

Spire Elland Hospital

Elland Lane
Elland
West Yorkshire
HX5 9EB

**BMI The Huddersfield
Hospital**

Birkby Hall Road,
Huddersfield,
West Yorkshire
HD2 2BL

Huddersfield Royal Infirmary

Acre Street
Huddersfield
West Yorkshire
HD3 3EA

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Terms and conditions relating to the provision of expert services

I, Dr Robert Moisey agree to provide witness services as an expert in the field of general medicine, diabetes & endocrinology 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 is £350 sterling per hour for all time spent on the case. Time spent in necessary travel will be charged at £150 sterling per hour. VAT will 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 and 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 work.
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 £1400 per half day including travelling and waiting time that day whether or not oral evidence is given.

8. For pre-trial work in publicly funded cases (where my fees constitute a disbursement) the client shall advise me of any undue delay in payment. I will assume that the client has received all necessary authority for me to be instructed and paid.
9. Accounts not settled with 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.
10. 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 a) is dissolved or becomes insolvent b) makes a general assignment, arrangement or composition with its creditors.
11. The rights and remedies set forth in this agreement are not exclusive and are not in addition to all other rights and remedies provided by law.
12. This agreement shall be governed by and construed in accordance with the laws of England and constitutes the entire agreement between parties.
13. 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 the reasons to me in writing.
14. The client understands and accepts the nature of my duty to the court (in civil matters) under Part 35 Civil Procedure Rules.
15. 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.
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 the information which is false or misleading and which may compromise my duty to the court.
17. Please confirm your agreement in writing to the above terms.

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

Yours sincerely

Dr Robert Moisey MB ChB FRCP

Consultant Physician General/Acute Medicine, Diabetes & Endocrinology

Dr Robert Moisey MbChB FRCP

Contact details:

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General administrative enquiries including current report turnaround times, requests for anonymous sample reports or more detailed curriculum vitae information should be emailed to me.