



## Dr Peysh A Patel

MA(Cantab) MB BChir MRCP(2011) PGD PhD PGC FHEA CCDS DLM FESC

**Consultant Cardiologist, Associate Professor & Expert Witness**

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### **Terms and conditions relating to provision as an expert witness**

I set out below the terms and conditions upon which I am able to accept appointment as an expert witness. This agreement shall be governed by the laws of England & Wales and any dispute shall be exclusively determined in the English courts and pursuant to English law. It constitutes the entire agreement between the parties, unless amended in writing. The rights and remedies set forth in this agreement are not exclusive, however, and are in addition to all other rights and remedies provided by law.

### **Process and fee arrangements**

1. Following an initial enquiry, an estimate of the likely fee and timescale for the report / other work will be provided in advance. This is contingent on the size of the medical records/other documents to review, the complexity of the case and whether a consultation is required +/- further investigations. If modification of the fee is sought, an estimate will be provided and work will not commence until this has been agreed between the parties.
2. Dr Patel's current expert witness fee schedule is available as a separate document. Generally, the fee is based on the time required for the work, and the hourly fee rate which applies. An estimated fee range is usually provided, but an agreed maximum or fixed cost fee is possible on request.
3. All sums payable to Dr Patel under this agreement are inclusive of VAT. The sum shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
4. Any conflict of interest will be highlighted by Dr Patel at the initial enquiry stage, and thereafter, if it becomes apparent at a later date.

5. Before work can be undertaken, a letter of instruction is required from the instructing solicitor / barrister / other instructing party (or parties in joint instructions), indicating the specific matters to be addressed in any subsequent reports.
6. For the avoidance of doubt, no instructions will be accepted where payment is contingent on the outcome of the report/case.
7. If a consultation is required, this normally takes place in a consulting suite in Birmingham. Dr Patel is able to arrange to see clients in London or other locations for their convenience if desired, for which there will be an additional fee (confirmed in advance). Dr Patel's secretary will make arrangements for the consultation direct with the patient/client at a suitable time.
8. Case conferences and formal discussions with other experts are undertaken in keeping with Civil Procedure Rules (CPR) part 35, according to an agreed agenda, and a joint report/statement will be issued outlining the areas of agreement and those of disagreement.
9. Where required, Court attendance will be undertaken to assist the courts. The instructing solicitors shall, as soon as practicable, inform Dr Patel of the anticipated trial window/date to secure attendance and clarify whether requirements are to act as a single or joint expert, or a court assessor.

#### **Expert's responsibilities**

10. Dr Patel will use all reasonable endeavours to complete the services, in accordance with CPR part 35.
11. All reasonable endeavours will be made to meet any performance dates set out in the instructions, but any such dates shall be estimate only.
12. Dr Patel will comply with his duties to the court or tribunal.
13. Dr Patel shall not be obliged to act in circumstances of actual or potential conflict of interest and will notify the instructing party of any known conflict.
14. Although there is a duty of care to the client and instructing solicitors, the primary duty as an expert witness will be to provide independent and unbiased evidence to the Court.

15. Dr Patel confirms that he holds professional indemnity insurance in respect of the services offered. A copy of the certificate of insurance is available on request.

#### **Instructing party's obligations**

16. The instructing party shall:

- a. Provide enough information about the client and relevant 3rd parties to enable Dr Patel to carry out a conflict check.
- b. Ensure that all of the instructions are received by Dr Patel in sufficient time to enable the expert to carry out the work before any set performance dates.
- c. Provide to Dr Patel in a timely manner all documents, information, items and materials in any form reasonably requested or required in connection with the services.
- d. Ensure that the instructions and any further information are accurate and complete.
- e. Cooperate with Dr Patel in all matters relating to the services and the report.
- f. Ascertain and confirm Dr Patel's availability for court or tribunal appearances and participation in alternative dispute resolution or meetings with the instructing party, 3rd parties or another expert or otherwise relevant to the services.
- g. Notify Dr Patel of any dates relevant to the services and shall keep the expert promptly informed of any changes to such dates.
- h. Make such applications to the court or tribunal or otherwise as required or requested by Dr Patel to enable him to comply with his duty to the court or tribunal; or to minimise an adverse costs order being made against Dr Patel by the court; this includes warning Dr Patel in good time, making representations on his behalf and procuring representation by an advocate on behalf of Dr Patel.

