

## Terms & Conditions: Medicolegal Reporting

### 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 Ryan Trickett, will be treated as confidential and shall not be used either directly or indirectly in anyway other than for the purposes of the specific instruction as received by Mr Ryan Trickett.

### Service:

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

- Respond to all correspondence within 7 days.
- Offer appointment to the client within 2 weeks of instruction.
- Complete the report (delivered by email) within 2 weeks of client appointment
  - Assuming all relevant medical records and imaging (scans and x-rays) received prior to appointment
  - Assuming signed Terms & Conditions received prior to appointment
  - Hard copy postal report will follow by next post if requested
  - Invoice paid in full on receipt (deferred payment of 3 months considered on request)

### Fees:

- Exact fees will vary depending on the complexity of the case. Typically, initial reports will be charged at,
  - Personal Injury - £450 to £800
  - Work related or repetitive injury - £500 to £1000
  - Cases where breach of duty or negligence is disputed - £1000 to £2500
  - Amendments - £200 per hour or part thereof (5 minute aliquots)
  - Supplementary correspondence - £200 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 report will incur additional interest calculated weekly at the current market rate.
- 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 £125
- Court Attendance
  - Including but not limited to: attendance at Court, face-to-face meetings, case conferences
  - Six weeks notice of confirmed dates will be required in all cases
  - All reasonable expenses to be paid, including 1<sup>st</sup> 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) thereof at a rate of £200.
  - Court fees: £1500 per half day; £2500 per full day (including travel/waiting time) regardless whether evidence given.
  - Cases cancelled with less than 48 hours' notice will be charged at full daily rate for each day booked. Cancellations within 10 days will incur 50% rates. Cancellations within 6 weeks will incur 25% rates.
- Mr Ryan Trickett does not currently charge VAT.

### Liability:

- The liability of Mr Ryan Trickett 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 Ryan Trickett, shall be limited to the amount received by Mr Ryan Trickett for his services.
- Mr Ryan Trickett is indemnified for medicolegal practice by the Medical Protection Society.

### Agreement:

Name:

On behalf of:

Signed:

Client Name:

Date: