

**Mr Kim N Hakin FRCS FRCOphth**  
*Consultant Ophthalmic Surgeon*

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6 October 2014

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) My current hourly fee rate is £300 (+ VAT) per hour for all work undertaken on the case, to include review of records, examination of patient, preparation of report, literature searches, travel time, and supplementary enquiries. I am prepared to consider providing a fixed fee price if requested, following discussion with the Client and assessment of the case in question.
- (b) My fee for Court attendance as expert witness, whether or not oral evidence is eventually required, is £2,450 (+ VAT) per day or part thereof, plus accommodation and subsistence expenses and travelling expenses at £200 (+ VAT) per hour with First Class rail travel or car mileage at 90 pence (+ VAT) per mile. Copies of receipts will be provided if requested.
- (c) If an overnight stay should be required, this will be charged at £350 (+ VAT) per night (plus accommodation and subsistence expenses).
- (d) 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.
- (e) 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.
- (f) 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. I may require the service of a witness summons.

- (g) 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.
- (h) 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.
- (i) This agreement shall be governed by and construed in accordance with the laws of England and constitutes the entire agreement between the parties.
- (j) 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.
- (k) 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 is practicable including track allocation. 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.
- (l) The Client understands and accepts the nature of my duty to the Court under Part 35 Civil Procedure Rules.
- (m) 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.
- (n) 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

Please confirm your agreement in writing to the above terms.

I would greatly appreciate hearing the final outcome of any case in which I may be involved.



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