17. If Dr Patel's performance of his obligations under this agreement is prevented or delayed by any act or omission of the instructing party, then without prejudice to any other right or remedy it may have, Dr Patel shall be allowed an extension of time to perform his obligations equal to the delay caused by the instructing party.

18. Dr Patel reserves the right to terminate this agreement, and to charge for work undertaken to that point, if the client or anyone representing the client shall has provided information which is false or misleading and which may compromise the overarching duty to the court.

#### **Data protection**

19. Both parties will comply with all applicable requirements of the applicable data protection laws.

20. As data controller, the instructing party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Dr Patel to process for the duration and purposes of the services.

21. Copies of medical records and other relevant documentation can be sent to Dr Patel electronically, on encrypted USB stick/other portable media or in paper form (hard copy). The data files will be stored by Dr Patel in a secure location, fully compliant with Data Protection Act 2018 and UK General Data Protection Regulation (GDPR), until the conclusion of the case, or the end of his 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 party and are retained safely for 6 years, after which they are destroyed.

22. Dr Patel is registered as a data controller with the Information Commissioner (Reference: ZB554732).

## **Report**

23. In general, a full CPR Part-35 compliant Expert Witness Report will be produced for civil cases, including the factual circumstances, findings from any consultation, opinion and conclusions. Other types of report are also provided, including a brief initial screening report, advisory reports, specific subject reports, tribunal assessments, criminal court reports (criminal procedure rules and PD-19 compliant) including fitness for trial assessments, and reports for the Court of Protection (court of protection rules and PD-15A compliant).

24. Reports will be produced to a high quality, presented in a professional manner, with adequate spacing, appropriate sections, and page numbering. A glossary of relevant medical terminology is included where appropriate, and full copies of reference material used will be provided.

25. Unless otherwise specified, reports shall be sent electronically.

26. The timescale is normally 6-8 weeks for provision of a report, but if longer, this will be communicated in advance. More urgent reports can often be accommodated by specific arrangement.

27. Dr Patel will make every effort to meet an agreed deadline. Should it not be possible to meet a proposed deadline, he will ensure that you are informed within good time and rearrange a realistic date accordingly.

28. Dr Patel 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 his 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.

### **Payment**

29. An invoice will be sent on completion of the report / other work. Payment terms are generally within 90 days of receiving the report / other service. In the case of single joint expert instructions, the individual instructing parties remain jointly and severally liable for the fee.

30. Disbursements including travel and accommodation costs shall be charged additionally to the fee for the report at the cost incurred. They will include all reasonable expenses incurred in discharging the obligations including travel costs, refreshments, hotel accommodation and overnight stay where necessary.

31. If a consultation is cancelled up to 48 hours in advance, there is no fee for cancellation. For cancellations within 48 hours of the appointment, or for non-attendance without notice, a fee of £250 will be payable.

32. If there is cancellation of any court appearances with up to two weeks' notice, no fee shall be charged. If there is cancellation within two weeks to two days before the appearance, half the total fee will be charged. If there is less than 48 hours' notice, full fees will be incurred.

33. For accounts not settled within the agreed period, 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.

34. If the instructing party does not make payment when due, payment terms may be modified so as to make all fees and disbursements payable in advance or requirement of the instructing party to give such assurance, guarantee or undertaking as I may reasonably require to secure payment obligations.

Please do not hesitate to get in touch if there is anything relating to these terms which you would like to discuss.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'P. Patel', is displayed within a rectangular box with a light gray dotted background.

**Dr Peysh Patel**

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