

SIRL Medicolegal Ltd.
Medico-Legal Services Agreement

Company Registration: [**16965113**]
ICO Registration: [**ZC082707**]
Indemnity: MPS [**288868**]
Registered Office: [22 Beech Court, Darras Hall – Newcastle upon Tyne, NE20 9NE]

1. Parties

This Agreement is made between:
- SIRL Medicolegal Ltd ("the Company"), and
- [Client Name / Organisation] ("the Client")

2. Scope of Services

The Company will provide medico-legal services including, but not limited to:
- Expert witness reports
- Case assessments
- Coroners' investigations support
- Consultation and advice on medico-legal matters

3. Data Processing Statement

SIRL Medicolegal Ltd processes personal and sensitive data strictly to provide medico-legal services.

Data Collected: Health records, medical histories, personal identifiers, contact information, and legal case details.
Purpose: Expert medico-legal reporting and case assessment.
Legal Basis: Legitimate interest and compliance with legal obligations.
Data Sharing: Only with authorised legal representatives, coroners, courts, or medical professionals directly involved.
Security & Retention: Stored securely on encrypted servers in the UK. Access limited to authorised personnel. Data is retained only as necessary and disposed of securely.
Client Rights: Right to access, correct, or request deletion of personal data, subject to legal and professional requirements. Queries to [Your ICO-registered email].

4. Instructing Solicitors' Obligations:

4.1. Instructing Solicitors are responsible for giving adequate instructions, and obtaining all relevant notes, records and investigations, and shall check that all relevant matters are addressed in the reports.

4.2. shall provide me with, or procure the provision of, all information which might reasonably be expected to be relevant in enabling me to fulfill my responsibilities under this Appointment ("Information") as and when it becomes available to your Client and/or to Instructing Solicitors.

4.3. ensure that the Information provided or prepared by your Client or on your Client's behalf is complete and accurate in all material aspects and not misleading and is updated as necessary (informing me immediately if your Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect). . Instructing Solicitors acknowledge that I shall, and am entitled to, rely upon all Information provided to me, that I shall not be responsible for the accuracy or verification of any Information and that my report will be provided only based on the Information disclosed to me by you.

4.4. confirm that my charges are no higher than reasonably necessary for the purpose of litigation bearing in mind my professional expertise and where necessary, that prior approval [has been / will be] obtained from the Legal Aid Board or any other third-party payor in respect of my charges.

4.5. agree to comply with and to take all reasonable steps to assist me in complying with the Protocol and the Civil Procedures Rules referred to in Clause 3.

5. Duties to the Court

5.1. I confirm that I have read and will comply with the Protocol published by the Civil Justice Council, CPR35, PD35, and PD Pre-Action Conduct. I understand that, although I owe a duty of care to your Client and Instructing Solicitors to exercise reasonable skill and care in carrying out their instructions, my primary duty as an expert witness is to provide independent and unbiased evidence to the Court.

6. Liability: My total liability for professional negligence (excluding any liability for fraud or willful misconduct) under or in connection with this Appointment shall not exceed £[TBC].

7. Insurance: I confirm that I hold professional indemnity insurance in respect of the Appointment.

8. Right to Terminate: The Appointment is subject to receipt of all necessary and relevant information from you in sufficient time to prepare a response and payment of monthly invoices and/or the Fixed Fee as they fall due. I will advise you promptly if:

8.1. Instructions are not acceptable because, for example, they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear.

8.2. I consider that instructions are or have become insufficient to complete the work.

8.3. I become aware that I may not be able to fulfill any of the terms of Appointment; or.

8.4. I am not satisfied that I can comply with any orders that have been made. This retainer may be terminated by Instructing Solicitors or your Client at any time by written notice subject to discussion in accordance with the Protocol. Where I am instructed jointly termination will be effective when I have received written notice from all instructing parties. Termination will not affect my entitlement to payment of any fees for work conducted or invoiced before the date of the termination. Upon termination, all documents and materials provided to me for the purpose of this Appointment must be returned promptly to Instructing Solicitors save for one copy that I may retain for my records

9. Intellectual Property I will own the copyright in all reports and/or materials produced by me. Additionally, I will retain the title to all reports and/or materials produced by me until I have received full payment in accordance with paragraph 1.1 above. Subject to receipt of all payments due your Client is authorised to use the same for the purposes of the matters contained in the Schedule.

10. Confidentiality: I will treat all information, facts, matters, documents and all other materials of a confidential nature which I receive or create as a result of this Appointment as confidential, (except insofar as I have to refer to them when setting out the substance of my instructions in your report or as required by law).

11. Responsibility: I confirm that the work which is carried out in relation to this retainer will be my own and will not be delegated or sub-contracted to someone else.

