

## Ms Anna Moon

### Medico-Legal Terms of Engagement

An instructing solicitor (my Client) shall treat all information supplied by Ms Moon (me) as confidential and shall not disclose indirectly or directly or otherwise use this information except for the purposes of the specified litigation without the prior consent of Ms Moon.

1. My fee is £300.00 per hour or part thereof on a pro rata basis.
2. My rate for attendance at a Court Hearing is £3,500.00 per day or part thereof, payable even if I am not required to give oral evidence. The full amount will be charged if less than 48 hours' notice of cancellation of a day reserved for Court Attendance is received, £2000.00 if less than 10 days' notice and £1000.00 if less than 6 weeks.
3. My Client, namely you as the solicitor instructing me as an Expert Witness, will be personally responsible for the payment of my fees irrespective of whether your client has paid you. In legally aided cases, where my fees constitute a disbursement, I expect you to make a prompt claim to the Legal Aid Agency, and to advise me of any expected delay in settlement.
4. Upon release of the report, settlement of my fees should be made within 8 weeks of the date of the covering letter. For attendance at Court or Conferences payment is to be made within 12 weeks of the Hearing or Conference. A delay in payment will incur an interest charge at market rate for each week or part thereof added to which further reports and co-operation will be withheld until payment is received.
5. The amount due to me shall not be subject to taxation by the Court, and I look to you, my Client, to fund any assessment deducted relating to the Case, at any time.
6. My liability to you as my Client and/or your clients for negligence however arising in respect of any loss or damage caused by an act or default of me shall be limited to the amount received by me for my services.
7. I will use my experience, care and skill in fulfilling your instructions to the best of my ability. Please remember that I am engaged as an independent witness.
8. The provision of all medical notes, x-rays and other imaging relating to the case is the responsibility of the instructing solicitor. Full and complete disclosure of the past medical history of the client is essential to the report.
9. I require to be closely informed on the progress of the case and may be able to assist in the period before trial, if the case proceeds to that stage.

10. Attendance at Court will be in accordance only with the guidelines issued by the Law Society in "Code of Practice for Medico-Legal Reports in Personal Injury Cases" January 1995, which reads as follows:

"If the case proceeds to a hearing:

(a) The Solicitor should:

- i. Notify the medical examiner that the case has been set down for hearing and, once the case has been entered in the Warned List, would request a list of dates when the medical examiner is unavailable to attend Court during the period of that List;
- ii. Not agree to a hearing date on one of the examiner's unavailable dates;
- iii. Ascertain the fee for attending Court and be in a position to pay that fee within 6 weeks of the Court attendance;
- iv. Where appropriate, arrange and attend a conference with Counsel and the medical examiner and other relevant experts prior to the hearing;
- v. As soon as the hearing date is known, inform the medical examiner;
- vi. Endeavour to ensure that the medical examiner's attendance is limited to half a day.

(b) The Medical Examiner should:

- i. If required, confer with Counsel in advance of the hearing date at a place to be agreed;
- ii. Attend Court to give evidence without subpoena (provided the hearing date has not been fixed on a previously notified unavailable date); the service of a subpoena on a medical examiner should, if this agreement is observed, rarely be necessary, but it must be recognised that it is sometimes the professional duty of Solicitors to secure the attendance of a witness by subpoena;
- iii. Unforeseen clinical circumstances may mean that the medical examiner's priority is to attend to patients and not to Court. Such circumstances should be rare and the onus must be on the medical examiner to justify this exercise of clinical judgement".

11. I will only undertake work on the case when your agreement to the above terms has been confirmed to me in writing.