

# Terms and Conditions

## FOR MEDICO-LEGAL EXPERT SERVICES

**Expert: Mr. Simon H. Palmer**  
*Consultant Trauma and Orthopaedic Surgeon*

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 by one side shall suffice to acknowledge joint liability.

### **1. CONFIDENTIAL INFORMATION**

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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 AND INSTRUCTIONS**

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- 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/links with working passwords which should be checked by the instructing party.
- 2.2. 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.
- 2.3. The medical records sent to me must be high-quality photocopies (electronic copy is preferred).
- 2.4. **Extensive Record Review:** My standard report fee includes the review of up to 150 pages of medical records. Review of records in excess of this volume will be charged at the standard hourly rate.

### **3. DATA PROTECTION AND GDPR**

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- 3.1. I comply with all relevant data protection legislation.
- 3.2. **Data Retention:** All electronic and physical medical records provided will be securely destroyed or deleted 6 months after the delivery of the final report or conclusion of the case, unless otherwise requested in writing by the Instructor.

### **4. COMMUNICATION**

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- 4.1. 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.
- 4.2. 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.

## 5. FEES AND PAYMENT TERMS (EFFECTIVE FOR 2026 INSTRUCTIONS)

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- **5.1. Standard Report Fee:** £750 – £1,000 (depending on complexity).
- **5.2. Hourly Rate:** £450 per hour (charged for supplemental reports, Part 35 questions, and extensive record reviews).
- **5.3. Professional/Elite Athlete Cases:** Due to the complexity of prognosis, these cases are charged at the hourly rate of £500 per hour.
- **5.4. Court Attendance:** My attendance at court as an expert witness will be charged at the rate of **£3,500 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.

### 5.5. Court Cancellation or Rescheduling

Where my attendance at court is cancelled or rescheduled then the following fee will be charged:

- 5.5.1. Where I receive more than seven working days' notice, nothing;
- 5.5.2. Where I receive between seven and three working days' notice, 50% of the Court Rate; or
- 5.5.3. Where I receive two working days' notice or less, the whole of the Court Rate.

### 5.6. Tapered Claimant Cancellation/Non-Attendance Fees

- 5.6.1. If the claimant fails to attend or cancels with less than 7 working days' notice: £200.
- 5.6.2. Any cancellation of the consultation within 48 hours of the appointment: 50% of the total report fee.

### 5.7. Payment Timing

All invoices are to be paid within **90 calendar days (3 months)** of the invoice date.

### 5.8. Late Payment

Payments later than 90 days incur a surcharge of 8% above the Bank of England base rate per month of delay, in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998*.

## 6. ASSESSMENT

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Any fees due to me in accordance with clause 5 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:

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

**Signed:** \_\_\_\_\_  
(*Mr. Simon H. Palmer*)

**Accepted by (Solicitor/Instructing Party):** \_\_\_\_\_

**Date:** \_\_\_\_\_