

Mr Donald Sammut FRCS (Plas. Surg.)

Surgery of the Hand
Plastic & Reconstructive Surgery



donaldsammut.com

TERMS AND CONDITIONS For provision of Medical Expert Report

1. General

The following terms and conditions shall apply to the provision of medical reports and medical witness work by Donald Sammut FRCS (Plas. Surg) ("the Medical Witness") to Instructing Solicitors or their agents ("Instructing Solicitors").

2. Confidential Information

Instructing Solicitors shall treat all information supplied by the Medical Witness as confidential and shall use such information solely for the purpose of the litigation to which the Medical Witness evidence relates. Instructing Solicitors shall not disclose such information, directly or indirectly, to any third party other than as required for the above mentioned purposes, without the prior written consent of the Medical Witness.

3. Charges

3.1 If the Instructing Solicitors cancel their request for a medical report before completion, the Medical Witness shall be entitled to charge Instructing Solicitors an appropriate fee reflecting work and administrative time to the date of cancellation.

3.2 The Medical Witness may increase his charges to Instructing Solicitors by 50 per cent for any work outside the United Kingdom.

3.3 Where the Medical Witness makes himself available to give evidence in court and, subsequently, due to an out-of-court settlement or for any other reason, is no longer required to appear on the date originally specified, the Medical Witness shall be entitled to charge a percentage of the original fee agreed for appearing in court (the 'original fee' meaning the agreed daily rate multiplied by the number of days at court for which the Medical Witness makes himself available) depending on the number of working days notice of cancellation by Instructing Solicitors as follows:

20 working days	20% of fee
10 working days	50% of fee
5 working days	100% of fee

3.4 The amount due to the Medical Witness shall not be subject to taxation. It shall be the sole responsibility of the Instructing Solicitors:

- (a) to ensure that the Medical Witness's charges are no higher than reasonably necessary for the purpose of the litigation; and

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- (b) in a Legal Aid case, to obtain prior approval of the Medical Witness's charges from the Legal Aid Board.

4. Payment

The Medical Witness will require advance payment for the written report(s) prior to supplying the report(s) to Instructing Solicitors. Unless there has been prior agreement to defer payment, an invoice of fees will be sent upon completion of the report. The report will be sent to the Instructing solicitors, by return, upon settlement of all fees due.

5. Indemnity

It shall be the duty of Instructing Solicitors so far as is possible:

- 5.1 when requested by the Medical Witness to obtain and provide to the Medical Witness all relevant medical records including X-rays;
- 5.2 to give adequate instructions to the Medical Witness;
- 5.3 to check that the factual matters covered in the Medical Witness's report(s) are correct, appropriate and complete.

Instructing Solicitors shall indemnify the Medical Witness in respect of any claim made against the Medical Witness resulting from their failure to do so.

6. Liability

The liability of the Medical Witness to Instructing Solicitors and/or their client(s) for negligence, whether this arises in tort or in contract or otherwise, in respect of any loss or damage caused by an act or default by the Medical Witness shall be limited to the amount received by the Medical Witness for his services.