

Terms and Conditions for Medical Reports by Mr Anthony Gough

Area of Expertise:

- Conditions and injuries affecting the hand, wrist, forearm and elbow.

Requirements from Instructing Party:

- € Provision of all relevant medical records and imaging (scans and x-rays) prior to commencing report/reviewing the client.
- € Return of signed Terms & Conditions prior to commencing report/reviewing the client.
- € Instructing Party will be responsible for all fees.
- € All information provided to the Instructing Party by Mr Anthony Gough, will be treated as confidential and shall not be used either directly or indirectly in any way other than for the purposes of the specific instruction as received by Mr Anthony Gough.

Service:

Where possible, making allowance for planned or unplanned leave, illness or other unanticipated events/circumstances, Mr Anthony Gough will aim to:

- € Respond to all correspondence within 7 days.
- € Offer an appointment to the client within 2 weeks of instruction.
- € Provide Expert Witness reports based upon Bond Salon report templates.
- € Complete the report (delivered by email) within 2 weeks of the client appointment
 - Assuming all relevant medical records and imaging (scans and x-rays) are received prior to client appointment
 - Assuming signed Terms & Conditions are received prior to the appointment
 - Hard copy postal report will follow by next post
 - Invoice is paid in full (deferred payment considered on request)

Fees:

- € Mr Anthony Gough does not currently charge VAT and will notify clients if this changes.
- The preparation of a written report is chargeable for all time spent at an "hourly rate" of £300 per hour. All the time spent by the Medical Witness in connection with the appointment, including, but not limited to inspection of all relevant documentation and medical records, conferences with counsel, all investigations, travel time, preparing reports, telephone or written attendance on the Client and/or instructing Solicitors. Exact fees will vary depending on the complexity of the case. Typically, initial reports will be charged at:

Personal injury report -	£400-£1000
Amendments -	£300 per hour or part thereof (5 minute aliquots)
Supplementary correspondence -	£300 per hour or part thereof (5 minute aliquots)

- € Fees are payable in full prior to the release of any report unless otherwise agreed at instruction regardless of outcome of the case.
- € Failure to pay within 28 days of completion (as notified by email) of a report will incur additional charges on a daily basis from the due date. The daily rate of interest will be 8% of the overdue amount plus the Bank of England base rate for business to business transactions per annum from the date the fee became due.
- € Legal aid cases will be considered but I expect you to make a prompt claim to the Legal Services Commission and provide an estimate of time to payment.
- € Cancelled appointments with less than 48 hours' notice or failing to attend an appointment will incur a cancellation charge of £200

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- € If the Instructing Solicitors cancel their request for a Medical Report before completion, the Medical Witness shall be entitled to charge the Instructing Solicitors an appropriate fee reflecting the work and administrative time to the date of cancellation.
- € Court Attendance
 - Written notice of attendance at court must be received a minimum of 8 clear weeks before any court date. A non-returnable booking fee of £500 is required, payable on notification of any court date.
 - Including but not limited to: attendance at Court, face-to-face meetings, case conferences
 - All reasonable expenses to be paid, including travel time, 1st class rail fare, air fares, hotel expenses (4* or equivalent), car mileage (56 pence per mile), taxi fares. Receipts available on request.
 - Preparatory work will be charged by the hour or part thereof (5 minute aliquots) at a rate of £300.
 - Court fees: £1250 per half day (up to 4 hours); £2500 per full day (including travel and/or waiting time) regardless whether evidence is given.
 - Cases cancelled with less than 7 days notice will be charged at full daily rate for each day booked and within 21 days notice will incur 50% rate charge.

Liability:

- € The liability of Mr Anthony Gough to instructing solicitors and/or their clients for negligence howsoever arising in respect of any loss or damage caused by an act or default of Mr Anthony Gough, shall be limited to the amount received by Mr Anthony Gough for his services.
- € Mr Anthony Gough is indemnified by Medical Protection Society.

Agreement:

Name:

On behalf of:

Signed:

Client Name:

Date: