor unless specifically authorised by the Solicitor to do so. For the avoidance of doubt this does not apply to any order of a Court or Tribunal.

Intellectual property rights

The rights of ownership in respect of all documents and other original work created by me shall remain vested in me and less otherwise agreed in writing.



Fees

My fees are based upon the degree of responsibility and skill involved and the time necessarily occupied on the work. Unless otherwise agreed they will be charged separately for each class of work mentioned above.

Fee for preparation and supply of a medical report including detailed study of the Medical Records to hand and based on those records alone without examination of the patient £800

Fee for preparation and supply of a full Medical Report for the Court including qualifying work, interviewing and examining the patient, reading notes, preparation of report, literature searches, etc.): £1200

Fees for attendance at Court to provide expert medical Evidence (per half day or part thereof): £1800

(I will also invoice you for any reasonable costs incurred)

Fees for cancellation of Court attendance up to 10 working days before the date of the hearing or for attendance at Court without giving evidence £1000

Fee for non-attendance (without prior notice) of the patient for any arranged interview £200

Invoices for work done will be rendered at appropriate times.

Legal Aid funded cases

In cases where my fees are to be funded by the Legal Services Commission, I will provide a costed programme of work and require you to obtain its approval (prior authority) by the Legal Services Commission. I wish to receive a copy of the Form of Approval, before any work is undertaken. I reserve the right to approach the Legal Services Commission through you for prior approval of fees to complete the work, or to undertake additional work, should this prove necessary.

Where a fee has been agreed in advance with the Legal Services Commission or your client, I reserve the right to invoice the full cost of my fees even if this exceeds the fee agreed in advance.

I will not demand payment of that excess until the conclusion of the case, at which stage all or part of that excess will be cancelled if it is not recovered by instructing Solicitors, at taxation of costs or otherwise.



Instructing Solicitors will apply promptly to the Legal Services Commission for interim payment of my fees and disbursements as invoiced, and will remit promptly to me all such payments received. Instructing Solicitors will also use their best endeavors to ensure that:

That my personal expenses are paid on account

Where a taxation/assessment of costs is necessary, it will be applied for, pursued or defended (as appropriate) in a timely manner, and that my reasonable fees and disbursements are recovered in full by way of the Legal Services Commission.

Privately funded cases

In privately funded cases, the instructing Solicitors will at all times ensure that they are in funds to discharge and that they promptly discharge my fees and disbursements (within 30 days of date of invoice) unless specifically agreed otherwise. May I remind you that you remain liable to pay my invoice even if your client has not met your costs. My full fees are to be paid irrespective of the outcome of any taxation of costs.

Once it has been agreed this letter will remain effective until it is replaced.

Jonathan Luck FRCS FRCOphth

THE ABOVE TERMS AND CONDITIONS ARE AGREED

SIGNED.....

POSITION.....

FIRM.....

DATE.....