



**Wee Brains**

DR MIKE TAYLOR  
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### **Terms and Conditions for Expert Witness Service**

This letter sets of the terms for provision of expert witness service by Dr Micheál Taylor, Consultant Paediatric Neurologist MBBCh BAO BSc MRCPC, and may only be amended by agreement in writing.

### **Enquiries**

When approached regarding a case I will endeavour to reply within two weeks. Once confirmed that I will accept the matter, the case will be placed on my waiting list and you will be offered a timeframe for preparation of the report. This will be dependent upon my receipt of your formal instruction and acceptance of my terms and conditions within 14 days of my acceptance of your approach. If definite instructions along with all medical records and any imaging are not received within this 14 day period, any undertakings made will lapse and the matter will be removed from my caseload.

A document handling charge of £500 will be made if I receive formal full instruction and/or medical records and the instruction is subsequently cancelled.

### **1. Fees**

1.1. The hourly rate is £300 for compiling reports. The maximum time to provide one report is fixed at 30 hours.

1.2. If examination of a client is required, the above hourly rate applies, plus travel expenses of £250 per hour. A further fee for room hire will be chargeable at £50 per hour if examination occurs in Leeds.

1.2.1. In the event of cancellation, fees will be charged in full unless 14 days notice has been given.

1.3. Attendance at conference with counsel is charged at the above rate, plus travel expenses of £250 per hour. I prefer to attend conferences by telephone or video link if available.

1.4. Attendance at Court is charged at £2250 per half day, or part thereof, plus expenses including travel and reasonable accommodation costs as listed below.

1.5. All rates quoted are subject to review.

1.6. In the event of any court appearance being cancelled, for whatever reason, the full fee shall be paid unless notification is given in writing 7 days in advance. A cancellation charge of half the court fee per day booked will be paid where notification of cancellation is received with between 6 and 21 days' notice, and 20% of the court fee per day booked will be paid if notification is received between 22 and 60 days in advance. In respect of notification received in advance of 61 days, all charges will be waived.

1.7. Travel expenses shall be first-class by rail and business-class by air. Car mileage will be charged at £0.70 per mile. Disbursements will also include reasonable accommodation and subsistence costs.

## **2. Invoicing**

- 2.1. Lakeside LTMT Ltd will invoice on behalf of Dr. Micheál Taylor upon delivery of the report.
- 2.2. Payment will be due within 28 days of the date of invoice.
- 2.3. If there is reason to believe your Client or other paying party may be unable to pay any fees or other sums due to us, you will notify us immediately. If the fees are funded by the Legal Aid Board or other third party, you will ensure all invoices are promptly forwarded and settlement made within 28 days of invoice.
- 2.4. If any payment due under the terms of the appointment is not paid by the due date for payment, interest shall accrue on the overdue amount at the statutory rate. Interest shall accrue daily from the due date until date of actual payment, whether before or after the judgment. If payment is not received for a report completed, I reserve the right to refuse to undertake any further work or answer any questions regarding the report sent.
- 2.5. I am not prepared to consider revision or remission of fee based on outcome of the case, or whether the report I prepared is used in the proceedings or not.
- 2.6. For all medical reports prepared following instructions by an agency, reports will be released only upon receipt of payments.

## **3. Instructing solicitors**

- 3.1. Are responsible for giving adequate instructions, and obtaining all relevant notes, records and investigations, and shall check that all relevant matters are addressed in the reports.
- 3.2. They shall:
  - 3.2.1. Provide us with, or procure the provision of, all information which might reasonably be expected to be relevant in enabling us to fulfil our responsibilities under this Appointment as and when it becomes available to your Client and / or to the Instructing Solicitors;
  - 3.2.2. Ensure that the Information provided or prepared by your Client or on your Client's behalf is complete and accurate in all material aspects and not misleading and is updated as necessary (informing us immediately if your Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect).
- 3.3. Instructing Solicitors acknowledge that we shall, and are entitled to, rely upon all information provided, that we shall not be responsible for the accuracy or verification of any information and that the report will be provided only on the basis of the information disclosed to us by you.
- 3.4 . Meetings/Conferences/Court Appearances
  - 3.4.1. Availability should be checked 6-8 weeks in advance with my secretary
  - 3.4.2. I have fixed commitments on Monday afternoons, Tuesday morning, Wednesday whole day and Thursday morning. I can only be available during these times in exceptional circumstances and with sufficient prior notice (6-8 weeks).
  - 3.4.3. Thursday afternoon and Fridays are my days committed to medicolegal work and are my preferred days for undertaking examinations and attending conferences.
  - 3.4.4. Due to my clinical commitments in Leeds, I prefer to attend Conference in London via telephone/video link where possible. Please note this on your files accordingly.
  - 3.4.5. I require exact dates of my required attendance at Court eight weeks prior to ensure availability.

#### **4. Right to Terminate**

4.1. The Appointment is subject to receipt of all necessary and relevant information from you in sufficient time to prepare a response. We will advise you promptly if:

4.1.1. Instructions are not acceptable because, for example, they require work that falls outside our expertise, impose unrealistic deadlines, or are insufficiently clear,

4.1.2. We consider that instructions are or have become insufficient to complete the work,

4.1.3. We become aware that we may not be able to fulfil any of the terms of appointment,

4.1.4. We are not satisfied that we can comply with any orders that have been made.

4.2. The retainer may be terminated by the instructing solicitor or your client at any time by written notice. Termination will not affect our entitlement to payment of any fees for work conducted before the date of the termination.

4.3. Upon termination, all documents and materials provided to us for the purpose of this appointment will be securely destroyed.

#### **5. Confidentiality**

5.1. We will treat all information, facts, matters, documents and all other materials of a confidential nature which we receive or create as a result of this Appointment as confidential, (except insofar as we have to refer to them when setting out the substance of our instructions in your report or as required by law).

5.2. I am registered with the Information Commissioner's Office and the reference number is ZB622552 .

#### **6. Responsibility**

6.1. We confirm that the work which is carried out in relation to this retainer will be our own and will not be delegated or sub-contracted.

#### **7. Force Majeure**

7.1. We 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) if such delay arises from or is attributable to acts, events, omissions or accidents beyond our 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.

#### **8. Documents**

8.1. Please forward all documents electronically if possible. Please ensure all passwords are forwarded in relation to documents sent on the same day as the document. Please check the password works before sending the same to avoid delays in accessing records when I am preparing reports.

8.2. All correspondence should be sent to 53 Morritt Drive, Leeds LS15 7HZ.

8.3. Do NOT forward any correspondence to the hospital as this may result in a Data Protection breach. Please ensure that any documentation which cannot be sent electronically is sent via a signed for and tracked courier service.

## **9. Radiology**

9.1. Please provide the password if encrypted (all discs are encrypted by radiology departments before release since 2017-2018).

9.2. Please open the disc in your offices before sending to make sure the disc has necessary software on it and the password is correct and imaging is accessible.

9.3. The discs will not be returned. Please retain originals.

9.4. Any opinion provided is on the basis of working experience, not as a neuroradiology expert.

## **Medical Examinations**

10.1 These will be facilitated in Leeds and likely to last at least 2 hours.

10.2. Cancellation fees will be charged in full unless 14 days notice has been given.

10.3. Please note that there are no facilities for suction or oxygen administration at the consulting room.

## **11. Home Visits**

11.1. If an instruction is accepted by me based on the information from you as the instructing solicitor that the Claimant will attend an appointment at Leeds and a home visit is subsequently sought, the turnaround time for the report agreed in the acceptance letter may not be adhered to.

11.2. The final fee note in such cases will exceed the estimate provided initially due to the addition of fee charges for travel time (£250.00 per hour) and travel expenses to include mileage at £0.70 per mile. If the return travel for any agreed home visit is likely to exceed 6 hours, reasonable accommodation and subsistence charges will also apply.

11.3. Prior to any home visit being undertaken a comprehensive instruction form must be completed by the instructing solicitor outlining the reason for the visit. If this form is not received 7 days in advance, the visit will be cancelled and a fee of £2250 will be applied.