

Terms and Conditions for Medico-Legal Services

1. General Considerations

1.1 Applicability

These terms and conditions apply to the provision of written medical reports and verbal or written medical witness work by Prof. Bijayendra Singh, Consultant Orthopaedic Surgeon (the "medical witness").

1.2 Distinction Between Medical and Medicolegal Opinions

To avoid unnecessary conflict, the instructing party and the client/claimant/defendant must understand the difference between medical and medicolegal opinions.

Medical opinion arises following a patient's consent to medical care. It is based on clinical interviews, examinations, and selected past medical records. Special tests may be conducted with the patient's consent to aid diagnosis. The treating clinician acts in the patient's best interest and maintains confidentiality within legal constraints.

A medicolegal opinion is formed upon instructions from an advocate representing a client. The medical witness provides an independent, objective report based on available documentation, clinical interviews, and examinations, but does not engage in medical management. The witness must remain impartial, disclose alternative viewpoints, and accept that personal medical information may be reviewed by non-medical personnel.

2. Charges (VAT Applies to all fees)

2.1 Report Preparation

- Usual hourly rate: **£300**
- Personal Injury report fee range: **£750 - £1800**
- Medical Negligence report fee range: **£950 - £4400**

2.3 Travel Charges

Travel time is charged at the usual rate plus the travel expenses

2.4 Expert Meetings

Reports prepared after expert meetings are charged at the highest usual rate among the experts involved.

2.5 Court Attendance Fees

- **Full day:** £2,500
- **Half day:** £1,500
- Additional expenses: Travel, accommodation, subcontracted work, loss of income, and other reasonable costs.
- Court fees must be paid within **30 days** of invoicing.

2.6 Advance Booking for Court Attendance

A minimum **9 weeks' notice** is required for Court attendance bookings.

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2.7 Cancellation of Instructions

- Fees for cancelled work are charged based on time spent at the usual rate.
- **Late cancellations (<3 working days)** incur fees equivalent to the lost appointment or Court attendance time.

2.8 Cancellation of Meetings or Court Attendance

- **>6 weeks' notice:** No fee
- **6 weeks - 15 working days:** 25% fee
- **15 working days - 3 working days:** 50% fee
- **<3 working days:** 100% fee

2.9 Court-Imposed Cost Limitations

The instructing party is responsible for ensuring that fees comply with legal aid or Court orders.

2.10 Report Amendments & Additional Work

Corrections due to omitted or new information will be charged at the usual rate. Any further documentation or instructions provided after the initial report will be reviewed at the usual hourly rate.

2.11 Conditional Fee Agreements

The medical witness does not work on a conditional fee basis. Fees are payable in full regardless of case outcome.

2.12 Cost Estimates

- Fees for records review: **2 minutes per A4 page, 5 minutes per X-ray, 20 minutes per CT/MRI series.**
- Fees for clinical reports: **2.5 hours for single injury + 1.0 hours per additional injury.**

3. Payment Terms

3.1 Payment Due Date

Invoices must be paid within **30 working days** of issuance.

3.2 Late Payment

Interest at the bank lending rate for small businesses **+4%** will be added for overdue invoices, compounded annually.

3.3 Non-Payment Consequences

Non-payment within **2 years** may result in notification to the Solicitor's Regulatory Body or debt recovery proceedings.

3.4 Advance Payment

The medical witness reserves the right to require full payment before delivering reports.

3.5 Deferred Payment Options

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- **60 days:** £300/hour
- **90 days:** £350/hour
- **Upon settlement (case-by-case agreement required):** £400/hour

All Court-related fees must be paid within **30 days** of invoicing.

3.6 Financial Difficulty Clause

Instructing parties facing financial difficulties must arrange payment before entering receivership or liquidation.

4. Other Terms

4.1 Limitation of Work

The medical witness reserves the right to restrict work if the provided documentation is excessive or incomplete or in the event of it falling out of my expertise.

4.2 Compliance with Legal Aid and Cost Management Orders

It is the instructing party's responsibility to ensure that medical witness fees comply with Legal Services Commission/Legal Aid Agency approval and any cost management orders.

4.3 Liability for Overpayments

The medical witness is not responsible for notifying overpayments. Refunds will be issued upon request, subject to verification and deduction of taxes and depreciation.

5. Special Terms and Conditions

NHSLA Fast Track and Other Screening Reports

By prior written agreement, the medical witness may provide fixed-fee, non-CPR Part 35-compliant reports based on a selection of medical records and images provided at the instructing party's cost. Such reports are provided without prejudice or liability. Fees are £600 plus VAT and costs if the volume of records allows completion within 2.5 hours. If the workload exceeds this, the medical witness reserves the right to charge hourly rates per sections 3.1 - 3.3 or 3.5.

5. Indemnity

The instructing party must:

5.1 Provide all relevant medical records, including x-rays, scans and necessary materials.

5.2 Ensure complete and correct instruction to the medical witness.

5.3 Instruct the medical witness only within their area of expertise.

5.4 Verify that the medical witness's reports and responses are accurate, appropriate, and solely within their expertise.

5.5 Fund any additional required documentation or imaging.

5.6 Ensure full payment of the medical witness's fees, regardless of the case outcome.

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5.7 Ensure the medical witness is indemnified against adverse consequences arising from their instructed work.

5.8 Ensure the client understands the medico-legal process, including the disclosure of confidential medical information.

5.9 Explain to the client that the medical witness is not liable for inaccuracies due to incomplete documentation or client/instructing party errors.

5.10 Explain that the medical witness is not responsible for the client's medical care and may not be able to provide a definitive opinion without further information.

5.11 Permit the medical witness to communicate with healthcare providers when medical priority dictates, without legal liability.

5.12 Complete the pro forma agreement in section 7, indicating the scope of the agreement.

6. Medical Witness Duties

6.1 Correct typographical and factual errors free of charge, excluding rewording or format changes.

6.2 Maintain full GMC registration and licensing.

6.3 Be DBS registered.

6.4 Be eligible to work in the UK.

6.5 Comply with the Data Protection Act 1998 and registered with ICO

6.6 Carry professional indemnity insurance.

6.7 Be CPR Part 35 compliant.

6.8 Inform the instructing party of any relevant status changes.

6.9 Seek court guidance for unclear or conflicting instructions.

6.10 Review all relevant case information.

7. Single Joint Expert Instruction

When instructed by multiple parties, these terms apply to all parties equally. Each instructing party is jointly and severally liable for fees. All communications from the medical witness must be equitably exchanged between parties.