Dear Solicitor/Agent

Following our recent discussions, I set out below the terms and conditions upon which I am prepared to accept appointment as an expert witness. These terms will be the only terms which apply to the Appointment and may only be amended by agreement in writing.

I undertake all my medicolegal work in conjunction with Cambridge Paediatric MedicoLegal Associates (CPMLA, [www.cambridgepaediatricmedicolegalassociates.co.uk](http://www.cambridgepaediatricmedicolegalassociates.co.uk/)) and will send invoices via CPMLA.

Where I am appointed directly by an MRO, all references in the Appointment to “Instructing Solicitors” shall be construed as references to the instructing agency.

The Appointment will only be accepted when I have a written copy of the information required, a copy of this letter signed by you (“Instructing Solicitors”) (both on behalf of your Client (as their authorised agent) and to confirm your obligations as Instructing Solicitors) and I have confirmed such acceptance in writing.

**1. Fees**

**Reports**

1.1 My rate is £220 per hour for report production, including inspection of all relevant documentation, medical records and all other time spent in relation to this matter.

1.2 I will provide, on request, an estimate of my fees to cover the initial report. I will keep these under review and advise you as promptly as possible if I believe they will be exceeded.

1.3 All disbursements will be reimbursed. Disbursements will include travel, photocopying, and reasonable accommodation and subsistence costs (as required).

1.4 I will invoice upon delivery of my report. Payment will be due within 60 days of the date of the invoice or the closure of the matter, whichever is soonest.

1.5 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 60 days of the date of the invoice.

1.6 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.

1.7 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.

1.8 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 8 and 21 days notice, and 20% of the court fee 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.

1.9 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, an

administrative fee of £100 will be levied.

**Additional Fees**

I charge the following:

Conference with Counsel (including travel & preparation) £220 /hr

Court Appearance (irrespective of whether oral evidence is given) £700 /half day

Court cancellation\* (per scheduled half day): 2 weeks notice £150

1 weeks notice £350

On the day £700

**2. Instructing Solicitors (or their Agent) Obligations:**

2.1 are responsible for giving adequate instructions and obtaining all relevant notes, records

and investigations, and shall check that all relevant matters are addressed in the reports.

2.2 shall:

2.2.1 provide me with all information which might reasonably be expected to be relevant in enabling me to fulfil my responsibilities under this Appointment (“Information”) as and when it becomes available to your Client and/or to Instructing Solicitors or their Agents;

2.2.2 ensure that the Information provided or prepared by your Client or on your Client’s behalf is complete and accurate in all material aspects and not misleading and is updated as necessary (informing me immediately if your Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect).

Instructing Solicitors acknowledge that I shall, and am entitled to, rely upon all Information provided to me, that I shall not be responsible for the accuracy or verification of any Information and that my report will be provided only on the basis of the Information disclosed to me by you and the Client.

2.3. confirm that my charges are no higher than reasonably necessary for the purpose of litigation bearing in mind my professional expertise and where necessary, that prior

approval will be obtained from the Legal Aid Board or any other third party

payor in respect of my charges.

**3. Right to Terminate**

The Appointment is subject to receipt of all necessary and relevant information from you in

sufficient time to prepare a response and payment of invoices as they fall due. I will advise you promptly if:

3.1 instructions are not acceptable because, for example, they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear;

3.2 I consider that instructions are or have become insufficient to complete the work;

3.3 I become aware that I may not be able to fulfil any of the terms of Appointment; or

3.4 I am not satisfied that I can comply with any orders that have been made.

This retainer may be terminated by Instructing Solicitors at any time by written notice.

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 for work conducted or

invoiced before the date of the termination.

Upon termination, all documents and materials provided to me for the purpose of this

Appointment must be returned promptly to Instructing Solicitors or securely destroyed. I may save one copy for my records.

**4. Intellectual Property**

I will own the copyright in all reports and/or materials produced by me. Additionally, I will retain the title to all reports and/or materials produced by me until I have received full payment in accordance with paragraph 1 above.

**5. Confidentiality**

I will treat all information, facts, matters, documents and all other materials of a confidential nature which I receive or create as a result of this Appointment as confidential, (except insofar as I have to refer to them when setting out the substance of my instructions in your report or as required by law).

**6. Conflict**

You have notified me in writing of all parties who have some limited involvement in this matter including Counsel and solicitors and other experts already instructed in this case. I confirm that I do not have an actual or potential conflict of interest in accepting this Appointment in respect of any parties so named and that I will let you know without delay if I become aware of such a conflict.

**7. Joint Instructions**

In circumstances where I am jointly instructed by Instructing Solicitors, both sets of Instructing Solicitors must sign and return a copy of this letter and completed schedule within seven days and ensure it is copied to all Instructing Solicitors. It is for Instructing Solicitors to resolve any disagreements the parties may have in relation to instructions or to clearly identify areas of disagreement in the Schedule

**8. Governing Law**

This Appointment is subject to English law and the parties hereto submit to the exclusive

jurisdiction of the English courts.

**9. Duties to the Court**

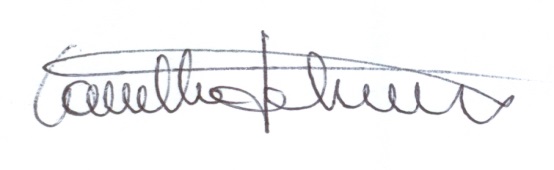
3.1. I confirm that I have read and will comply with the Protocol published by the Civil Justice Council, CPR35, PD35, and PD Pre-Action Conduct. In particular I understand that, although I owe a duty of care to your Client and Instructing Solicitors to exercise reasonable skill and care in carrying out their instructions, my primary duty as an expert witness is to provide independent and unbiased evidence to the Court.

**10. Insurance**

I confirm that I hold professional indemnity insurance in respect of the Appointment.

**11. Force Majeure**

I shall not be liable for any delay in the performance of any obligations under this Appointment (and the time for the performance of any obligations under this Appointment shall be extended accordingly) if such delay arises from or is attributable to acts, events, omissions or accidents beyond my reasonable control including but not restricted to, ill health, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, and acts or omissions of subcontractors or third parties.

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**Dr Camilla Salvestrini, MD FRCPCH**

**Client’s name**:

**Your Reference:**

**Instructing Party Name and Address:**

**The above Terms and Conditions are agreed and accepted:**

**Signed:**

**Date**: