



David Reaney
DENTO LEGAL

11 Portadown Road,
Armagh,
Co Armagh
UK
BT61 9EE

**David Reaney BDS DGDP (UK) M Clin Dent (Prosthodontics)
TERMS OF BUSINESS FOR EXPERT WITNESS WORK**

1. General:

The following terms and conditions shall apply to the provision of medico-legal reports and dental expert witness work by Dr David Reaney.

2. Professional Indemnity:

Full professional indemnity is held with The Medical and Dental Defence Union of Scotland, which includes all aspects of my dental work and medico-legal activities.

It shall be the duty of the Instructing Solicitors, so far as possible, to provide me with adequate instructions.

3. Charges:

3.1

Fees as of February 2020:

£450 for a screening report for a simple case without patient examination.

£750 for a screening report for a complex case without patient examination.

£200.00 Clinical examination / assessment

£1200.00 for a Court Report provided from inspection of records and Examination of Patient.

3.2 Additional charges will apply for telephone advice or additional/subsequent Reports or extensions to Reports at £120.00 per hour.

The hourly rate for travel is £120.00, together with the costs of First Class Rail or Air travel.

Attendance at Court is £1,200.00 per day or £750.00 per half day.

3.3 I may increase my charges to Instructing Solicitors by 50 percent for any work outside the United Kingdom and Ireland.

3.4 Where I make myself available to give evidence in court and, subsequently, due to an out-of-court settlement or for any other reason, am no longer required to appear, I shall be entitled to charge a minimum of 50 per cent of the original fee agreed for appearing in court (the 'original fee' meaning the agreed daily rate multiplied by the number of days at court for which I make myself available).

3.5 If Instructing Solicitors give me at least 6 day's notice of cancellation, I shall waive the charge in 3.4 above. It shall be the Instructing Solicitor's sole responsibility to ensure that such notice is given on time.

4 Payment:

Instructing Solicitors shall pay all sums due within thirty days of the date of invoice. For Instructing Solicitors who are late in payment, interest at three per cent per annum above the base rate will automatically be added to the sum due. **I reserve the right at all times to require advance payment for the written report(s) prior to supplying them to Instructing Solicitors.**

5 Record Keeping:

A record is kept on each case indicating the work done on behalf of the Instructing Solicitor and I am happy to supply a copy of this to the Instructing Solicitor on request. Records of reports are kept for 5 years. All client(s)' records are regarded as confidential and will not be revealed to third parties without the written permission of the Instructing Solicitor.

6 Confidential Information:

Instructing Solicitors shall treat all information supplied by myself as confidential and shall use such information for the purposes of the litigation to which my evidence relates. Instructing Solicitors shall not disclose such information, directly or indirectly, to any third party other than as required for the above-mentioned purposes, without my prior consent.

7 Enquiries & Complaints:

I observe the Law Society Code of Practice for Expert Witnesses engaged by Solicitors. If there are enquiries please direct these initially to myself.

David Reaney
11 Portadown Road
Armagh
Co Armagh
BT61 9EE

February 2020

Agreed and Accepted

..... Date

(Signature of Instructing Solicitors)

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Name of Instructing Solicitors

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Address

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