

# **Fees, Terms and Conditions**

## **Terms and Conditions for accepting instructions from Agencies/Solicitors.**

**The terms and conditions under which I agree to undertake medico-legal work on behalf of the Instructor are as below:**

### **1. Confidential Information**

- The Instructor agrees to treat all information supplied by me as confidential and must not disclose or otherwise use such information except for the purposes of the specific litigation to which it relates without first obtaining my written consent.

### **2. Medical Records**

- The Instructor must provide all the relevant medical records and radiographs relating to the claimant before his or her appointment with me. The final report will not be generated without a review of medical records, unless specified otherwise.
- Medical records and documents provided by the Instructor will be held by me for a period of six months from date of examination of Claimant. After that time, unless otherwise advised, files will be destroyed.
- If the instructing solicitor does not wish me to review medical records, then this must be explicitly stated in the letter of instruction.

### **3. Appointment**

- All the relevant information for the appointment is to be provided to the client by the instructor. Subsequently, if any changes are made to the appointment slot, I will ensure to contact the client directly.

### **4. Preparation of Reports**

- Where all medical records and radiographs have been obtained before the review date, and it is clear that no further investigations into the claimant's condition are required, then my medico-legal report will be dispatched to the Instructor within 10 working days of the appointment date.
- If it becomes clear at the appointment that any medical records and/or radiographs have not been supplied to me, or that further investigations into the claimant's condition are required, then the Instructor must obtain any such medical records and/or radiographs and arrange any such further investigations before I will be able to complete my report within 10 working days of the date the complete records are made available to me.
- The Instructor is responsible for providing me with adequate instructions and shall check that all relevant matters have been covered by my report.

## **5. Further Investigations**

- If, at the time of the appointment, I believe further standard (plain) radiographs are required in order to prepare my report, then I shall inform the Instructor of such requirements. The Instructor shall then be responsible for obtaining these and forwarding these to me to complete the report.
- Where I consider that more complex investigations are required, such as computer tomography, magnetic resonance imaging, nerve conduction studies etc, then I shall inform the Instructor of such requirements. The Instructor shall then be responsible for obtaining these and forwarding these to me to complete the report.

## **6. Fees**

- My fee for a non-complex personal injury report is £500 inclusive of medical records review.
- For specialist and complex cases the fee is £950.
- Payment for all reports is to be made within six months, unless specified otherwise by prior agreement with instructing party.
- There will be no additional charges for factual corrections.
- For any subsequent addendum report or a review of any additional medical records, there is a charge of £50.
- My attendance at court as an expert witness will be charged at the rate of £750 per day or part thereof (the "Court Rate"), and in addition the Instructor will be responsible for any travelling expenses or other reasonable expenses I incur.
- Where my attendance at court is cancelled or rescheduled then the following fee will be charged:
  - Where I receive more than seven working days' notice, nothing;
  - Where I receive between seven and three working day's notice, 50% of the Court Rate; or
  - Where I receive two working day's notice or less, the whole of the Court Rate.
- Where the claimant fails to attend an appointment with me and has not given notice of their non-attendance, then I shall be entitled to charge a cancellation fee of £50, unless specified otherwise by a prior agreement..

## **7. Assessment**

- Any fees due to me in accordance with clause 6 shall not be subject to assessment by any court and are not dependent upon the successful outcome of the case. It is therefore entirely the responsibility of the Instructor to ensure where appropriate that:

## **8. Communication**

- I shall endeavour to answer all communications from the Instructor as soon as reasonably practicable (via phone/email). The Instructor should, however, restrict use of my mobile phone to urgent enquiries only.

- The Instructor should advise the claimant that as my instructions come from the Instructor only, all communications between the claimant and myself should be through the Instructor. The only exception to this is where the claimant needs to cancel their appointment with me or if I have to rearrange the appointment on a short notice.