

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 an estimated fee range is usually provided, but an agreed maximum or fixed cost fee is possible.
3. Any conflict of interest will be highlighted at the initial enquiry stage, and thereafter if it becomes apparent at a later date.
4. 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.
5. For the avoidance of doubt, no instructions can be accepted where payment is contingent on the outcome of the report/case.
6. Copies of medical records and other relevant documentation can be sent electronically, on CD or in paper form (hard copy). These will be stored 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 my 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 solicitor/other lawyer and are retained safely for 6 years, after which they are destroyed. I am registered as a data controller with the Information Commissioner.
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.

Dept. Cardiology
John Radcliffe Hospital
Oxford OX3 9DU

Email: secretary@oxfordcardiologist.com
www.oxfordcardiologist.com

Report

11. 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).
12. 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.
13. Reports can be sent electronically (several secure methods are available), or in hard copy (bound with cover).
14. The time-scale is normally 3-4 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.
15. 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
16. 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.
17. Prof. Myerson will retain all intellectual property rights over his advice and/or report.

Payment

18. 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.
19. Disbursements including travel and accommodation costs shall be charged 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.
20. **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 £250 will be payable.
21. **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.

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