



**Mr Jonathan Luck FRCS FRCOphth  
Consultant Ophthalmic Surgeon**

The Royal United Hospital Bath NHS Trust  
Combe Park  
Bath BA1 3NG

Dear Sir / Madam,

Thank you for your instruction.

Please find attached my standard Terms and Conditions of Engagement. I would be very grateful if you could read through these, and provided that you find them acceptable, I shall be obliged if you will acknowledge acceptance of the terms by signing the document on the last page where indicated and returning it to me, keeping a copy for your records. If the contents are not in accordance with your understanding of what our agreement ought to be, I shall be pleased to receive your further observations and to give you any further information that you may require.

If a signed copy is not received, but instructions and records are sent, then I shall assume that they are acceptable.

On receipt of the relevant documentation, I normally aim to turn a report around within 4 weeks. My charges are laid out below. My reporting tends to split claimant / defendant / joint in approximately a 50/50/10 split. I have enclosed a copy of my CV for your records.

Yours faithfully

A handwritten signature in black ink that reads "Jonathan Luck".

Jonathan Luck MB ChB FRCS FRCOphth

## Terms and Conditions of Engagement

Mr. Jonathan Luck MB ChB FRCS FRCOphth

### **Obligations of the Solicitor**

To deal promptly with every reasonable request by myself for authority to obtain any information and documents deemed by me necessary to fulfill your instructions.

To give prompt written notification of every meeting, hearing, trial or other appointment at which my attendance will be required.

To not alter or permit others to alter any of the reports produced by me.

### **For civil cases**

To provide me with all documents relevant to the case, in particular:

The Claimants/Defendant's statements

The Claimants Statement of Claim in the High Court, or Particulars of Claim in the County Court and, once the case has been started, any other pleadings

All Claimant and Defendant Witness Statements

The reports of other Experts, for both the Claimant and the Defendant.

Any directions of the Court as to how the case is to be conducted

Any other relevant documents.

### **For criminal cases**

To provide me with all documents relevant to the case and in particular:

To notify me what the Defendant is charged with

To notify me what defence if any the Defendant is relying on

To provide me with a copy of the Defendant's Statement

To provide me with Witness Statements for the Prosecution and Defence (or summaries)

To provide me with reports of the Expert Witnesses for both the Prosecution and the Defence.

## **Obligations of the Expert**

As the Expert I will:

Use reasonable skill and care in the performance of the instructions given to me.

Act with objectivity and independence with regard to my instructions and, in the event of a conflict between my duties to your client and to the Court, hold my duties to the Court paramount.

Undertake only those parts of the case in respect of which I consider I have adequate qualifications and experience.

Promptly notify the Solicitor of any matter (including a conflict of interest or lack of suitable qualifications and experience) which would disqualify me or render it undesirable for me to have continued involvement in the case.

Use all reasonable endeavors to make myself available for all meetings, hearings, trials and other appointments for which I have received adequate written notice.

Not without good cause discharge myself from the appointment as Expert.

Preserve confidentiality save as expressly or by necessary implication authorised to the contrary.

Not negotiate with another party or advisor unless specifically authorised by the Solicitor to do so. For the avoidance of doubt this does not apply to any order of a Court or Tribunal.

## **Information Governance**

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.

## Intellectual property rights

The rights of ownership in respect of all documents and other original work created by me shall remain vested in me and less otherwise agreed in writing.

## Fees

My fees are based upon the degree of responsibility and skill involved and the time necessarily occupied on the work. Unless otherwise agreed they will be charged separately for each class of work mentioned above.

I agree to provide witness services as an expert in the field of Ophthalmology in accordance with instructions received and in accordance with the terms of engagement as set out below:

