



Medical and Legal Admin Services
Haywood House
Hydra Business Park
Nether Lane
Sheffield
S35 9ZX
Tel: 0114 2455423

TERMS AND CONDITIONS

Mr Martin Knight

1 SERVICES AND SERVICE LEVELS

- 1.1 The Medical Expert agrees to be presented as a nominated expert for a Medical Negligence/ Personal Injury Report by the Instructing Party to produce a medico legal report.
- 1.2 In order to provide a medico legal report on behalf of the Instructing Party. The Medical Expert is registered with the GMC and is on the appropriate specialist register, the Medical Expert also holds professional indemnity cover with Premium Medical Protection.
- 1.3 The Instructing Party will obtain the medical records where appropriate, and will forward to the Medical Expert prior to an appointment being arranged.
- 1.4 The Instructing Party will forward the Medical Expert the full instructions, together with any full further relevant information they may have.
- 1.5 Once all medical records have been received the Medical Expert agrees to provide an appointment date at the earliest available date.
- 1.6 The Medical Expert will complete the medical report within 4 to 6 weeks following interview and examination of the client unless discussed with the Medical Expert. Any further medical records received will be reviewed and returned to you as a supplementary medical report. The Medical Expert will use experience, care and skill in fulfilling your instructions to the best of their ability. Please remember that the Medical Expert is an independent witness.
- 1.7 The Medical Expert will forward the completed medical report and the invoice to the Instructing Party on completion.
- 1.8 The Medical Expert understands that their duties may on occasion exceed the examination and compilation of the medical report (e.g. court attendance) and agree to abide by the Civil Procedure Rules Part 35.
- 1.9 The Instructing Party agrees to keep the Medical Expert closely informed on the progress of the case.

- 1.10 Should an appointment result in cancellation due to a change in the instruction, the Instructing Party must advise the Medical Expert in writing, with immediate effect, before this request will be accepted as a formal cancellation notice.

2 GENERAL DATA PROTECTION REGULATIONS (GDPR)

- 2.1 See attached GDPR guidelines.

3 REPORT STYLE AND CONTENT

- 3.1 The Medical Expert's report will be submitted in a clear and concise manner and will;
- i. be addressed to the Court
 - ii. include a signed and dated Statement of Truth
 - iii. indicate whether the report is provisional

4 FEES

- 4.1 The Instructing Party will pay the Medical Expert the fee as per the attached fee structure for conducting the consultation/examination and producing the medical report.
- 4.2 The Medical Expert will also invoice for reasonable travel and other expenses at cost. Mileage will be charged at 40p per mile. Copies of receipts will be provided should they be requested.
- 4.3 Further instruction for addendums or review of records will be charged at the Medical Experts hourly rate and must be agreed with the Instructing Party before the Medical Expert will carry out any relevant work.
- 4.4 Upon disclosure of the report, should the opposition wish to raise questions; the Medical Expert will charge his hourly rate. Where the Medical Expert is required to undertake further duties (e.g. appearing at court), fees and disbursements will be agreed on a case by case basis.
- 4.5 This fee is for time spent on the case including attendance at Court, whether evidence is given or not.
- 4.6 The Medical Expert will agree to payment terms of up to 6 months. Should the Instructing Party be unable to meet these terms the Medical Expert must be informed in writing as soon as possible outlining the reason for the delay.
- 4.7 Due to the time the Medical Expert spends reading and collating the medical records prior to the interview and examination we expect at least 7 working days' notice of any appointment cancellation.
- 4.8 Should the instruction be cancelled altogether or settled but an appointment has been offered there will be a £300 administration fee for instructions cancelled within 6 weeks of the offered appointment date and a £100 administration fee for notice of cancellation of instruction with more than 6 weeks' notice, this is for time taken to arrange the appointment with the client/solicitor, organisation of room availability at the agreed venue, letter confirmation to the client/solicitor and any chasing of instruction and medical records.

- 4.9 Where a client fails to attend an appointment, or fails to give at least 7 working days' notice of cancelling the interview and examination, the Medical Experts hourly fee will be incurred £300.
- 4.10 Where cancellation of a Court attendance occurs the Medical Experts Court attendance fee will be incurred: between 14 days and 7 days' notice = £1200 per day requested, less than 7 days' notice £2400 per day requested.
- 4.11 Any documents forwarded in paper form will be scanned and saved in PDF format; all paper records will then be confidentially destroyed. A flat charge of £60 will be made for this service.
- 4.12 In cases where there are many lever arch files of documents then a flat charge of £60 will be made for this service for the first file; there will be a further charge of £12 for each additional lever arch sized file scanned. If further documents are sent at a later date, then there will be a charge of £18 for each additional file scanned. If you require the documents returning this can be arranged but a charge will be made to cover P&P, we can however supply a copy of the records on disc.
- 4.13 If some of the documents received within the bundle are too poor to read or copy, these will be returned in a PDF format and the Instructing Party will be asked if they would like to replace these so that we can update the expert. If no contact is received within 7 days, it will be assumed that you are happy for the expert to continue with the current documentation.
- 4.14 If the expert requires a Chaperone in attendance. This will be charged at £100.

5 PROHIBITED ACTS

- 5.1 Waivers or amendments to this contract or any of the Conditions shall be effective only if made in writing and signed by the parties.

6 DISCLAIMER

- 6.1 Assent is assumed to the Terms and Conditions laid out in points 1 to 6 above, this unless explicitly queried by the Instructing Party. If the Instructing Party has any queries, please direct these to sarahmassa@mlas.co.uk

EXPERTS – FEE STRUCTURE

Hourly Rate

£300 per hour

Work Undertaken	Average Time	Average Cost
Medical Report (including consultation, review and preparation)	7 - 12 hours	£2100 - £3600
Further work on report	2 hours	£600
Responding to Part 35 questions	1.5 hours	£450
Comments on Defendants medical evidence	3 - 4 hours	£900 - £1200
Telephone Conference	1.5 hours	£450
Joint Report (including joint conference)	3 - 5 hours	£900 - £1500
Conference with Counsel	Full day	£2400
Court Trial	Full day	£2400

Admin Fee for cancelled appointment due to being settled/not required	£300/£100 (see 4.8)
Cancellation Fee for appointment (less than 7 days' notice)	£300
DNA Fee for appointment	£300
Cancellation of Court attendance (at least 14 days' notice)	£1200
Cancellation of Court attendance (less than 14 days' notice)	£2400