12. Conflict: You have notified me in writing of all parties who have some limited involvement in this matter including Counsel and solicitors and other experts already instructed in this case. I confirm that I do not have an actual or potential conflict of interest in accepting this Appointment in respect of any parties so named and that I will let you know without delay if I become aware of such a conflict.

13. Joint Instructions: In circumstances where I am jointly instructed by Instructing Solicitors, both sets of Instructing Solicitors must sign and return a copy of this letter and completed schedule within seven days and ensure it is copied to all Instructing Solicitors. It is for Instructing Solicitors to resolve any disagreements the parties may have in relation to instructions or to clearly identify areas of disagreement in the Schedule. Instructing Solicitors should note that Paragraph 17 of the Protocol will apply.

14. Governing Law This Appointment is subject to English law and the parties hereto submit to the exclusive jurisdiction of the English courts.

15. Force Majeure - I shall not be liable for any delay in the performance of any obligations under this Appointment (and the time for the performance of any obligations under this Appointment shall be extended accordingly) if such delay arises from or is attributable to acts, events, omissions or accidents beyond my reasonable control including but not restricted to, ill health, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, and acts or omissions of subcontractors or third parties. Please complete the Schedule to enable me to confirm acceptance of the Appointment and sign and return the enclosed copy letter to confirm acceptance of these terms and conditions [subject to my confirmation of acceptance]. In signing these terms for your Client, you warrant that you have all requisite full power and authority to do so both as agent for your Client(s) and in your own capacity to the extent that you undertake direct obligations.

FEES

HOURLY RATE	**£290** (or part thereof unless pre agreed fixed fee)
BASIC PI REPORT FEE	**£300** (limited set of notes to review **without** examination) **£450** (report and examination – limited notes) **£600** (report and examination – full medical records) **£850** (report and examination- large records >700 pages)
PI **COMPLEX**: CAUSATION, CONDITION &PROGNOSIS REPORT	**£950**
SERIOUS INJURY / COMPLEX CASE	£ HOURLY RATE OR PRE-AGREED FEE BASED ON CASE COMPLEXITY
INDUSTRIAL DISEASE REPORT FEE	£ HOURLY RATE OR PRE-AGREED FEE BASED ON CASE COMPLEXITY
CLINICAL NEGLIGENCE CASES	
SCREENING REPORT	**£250** (limited set of notes to review **without** examination)
BREACH / CAUSATION REPORT	£ HOURLY RATE OR PRE-AGREED FEE BASED ON CASE COMPLEXITY
CONDITION & PROGNOSIS REPORT	£ HOURLY RATE OR PRE-AGREED FEE BASED ON CASE COMPLEXITY
OTHER FEES	
TRAVEL FEE / HOUR	£ HOURLY RATE
COURT FEE (DAILY RATE)	**£ 2,320 Full day / 1,160 half day**
COURT CANCELLATION FEES (IF APPLICABLE)	If a Court appearance is cancelled or rescheduled at less than forty-eight hours' notice, I will levy a cancellation charge of the full daily attendance fee. Cancellation within seven days will result in a levy of a cancellation charge of *50% of the attendance fee*. Cancellation within seven to fourteen days will result in a levy of a cancellation charge of *25% of the attendance fee*.

Note - Interest on late payments will be charged @ 8% above the prevailing Bank of England dealing rate at the time the debt arises according to the provisions of the Late Payments of Commercial Debts (Interest) Act 1998

TURNAROUND TIMES	
TIME TO NEXT APPOINTMENT	3-4 weeks

TURNAROUND TIME FOR COMPLETION OF REPORT	Reports will be available within 8 weeks (usual 3-4 weeks) of a medico-legal consultation (where indicated) and in receipt of all the medical records, correspondence and radiology to do so.
DNA FEE (IF APPLICABLE)	**£150** if cancelled with 7–14 days' notice, **£300** if with 0–6 days' notice **£600** for actual non-attendance if there's no adequate prior notice

PAYMENT DETAILS & TERMS

ACCOUNT NAME	**SOHOM MAITRA**			
SORT CODE	**60-83-71**	ACCOUNT NUMBER	**59152962**	
VAT NUMBER (IF APPLICABLE)	NOT VAT REGISTERED			
PAYEMENT TERMS OFFERED	30 days ☒	60 days ☒	90 days ☒	120 days ☐
	6 months ☐	12 months ☐	18 months ☐	24 months ☐

5. Client Acknowledgement

By signing this Agreement, the Client acknowledges:

1. They understand how personal and sensitive data will be used.
2. They consent to the processing of their data for the purposes outlined above.
3. They have been informed of their rights under the UK GDPR.

I am happy to discuss further terms, especially payment timescales and remain.

Signed for SIRL Medicolegal Ltd
Name: Mr. Sohom Maitra
Position: Consultant in Emergency Medicine
Date:

Signed for Client
Name: _____
Position: _____
Date: _____