- (a) **Reports (Part 35 compliant)** - my current hourly fee rate for preparing such reports is £350 per hour for all work undertaken on the case, to include review of records, examination of patient (if condition and prognosis report required), preparation of report, literature searches, travel time, and supplementary enquiries. A report will be provided approximately 6 weeks after receipt of the records / examination of the client
- (b) **Screening / Desktop (non-Part 35 compliant)** requests are accepted at a fixed rate of £700. For this type of report, it is assumed that the medical records and any other documentation the expert needs to review and consider do not exceed 100 pages. If the records exceed 100 pages, an additional fee may be payable with the agreement of the instructing solicitor. A report will be provided within approximately 4 weeks of receipt of the records
- (c) **Examination** (if required) will be arranged by us within 4 weeks of receipt of instruction and your acceptance of these T&C's.
- (d) **Attendance at case conference** will be charged at £400 per hour (a minimum total charge of £400) including travel time. and travel expenses
- (e) **Attendance at Court** as an expert witness, whether oral evidence is eventually required or not, is charged at £2,500 per day or part thereof, plus accommodation and subsistence expenses and travelling expenses at £200 per hour with First Class rail travel or car mileage at 90 pence per mile. Copies of receipts will be provided if requested
- (f) If an overnight stay should be required, this will be charged at £350 per night (plus accommodation and subsistence expenses)
- (g) Where it is necessary to undertake specific investigations or tests in order properly deal with the matter, I will seek the Client's authority

before incurring the cost of such investigations or tests. The Client will be responsible for the charges for such tests and investigations.

- (h) The Client will pay me within 30 days from completion of the report and delivery of the invoice. Separate invoices will be rendered for further such work undertaken on the case and will be paid within 30 days from delivery of such further invoice. Deferral of fees until conclusion of a case attracts a 5% uplift in fees.
- (i) I will use my best endeavours to comply with any Court order affecting me. I require the Client to supply me with copies of all such Court orders as soon as possible after such has been made. I will deal with any questions about my report put to me by either party but may require assistance and guidance from the Client. I will deal with any order or request to attend an experts' meeting. 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
- (j) I reserve the right to terminate this agreement upon giving written notice to the Client, without prejudice to any accrued rights under the agreement, if the Client is dissolved or becomes insolvent, or makes a general assignment, arrangement or composition with its creditors
- (k) 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
- (l) This agreement shall be governed by and construed in accordance with the laws of England and constitutes the entire agreement between the parties
- (m) 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
- (n) The Client shall provide me with comprehensive instructions including whether the matter is pre-trial advice or litigation is likely and all timetabling information as far as is practicable including track allocation
- (o) I reserve the right to terminate this agreement and charge for work undertaken to that point if the client or anyone representing 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
- (p) The Client understands and accepts the nature of my duty to the Court under Part 35 Civil Procedure Rules

- (q) 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 my control
- (r) Cancellation charges will be applied in any case which I have been warned for Court or a Summons issued, the charges depending upon notice of cancellation:

<b>Notice of cancellation (calendar days)</b>	<b>Percentage of fee payable</b>
Less than 7	100% of fee for dates set aside
7-13	75%
14-27	50%
28-56	25%
More than 56 days	No charge

Invoices for work done will be rendered at appropriate times.

### **Legal Aid funded cases**

In cases where my fees are to be funded by the Legal Services Commission, I will provide a costed programme of work and require you to obtain its approval (prior authority) by the Commission. I wish to receive a copy of the Form of Approval, before any work is undertaken. I reserve the right to approach the Legal Services Commission through you for prior approval of fees to complete the work, or to undertake additional work, should this prove necessary.

Where a fee has been agreed in advance with the Legal Services Commission or your client, I reserve the right to invoice the full cost of my fees even if this exceeds the fee agreed in advance.

I will not demand payment of that excess until the conclusion of the case, at which stage all or part of that excess will be cancelled if it is not recovered by instructing Solicitors, at taxation of costs or otherwise.

Instructing Solicitors will apply promptly to the Legal Services Commission for interim payment of my fees and disbursements as invoiced and will remit promptly to me all such payments received.

Where a taxation/assessment of costs is necessary, it will be applied for, pursued or defended (as appropriate) in a timely manner, and that my reasonable fees and disbursements are recovered in full by way of the Legal Services Commission.

### **Privately funded cases**

In privately funded cases, the instructing Solicitors will at all times ensure that they are in funds to discharge and that they promptly discharge my fees and

disbursements (within 30 days of date of invoice as above) unless specifically agreed otherwise. May I remind you that you remain liable to pay my invoice even if your client has not met your costs. My full fees are to be paid irrespective of the outcome of any taxation of costs.

Once it has been agreed this letter will remain effective until it is replaced.

THE ABOVE TERMS AND CONDITIONS ARE AGREED

SIGNED.....

POSITION.....DATE.....