

DR DAVID NEWBY BSc MBChB FRCA LLM
MEDICOLEGAL EXPERT IN ANAESTHESIA

Terms & Conditions

1. I, Dr David Newby, agree to provide my services as an anaesthetic expert witness in accordance with the instructions I receive and with the terms set out below.
2. The service provided shall be the provision of a medico-legal report for clinical negligence in paediatric or adult anaesthesia, to the instructing solicitor. The turnaround time for a CPR35 compliant report is usually 6-weeks.
3. A signed and returned copy of the attached confirmation letter from the instructing solicitor agreeing with my terms & conditions as set out herein is required prior to any work beginning.
4. My fee is **£200 per hour** for all time spent on the case. Work is recorded in 6-minute units.
5. Where the instructing solicitor is based outside of the United Kingdom, any costs associated with currency exchange/transfer falls to the instructing party.
6. Travelling time associated with a case is charged at **50%** of my normal hourly rate. Mileage is charged at **45p per mile**, or first-class return rail fare, whichever is the most appropriate.
7. My fee for attending conference with counsel and/or for joint discussions with other experts is **£200 per hour**. Travelling time required for these meeting is charged at **50%** of this hourly rate. Mileage is charged at **45p per mile**, or first-class return rail fare, whichever is the most appropriate.
8. If any meeting, consultation, or other appointment are cancelled less than 48 hours in advance then the following fees apply:
 - i. 100% of my fee for the time spent on preparation
 - ii. 50% of my fee for time expected to be spent in the appointment
 - iii. 100% of any expenses incurred that cannot be fully refunded
9. I am prepared to attend court. I offer a set rate fee of **£1000** for trial preparation.
10. My fees for attending court hearings are **£2000 per day or £1000 per half day**.

11. My fee for court attendances includes time spent waiting. If my travel time exceeds 60 minutes, my hourly travel fee applies. Mileage is charged at **45p per mile**, or first-class return rail fare, whichever is the most appropriate.
12. Charges are applicable and payable in full even if I do not give oral evidence.
13. Because of the need to cancel clinical commitments up to 6-weeks in advance, should a court hearing be cancelled, or the case is settled, then the following fees will apply:
 - i. if within 6-weeks (but not less than 14 days) of the first day of the trial **50%** of my trial preparation fee is applicable
 - ii. if within 14 days (but not less than 7 days) of the first day, **75%** of my trial preparation fee is applicable
 - iii. if within 7 days of the first day, **100%** of my trial preparation fee is applicable
 - iv. if the hearing is cancelled or case settled within three working days of the trial commencement date, a nominal fee of **one whole day's** attendance will be chargeable in addition to **100%** of my trial preparation fee
14. Where a cancellation occurs, any expense incurred that cannot be refunded will be charged in full
15. Where overnight accommodation is required, this will be charged in full. Please note that a suitable hotel will be required
16. All reasonable costs I incur in relation to the case are charged at cost. Copies of receipts will be provided upon request.
17. All fees incurred under this agreement are independent of taxation of the court. I am not prepared to have my accounts subjected to detailed assessment by any third party and it is the responsibility of the instructing solicitor to fund any and all fees disallowed on assessment.
18. The instructing solicitor is responsible for settling all invoices within **60 days** of delivery of the invoice. All fees and affiliated costs are the responsibility of the instructing solicitor and are payable in full whether or not court proceedings have commenced or are intended, and whether or not the client is successful in their claim.
19. Should accounts fail to be settled within the agreed period, **interest** at 2% per month (or part thereof) and **debt recovery costs** are payable on the outstanding balance pursuant to The Late Payment of Commercial Debts (Interests) Act 1998.

20. I will use my experience, care, and skill in fulfilling your instructions to the best of my ability. Both the client and the instructing party understand and accept that my duty lies to the court pursuant to Part 35 of the Civil Procedure Rules (“CPR35”) and the accompanying Part 35 Practice Direction (“PD35”).
21. I shall not incur any liability to the client for any loss or damage which may be suffered as a result, directly or indirectly, by the supply of services being prevented, hindered or delayed as a consequence of circumstances outside of my control.
22. I reserve the right to terminate this agreement upon written notice to the instructing solicitor, without prejudice to any accrued rights under the agreement, if the client:
 - i. is dissolved or becomes insolvent
 - ii. makes a general assignment, arrangement or composition with its creditors
23. I also reserve the right to terminate this agreement without prejudice to any accrued rights under the agreement, if the client or anyone representing them, provides me with false or misleading information which might compromise my duty to the court. Any work undertaken up until that point is chargeable at the rates set out above.
24. The client may terminate this arrangement by providing written notice to me. All work performed up to this point is chargeable to the instructing solicitor
25. In the event of any dissatisfaction with my services the client will put their reasons to me in writing. Any fees incurred up to this point remain subject to payment in full.
26. The rights and remedies set forth in this agreement are not exclusive
27. This agreement shall be governed by and construed in accordance with the laws of England

**AGREEMENT FOR PROVISION OF MEDICO-LEGAL SERVICES BY
DR DAVID NEWBY – DDP MEDICAL SERVICES LTD**

Agreement Form

By signing this form, you confirm that you have read the terms and conditions set out in the ‘Terms and Conditions’ document and that you agree to abide by them, and that you are authorised to so do.

This agreement form, dated, is between:

[1] Dr David Newby – DDP Medical Services LTD, a limited company (company registration number 12704405)

and

[2] Client’s name:

Client’s address:

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Once complete, please return this agreement to: **ddp.medicolegal@gmail.com**