

Terms & Conditions – Prof. Myerson Expert Witness Work

Process and general fee arrangements

1. Following an initial enquiry, an estimate of the likely fee and timescale for the report / other work will be provided in advance. This is contingent on the size of the medical records/other documents to review, the complexity of the case and whether a consultation is required +/- further investigations, so alterations in these may require a modification of the fee.
2. Prof. Myerson's current expert witness fee schedule is available as a separate document. Generally, the fee is based on the time required for the work, and the hourly fee rate which applies. An estimated fee range is usually provided, but an agreed maximum or fixed cost fee is possible on request.
3. All sums payable to Prof Myerson under this agreement are exclusive of VAT (or equivalent tax) and the instructing party shall, in addition, pay amount equal to any VAT chargeable on those sums on delivery of a VAT invoice. The sum shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
4. Any conflict of interest will be highlighted at the initial enquiry stage, and thereafter if it becomes apparent at a later date.
5. A letter of instruction is required from the instructing solicitor / barrister / other instructing party (or parties in joint instructions), indicating the matters to be addressed.
6. For the avoidance of doubt, no instructions can be accepted where payment is contingent on the outcome of the report/case.
7. Prof. Myerson will confirm receipt of the letter of instruction and the medical records/other documentation, and any additional information or modifications to the time required or fee will be clarified before starting work.
8. If a consultation is required, this normally takes place in Oxford, but Prof. Myerson can arrange to see clients in London or other locations, for which there will be an additional fee (confirmed in advance). Prof. Myerson's secretary will make arrangements for the consultation direct with the patient/client at a suitable time.
9. Case conferences, and formal discussions with other experts are undertaken, in keeping with CPR part 35, according to an agreed agenda, and a joint report/statement will be issued outlining the areas of agreement and those of disagreement.
10. Where required, Court attendance will be undertaken to assist the courts. Please inform me of the expected trial date and confirm whether you require me to act as a single or joint expert, or a court assessor.

Expert's responsibilities

11. Prof. Myerson will use all reasonable endeavours to complete the services, in accordance with this agreement in all material respects.
12. All reasonable endeavours will be made to meet any performance dates set out in the instructions, but any such dates shall be estimate only.
13. Prof. Myerson will comply with his duties to the court or tribunal.
14. Prof. Myerson shall not be obliged to act in circumstances of actual or potential conflict of interest and will notify the instructing party of any known conflict.

Instructing party's obligations

15. The instructing party shall:
 - a. Provide enough information about the client and relevant 3rd parties to enable prof Myerson to carry out a conflict check.
 - b. Ensure that all of the instructions are received by Prof. Myerson in sufficient time to enable the expert to carry out the work before any set performance dates.
 - c. Provide to prof Myerson in a timely manner all documents, information, items and materials in any form reasonably requested or required by Prof. Myerson in connection with the services.
 - d. Ensure that the instructions and any further information are accurate and complete.
 - e. Co-operate with Prof. Myerson in all matters relating to the services and the report.
 - f. Conduct themselves in their dealings with Prof Myerson and the court or tribunal that they comply with their duties to the court or tribunal and pursuant to the applicable rules of procedure.
 - g. Ascertain and confirm Prof Myerson's availability for court or tribunal appearances and participation in alternative dispute resolution or meetings with the instructing party, 3rd parties or another expert or otherwise relevant to the services.
 - h. Notify prof Myerson of any dates relevant to the services and shall keep the expert promptly informed of any changes to such dates.
 - i. Make such applications to the court or tribunal or otherwise as required or requested by Prof Myerson to enable Prof Myerson to comply with his duty to the court or tribunal; or to minimise an adverse costs order being made against Prof Myerson by the court, including warning Prof Myerson in good time, making representations on his behalf and procuring representation by an advocate on behalf of Prof Myerson.
 - j. In the case where Prof Myerson is appointed as a single joint expert, cooperate with all other instructing parties to facilitate the provision of any conflict check, instructions, setting of performance dates, questions and appearance by prof Myerson in the court or tribunal.

16. If Prof Myerson's performance of his obligations under this agreement is prevented or delayed by any act or omission of the instructing party, then without prejudice to any other right or remedy it may have, Prof Myerson shall be allowed an extension of time to perform his obligations equal to the delay caused by the instructing party.

Data protection

17. Both parties will comply with all applicable requirements of the applicable data protection laws.
18. As data controller, the instructing party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Prof Myerson to process for the duration and purposes of the services.
19. Copies of medical records and other relevant documentation can be sent to Prof Myerson electronically, on CD/other portable media or in paper form (hard copy). The data files will be stored by Prof Myerson in a secure location, compliant with the 1998 Data Protection Act and the EU General Data Protection Regulations, until the conclusion of the case, or the end of his involvement in a case (whichever is sooner), whereupon the data will be destroyed. Data acquired from a consultation for an expert report is treated in the same way. Reports are sent securely to the instructing party and are retained safely for 6 years, after which they are destroyed.
20. Prof. Myerson is registered as a data controller with the Information Commissioner.

Report

21. In general, a full CPR Part-35 compliant Expert Witness Report will be produced for civil cases, including the factual circumstances, findings from any consultation, opinion and conclusions. Other types of report are also provided, including a brief initial screening report, advisory reports, specific subject reports, tribunal assessments, criminal court reports (criminal procedure rules and PD-19 compliant) including fitness for trial assessments, and reports for the Court of Protection (court of protection rules and PD-15A compliant).
22. Reports will be produced to a high quality, presented in a professional manner, with adequate spacing, appropriate sections, and page numbering. A glossary of relevant medical terminology is included where appropriate, and full copies of reference material used will be provided.
23. Reports can be sent electronically (several secure methods are available), or in hard copy (bound with cover).
24. The time-scale is normally 6-8 weeks for provision of a report, but if longer, this will be communicated in advance. More urgent reports can often be accommodated by specific arrangement.
25. Prof. Myerson will make every effort to meet an agreed deadline. Should it not be possible to meet a proposed deadline, he will ensure that you are informed within good time and re-arrange a realistic date accordingly

26. Prof. Myerson will address any further queries following the report. There will be no charge for clarification of aspects of the report, or straightforward subsequent queries, but longer or more involved follow-up questions may incur a fee at the standard hourly rate.
27. Prof. Myerson will retain all intellectual property rights over his advice and/or report.

Payment

28. An invoice will be sent on completion of the report / other work. Payment terms are generally within 60 days of receiving the report / other service. In the case of single joint expert instructions, the individual instructing parties remain jointly and severally liable for the fee.
29. Disbursements including travel and accommodation costs shall be charged additionally to the fee for the report at the cost incurred. They will include all reasonable expenses incurred in discharging the obligations including car mileage, first class rail travel, business class air fares, reasonable refreshments and hotel accommodation where an overnight stay is necessary, the cost of photocopying, reproduction of diagrams and drawings and other similar expenses incurred in the production of the report.
30. **Missed consultation / cancellation.** Up to 24 hours in advance, there is no fee for cancellation of a consultation. For cancellation within 24 hours of the appointment, or for non-attendance without notice, a fee of £400 will be payable.
31. **Cancellation of any court appearances:** up to two weeks' notice, no fee; two weeks to two days: half fees; less than 48 hours: full fees will be due.