

Dr. David Riddington MB. ChB. FRCA FFICM MSc

Expert Witness

Terms of Appointment

Listed here are my typical terms of appointment. Each case will be slightly different, and the terms may need to vary, so please contact me with your requirements, and I'll provide an estimate of costs and times for your work.

Applicable terms:

1. I agree to provide my services as an expert witness in accordance with the terms of appointment set out below and not on the basis of any other standard or terms. You must return a copy of this letter signed by you, indicating your agreement with them. However, in any event by continuing to instruct me to provide these services you are agreeing to accept these terms. These terms may only be varied by agreement in writing.

Capacity in which appointed:

2. These terms are on the basis that I am appointed to report on this matter by you, the legal representative/insurer/professional indemnifier on behalf of the claimant/defendant, who is referred to below as 'the client'. Liability to pay my fees and expenses is yours and not that of the client unless otherwise agreed in writing.
Or, when appointed as a single joint expert; These terms are on the basis that I am appointed as a single joint expert on the instruction of ... and ... the legal representatives/insurers/professional indemnifiers on behalf of the claimant and defendant/ First and Second defendant, who is referred to below as 'the client'. Liability to pay my fees and expenses is yours on a joint and several basis and not that of the client, unless otherwise agreed in writing.
3. References below to 'the case' or 'the litigation' include references to any matters on which I am instructed to provide my services whether or not court proceedings have been commenced or are intended.

Nature of report required:

4. *Where a full report is required:* My instructions are to provide a full report (the 'initial report') to which the CPR apply on condition and prognosis/breach of duty/causation.
Where an advisory report is required: My instructions are to provide an advisory report/screening report/desktop report (the 'initial report'). In these circumstances should I subsequently be instructed to provide a full report to which the CPR apply, further time (and fees) will be incurred in order to comply with my duties under the CPR.
5. If I am instructed to provide a report without considering or reading any or all of the medical, treatment or rehabilitation records, or where the fee agreed, or time allowed is insufficient to permit of that consideration or reading and I notify you of the same in

writing, you understand that any opinions expressed will be qualified on the basis of having considered no or only limited such records.

Services included in appointment:

6. Where my instructions are to provide a full CPR compliant report, my duties will include the answering of Part 35 questions, attendance on joint discussions, at conference and at court as requested of me.

Timetable for initial reports:

7. The initial report will be provided by me within 25 working days of the provision of all relevant documentation, including medical records.

Charges:

8. I charge £200 per hour for all time spent on the case and £125 per hour for travel. Time is recorded in 6-minute units.
9. Attendance at court hearings is charged at £1,100 per day (including travel and waiting time) and in the absence of written confirmation to the contrary will be taken to be for the entirety of each of the hearing days or for each day within the warned period notified.
10. You will pay any fees charged by me in answering Part 35 Questions raised by the other party/parties in the litigation in accordance with PD35 para 6.2.
11. All rates set out above will be reviewed annually on 1st January and any changes will be notified to you in writing.

Cancellation charges – court attendance:

12. Because of the need to cancel clinical commitments up to 8 weeks in advance, in the event of cancellation of a requirement to attend court, fees will be charged for the entirety of the hearing dates notified on the following basis:
Notice of cancellation less than 7 days before the first day of hearing – 100% of fee.
Notice of cancellation less than 14 days (but not less than 7 days) before the first day of the hearing – 75% of fee.
Notice of cancellation less than 28 days (but not less than 14 days) before the first day the hearing – 50% of fee.

Cancellation charges – consultations etc.

13. If any consultation, conference or other appointment is cancelled less than 48 hours in advance you will pay me a fee representing the time spent on any preparation, the time which would have been spent in the appointment and any expenses actually incurred.

Expenses and disbursements:

14. You will reimburse me for all reasonable travel expenses and disbursements incurred including reasonable quality overnight accommodation. Rail and air travel will be on the basis of first class and business class respectively. If driving, this will be on the basis of 45p per mile plus parking and tolls.

Time for payment:

15. Save as otherwise agreed in writing, all fees and reimbursement of expenses are payable within 30 days of invoice.

Interest:

16. Interest together with debt recovery costs is payable on any late payment at the rate applicable under the Late Payment of commercial debts (Interest) Act 1988.

Value Added Tax:

17. VAT is not currently chargeable on my fees.

Reduction in fees and expenses:

18. The fees and expenses set out above and calculated as set out above are to be paid in full whether or not any lesser sum (or no sum) is recovered from any opposing party in the litigation or assessed by any court.

Property in written work provided:

19. I will own the copyright in all reports and other materials produced by me. Further the title to all reports and materials provided by me will remain with me until full payment has been received.

Keeping me informed:

20. You will provide me with an outline programme for the completion and delivery of each stage of my involvement in the case or litigation.
You will keep me informed at all times about any deadlines relevant to the provision of my services.
You will send me promptly copies of any court orders or direction that refer to the involvement of experts in the litigation or in any way relate to the provision of my services or the fulfilment of my duties within the litigation.
You will provide me with details of any specific budget for my services, whether ordered by the court or otherwise.
You will inform me when the case is concluded by a settlement or trial.

Estimates of fees:

21. I will provide an estimate of fees for the litigation through to trial on request and on provision of sufficient information about the nature of the matters on which I am to provide expert opinion. An estimate will be provided on the basis of the charges set out above.