

**Dr Alastair Bint**  
**General Practice Expert Witness**  
**GP Experts Ltd, Send Business Centre, 3 Tannery House, Tannery Lane,**  
**Send, Woking, Surrey, GU23 7EF**

**Terms and conditions relating to the provision of expert services**

Provision of legal services onwards from January 2021

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. By instructing me, you are agreeing to these terms of instruction.

I, Dr Alastair Bint agree to provide witness services as an expert in the field of General Medical Practice in accordance with instructions received from the client, and in accordance with the terms of engagement as set out below:

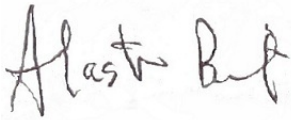
1. Subject to paragraph 9 below, my fee rate is £XX sterling per hour for all time spent on the case. Time spent in necessary travel will be charged at £XX sterling per hour. VAT shall be charged.
2. All reasonable expenses incurred by me will be charged at cost. Any necessary mileage will be charged at 48 pence per mile or first class rail fare whichever is appropriate. Copies of receipts will be provided if requested.
3. Where I am retained in a matter and the instruction is cancelled without my having to conduct an investigation and/or report I reserve the right to make a cancellation charge.
4. The client will pay me within 90 days from completion and receipt of the report or delivery of the invoice. Separate invoices will be rendered for further work undertaken on the case and will be paid within 90 days from delivery of such further invoice.
5. Once the case has been set down for trial I will use my best endeavours to keep those dates free of other work or other trial commitments.
6. If the case is set down for trial and is cancelled, settled or my need to attend cancelled within five working days, one notional day's attendance at court will be chargeable as set out below.
7. My daily rate for attending court hearings is £XX per day whether or not oral evidence is given.

8. For accounts not settled within the agreed period and at my discretion, interest will be charged, at the rate of 2% per month, or part of a month, until full settlement is received, pursuant to the Late Payment of Commercial Debts (interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.
9. If my instructing party does not make payment when due I may modify the payment terms so as to make all fees and disbursements payable in advance or require my instructing party to give such assurance, guarantee or undertaking as I may reasonably require to secure payment obligations. Until payment in full has been made I shall be entitled to retain all books, papers, reports, documents and other materials, whether or not they relate to the assignment in respect of which I have been instructed.
10. The rights and remedies set forth in this agreement are not exclusive and are in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by and construed in accordance with the laws of England and constitutes the entire agreement between the parties.
12. I will use my experience, care and skill in fulfilling your instructions to the best of my ability. In the event of dissatisfaction with my services, the client shall put reasons to me in writing.
13. 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.
14. 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.
15. I confirm that I hold professional indemnity insurance in respect of the Appointment.

16. The client shall provide me with comprehensive instructions including whether the matter is pre-trial advice or litigation is likely and all time tabling information as far as is practicable including track allocation. I reserve the right to terminate this agreement, and to charge for work undertaken to that point, if the client or anyone representing the client shall have provided me with information which is false or misleading and which may compromise my duty to the court.
17. Intellectual Property: I will own the copyright in all reports and/or materials produced by me.

Please do not hesitate to contact me if there is anything relating to these terms which you would like to discuss.

Yours Sincerely,

A handwritten signature in black ink that reads "Alastair Bint". The signature is written in a cursive style with a large initial 'A' and a distinct 'B'.

Dr Alastair Bint

MBChB DGM DFSRH DRCOG FRCGP FEWI PGCert

**Cost planning in the light of the Jackson reforms;**

In order to help you plan your costs, I set out the following schedule as applies to the 'average' case. VAT must be added to all these prices and I stress that these are estimates and not contractually binding.

Report usually 4-5 hours work

Case conference, including preparatory work, travel time and conference; if in person it is usually around £XX. If telephone conference then more like £XX.

Further work on addendum reports, reviewing other reports, Claim/Defence documentation at £XX per hour. The average amount of time taken up on with on-going documentation exchange until trial can be 8-10 hours therefore up to £XX.

Appearance in Court ½ day £XX , full day £XX and to add on travel costs (£65 per hour).

**Please confirm your agreement in writing to the above terms.**

signature.....

name.....

company and position.....

date.....