

Sample Terms and Conditions for accepting instructions from Solicitors.

These are the terms and conditions under which I agree to undertake medico-legal work on behalf of the Instructor. By booking an appointment through this agreement the Instructor agrees to be bound by its contents.

In the case of joint instructions, both sides are jointly and severally liable for payment of my fees but the booking of an appointment through by one side shall suffice to acknowledge joint liability.

1. Confidential Information

The Instructor agrees to treat all information supplied by me as confidential and shall 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

- 2.1. The Instructor must supply me with ALL relevant medical records and radiographs relating to the claimant BEFORE his or her appointment with me. This includes accessible cds with working passwords which should be checked by the instructing party. The instructor shall have acquired the following information from the claimant:
 - 2.1.1. the names and addresses of all practitioners from whom they have received treatment; and
 - 2.1.2. the names of all hospitals at which they have received treatment or at which they have been the subject of investigation.
- 2.2. The medical records sent to me must be high quality photocopies (electronic copy is fine).
- 2.3. If on the day of the appointment the records and radiology is inadequate then the appointment will be cancelled at short notice. If the consultation does proceed before all records have been made available by the instructor at the request of the instructor then a review of the new records at a separate time will attract an additional charge.
- 2.3. Medical records and documents provided by the Instructor will be returned to the solicitor/instructor after examination of Claimant.

3. Appointment

- 3.1. An appointment letter will be sent to the claimant confirming the appointment time and venue on which I have been booked to see him or her.
- 3.2. In the instance where an appointment is booked less than 5 full working days before an appointment, the Instructor will be responsible for ensuring that the Claimant is properly notified and attends punctually

4. Preparation of Reports

- 4.1. Where all medical records and radiographs have been obtained in accordance with clause 2, 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 3 weeks of the appointment date.
- 4.2. 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 an interim report will be provided. The instructor must obtain any such outstanding medical records and/or radiographs and arrange any such further investigations before I will be able to provide my completed report which will incur a separate charge based on my hourly rate (see below).
- 4.3. 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

- 5.1. 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 in order to allow me to complete the report.
- 5.2. Where I consider that further 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 in order to allow me to complete the report.

6. Fees

- 6.1. My basic fee for the preparation of a medico-legal report, to include the review of medical records, interview and examination of the client, is £800.
- 6.2. I will notify the Instructor where the final invoice is likely to exceed the basic fee stated within clause 6. For instance if the report is more complex
- 6.3. My hourly rate in respect of any further time spent by me in the preparation of the report and any other qualifying work, including addendum, is £300per hour (the "Hourly Rate").
- 6.4. My fee for a medico-legal report based on review of medical records only is according to the hourly rate in clause 6.4
- 6.5. There will be no additional charges for factual corrections.
- 6.6. Conferences with counsel including any travelling time thereto will also be charged at the Hourly Rate, and in addition the Instructor will be responsible for any travelling or other expenses I incur.
- 6.7. My attendance at court as an expert witness will be charged at the rate of £3500 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.
- 6.8. Where my attendance at court is cancelled or rescheduled then the following fee will be charged:
 - 6.8.1. Where I receive more than seven working days' notice, nothing;
 - 6.8.2. Where I receive between seven and three working day's notice, 50% of the Court Rate;
or
 - 6.8.3. Where I receive two working day's notice or less, the whole of the Court Rate.
- 6.9. Where the claimant fails to attend an appointment with me and has not given at least seven working days' notice of their non-attendance, then I shall be entitled to charge a cancellation fee of £200. . Any cancellation of the consultation within 48 hours of the appointment will attract a 50% report fee.
- 6.10. All invoices to be paid within 6 calendar months. Payment later than this incur a 10% surcharge for every delayed month.

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:

- 7.1. My fees are no higher than reasonably necessary for the purpose of the litigation being undertaken; and
- 7.2. Where necessary, the prior approval of my fees by the Legal Aid Board has been obtained.

8. Communication

- 8.1. I shall endeavour to answer all communications from the Instructor as soon as reasonably practicable. The Instructor should, however, restrict use of my telephone line to urgent enquiries only.
- 8.2. 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 in accordance with clause 6.

Signed

Solicitor/Instructing party
Date