Aequitas Medicolegal LTD
Professor Bhaskar Kumar MD FRCS

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TERMS & CONDITIONS

1. I, BHASKAR KUMAR MD FRCS, agree to provide expert witness services in civil cases pertaining to personal injury or clinical negligence, in accordance with instructions received from the instructing solicitor or medical-report agency (hereinafter referred to as the solicitor), and the terms of engagement as set out below.

2. My expertise and experience is in Surgery of the Abdomen and the Gastro-Intestinal Tract, with a focus on Laparoscopic Surgery (also called key-hole or minimally invasive or minimal access surgery), in the following areas:

    a. Gallbladder surgery (cholecystectomy)
    b. Robotic Upper gastrointestinal surgery
    c. Bile duct injury
    d. Cancer of the oesophagus or stomach
    e. Barett's oesophagus
    f. Oesophageal emergencies including Oesophageal perforation
    g. Groin and abdominal wall Hernia
    h. Surgery for acid reflux and hiatus hernias
    i. Abdominal trauma
    j. Intra-abdominal infections and emergencies e.g. peritonitis
    k. Miscellaneous advanced laparoscopic procedures

3. Unless other specified or indicated, I undertake to provide a report within 4-6 weeks after receiving instructions and all necessary medical records and documents.

4. My fees are **£250.00 per hour plus VAT**, for all time spent on the case. I will be pleased to provide an estimate, based on the scope of instructions received, but reserve the right to revise the fees if the actual complexity is substantially different. I will also consider fixed fee work, depending on the scope of the instructions. I reserve the right to increase these hourly rates, on reasonable notice.

5. I am able to offer a remote appointment by Zoom if required. If both interview and physical examination is required, my consulting venues are (Ella May Barnes, Spire Norwich, Rosalind Franklin road, NR4 7UQ) and London (Misony Consulting Rooms, 114 New Cavendish Street, Marylebone, London, W1W 6XT). Once a letter of instruction and all necessary documents have been received, my secretary will liaise with the client to arrange an appointment at the preferred venue. Please note I am not able to arrange an appointment without receiving all necessary material.

6. The Solicitor shall provide me with comprehensive instructions, including whether the trial is pre-trial advice or a report for the court, and all time-tabling information.

7. Where it is necessary for specific tests to be performed, I will seek the Solicitor's authority before incurring the cost of such investigations or tests. The Solicitor will be responsible for payment of the charges for such tests and investigations.

8. If instructions are withdrawn after I have started the case, then I expect to be paid for the work that has already been done.

9. Significant revision and amendment of reports will be charged at £250 per hour plus VAT. Minor amendments and minor enquiries are free of charge.

10. Conference calls will be charged at £250 per hour plus VAT and time for conference preparation at the same rate.

11. Time spent in necessary travel will be charged at £ 250.00 per hour plus VAT. Any necessary mileage will be charged at 50 pence per mile or first-class rail fare, as appropriate. All other reasonable expenses incurred by me will be charged at cost.

12. The Solicitor will **pay me within 60 days from completion of the report and delivery of the invoice**. Separate invoices will be rendered for further work undertaken on the case and will be paid within 60 days from delivery of such further invoices. I am willing to negotiate the payment period in advance of accepting instructions but, in the absence of any agreement otherwise, I will expect full payment within 60 days from the date of my invoice.

13. Please note that the maximum period of deferment of payment (upon negotiation) is 6 months. **Payment will not be deferred to the conclusion of the case under any circumstances.**

14. The instructing solicitor is responsible for payment of my fees. I do not accept instructions if the Client is directly responsible for payment of my fees.

15. **Interest at rate of 8%** plus Bank of England Base Rate (as per the Late Payment of Commercial Debts Act 1998) will charged on payment that is delayed beyond 60 days, without any alternative agreement. If legal proceedings become necessary for recovery of my fees, debt recovery costs, legal fees and court fees will be applicable, in addition to interest and capital repayment.

16. My preference would be to receive medical records in electronic (e.g. Mimecast) formats. Hard copy (paper) records are now obsolete. All records supplied should be chronologically sorted, filed and preferably paginated. **All medical records and correspondence will be destroyed securely after 6 months of the date of submission of the report**, unless written instruction to retain the records are received prior to the completion of the 6 months retention period.

17. The Solicitor shall provide me with comprehensive instructions, including whether the matter is pre-trial advice or a report for the court, and all time-tabling information.

18. Where it is necessary to undertake specific investigations or tests, I will seek the Solicitor's authority before incurring the cost of such investigations or tests. The Solicitor will be responsible for payment of the charges for such tests and investigations.

19. If instructions are withdrawn after I have started work on a case, then I expect to be paid for the work that has been done already.

20. My daily rate for attending Court Hearings is £ 5000.00 plus VAT, including travelling and waiting time, whether or not oral evidence is given. Separate fees will be charged for work done to prepare for the trial, such as conferences, as per the hourly rates set out previously.

21. If the case is set down for trial and is cancelled with less than 15 days notice, then my fees will be chargeable for the entire period for which attendance had been required. If the trial is cancelled with 15-30 days notice, then my fee will be charged pro rata at 50%.

22. For pre-trial work in publicly funded cases (where my fees constitute a disbursement), I expect that the Solicitor will make an application for interim payment and advise me of any undue delay in payment. I will assume that the Solicitor has received all necessary authority for me to be instructed and paid.

23. I understand that detailed assessment by the court may entail reduction of my fees and I will abide by any restriction placed by the court.

24. I will use my experience, care and skill in fulfilling instructions to the best of my ability. In the event of dissatisfaction with my services, the Solicitor shall put reasons to me in writing.

25. I will use my best endeavors to comply with court orders. I require the Solicitor to supply me with copies of all such court orders, as soon as possible after such has been made. I will deal with any questions about my report put to me by either party but may require assistance and guidance from the Solicitor. I will deal with any order or request to attend an experts' meeting. Once the case has been set down for trial, I will endeavor to keep those dates free of other work or other trial commitments. I may require the service of a witness summons.

26. The Solicitor understands and accepts the nature of my duty to the court under Part 35 Civil Procedure Rules. I reserve the right to terminate this agreement, and to charge for work undertaken to that point, if the Solicitor has provided me with information that is false or misleading and which may compromise my duty to the court.

27. I shall not incur any liability to the Solicitor for any loss or damage which may be suffered as a result, directly or indirectly, of the supply of services being prevented, hindered or delayed as a consequence of circumstances outside my control.

28. I have professional indemnity insurance for a period determined by prevailing laws.

29. This agreement shall be governed by and construed in accordance with the laws of England.

The above stated terms and conditions are agreed

Name	**Signature**	**Date**
Bhaskar Kumar		19.11.26