

**TERMS AND CONDITIONS OF MR MARK S GASTON
MA MB BChir (Cantab) MRCSEd FRCSEd (Tr AND Orth) PhD (Edin.)
FOR PREPARING ORTHOPAEDIC MEDICO-LEGAL REPORTS**

1. Instructing solicitors and agents shall treat all information supplied by Mr M Gaston as confidential and shall not disclose indirectly, or otherwise use this information except for the purpose of the specified litigation without the prior consent of Mr M Gaston.
2. Mr M Gaston's charges for preparing a report will be based on the complexity and length of the report but at the current time a report averages £600. In the event of Mr M Gaston being required to travel or review/assess a considerable volume of notes (e.g. in certain complex cases) then his charge is at the rate of £300 per hour.
3. Instructing agents are responsible for giving adequate instructions and shall check that all matters are covered in the reports. Instructing solicitors shall be responsible for any claim made against Mr M Gaston resulting from their failure to do so.
4. The liability of Mr M Gaston to instructing solicitors and/or their clients for negligence howsoever arising in respect of any loss or damage caused by an act of default of Mr M Gaston shall be limited to the amount received by Mr M Gaston for his services.
5. Mr M Gaston requires that the instructing agent confirm that the client has consented to examination and disclosure of records if this has not already been done.
6. Mr M Gaston requires that all of the documents provided for information may be referred to in the report. Please supply a copy of your client's statement and any pleadings in existence at the present time.
7. Mr M Gaston requires the instructing agent to arrange to obtain all relevant accident and emergency and specialist hospital notes regarding your client and send **C/O Spire Shawfair Park Hospital, Edinburgh, EH22 1FE** prior to the date of the appointment. Please check that copies of notes are legible and collated in date order before posting. Do not send multiple duplicate copies of notes. Copies of radiographs are satisfactory. Mr M Gaston will issue a preliminary report and charge for subsequent review of late presented medical notes.
8. Please advise Mr M Gaston if notes and x-rays/scans are to be returned and to whom.
9. If urgent medical reports are required the reason must be indicated.
10. Instructing solicitors shall:
 - (i) Ensure that Mr M Gaston's charges are no higher than reasonably necessary for the purposes of the litigation bearing in mind his professional expertise.
 - (ii) Where necessary obtain prior approval from the Legal Aid Board of Mr M Gaston's charges.
11. Instructing solicitors shall pay all sums due within 180 days at the latest of the date of invoice, whether or not the client is legally aided. Late payment, after more than 180 days will be subject to additional charge of 10% of the initial fee. In the event of late payment, further reports and co-operation will be withheld until payment is received. **If payment is expected to be later due to deferment or other specifics to the case, please inform Mr M Gaston in order to negotiate this term – he will be happy to discuss.**
12. Mr M Gaston reserves the right to require advance payment for work undertaken prior to supplying that work to instructing solicitors or agents.
13. Mr M Gaston's conference fee in chambers is £1000 per half day.
14. Mr M Gaston's court attendance charge is £1000 per half day.
15. Mr M Gaston's fee for all travelling time is £90 per hour, first class train travel, car mileage at 90p per mile together with overnight stay and subsistence if necessary.
16. Fees due to Mr M Gaston shall not be subject to taxation by the Court.
17. In the event of a cancellation of a Court appearance or settlement, instructing solicitors shall pay the full fee for each half day reserved unless settlement is made 10 working days (explicitly not including week-ends or Bank Holidays) in advance. A cancellation charge of half the rate for each reserved half day is liable unless the case is cancelled or otherwise settled 20 working days in advance, in which case Mr M Gaston will waive the charges set out in clause 14 above.