

# **TERMS AND CONDITIONS FOR MEDICOLEGAL REPORTING – MR M J LAMYMAN**

## **1. General**

The following terms and conditions shall apply to the provision of medical reports and expert medical witness work by Mr M J Lamyman (hereafter referred to as MJL) and the Instructing Solicitors (hereafter referred to as IS).

## **2. Charges**

2.1 Preparing a written report, including inspection of all relevant documentation, medical records and all other time spent in relation to this matter (apart from 2.2 below) will be charged at £250 per hour. As an indication only, this often means that the fee range for Personal Injury Cases is between £500 - £1,500 and the fee range for Negligence Cases is usually between £750 - £2,500.

2.2 Making MJL available to give evidence as a Witness in Court will be charged at £2,500 per day, or £1,250 per half day, plus related expenses including full reimbursement for first-class rail travel, business class air travel, car at £1.20 mile, all sub-contracted work and all other expenses reasonably incurred or approved in writing by you.

2.3 If IS cancels their request for a Medical Report before completion, then MJL shall be entitled to charge IS an appropriate fee and associated expenses reflecting the work and administrative time to the date of cancellation.

2.4 When MJL makes himself available to give evidence in Court and, subsequently, due to an out-of-Court settlement or for any other reason, is no longer required to appear on the date/dates originally specified, then MJL shall be entitled to charge a percentage of the original fee agreed for appearing in Court (the "original fee" meaning the agreed daily rate multiplied by the number of days at Court for which the MJL was to make himself available) plus associated expenses that cannot be cancelled. This percentage will depend on the number of working days' notice of cancellation by the Instructing Solicitor as follows:

2.4.1 If the case cancels between 60 and 22 days of the appointed trial date, then 20 percent of the fee shall be payable plus associated expenses that cannot be cancelled.

2.4.2 If the case cancels within 21 days for the appointed trial date, then 50 percent of the fee shall be payable plus associated expenses that cannot be cancelled.

2.4.3 If the case cancels within 7 days of the appointed trial date, then the full fee shall be payable plus associated expenses that cannot be cancelled.

2.4.4. In respect of notification received in advance of 61 days, then the court fee will be waived but, in the unlikely event that there are any associated expenses that cannot be cancelled, then these will be charged.

2.5 No charges will be payable in respect of an appointment with IS and/or IS's Client where at least 48 hours notice of cancellation is given. If the consultation or appointment is cancelled less than 48 hours in advance, an administrative fee of £100 will be levied plus any associated expenses that cannot be cancelled (e.g. room rental).

2.6 The amount due to MJL shall not be subject to reduction as a result of a detailed assessment of any Court imposed limitation. It shall be the sole responsibility of the IS:

2.6.1 To take responsibility that MJL's charges are no higher than reasonably necessary for the purposes of the litigation; and

2.6.2 In Legal Aid cases, to obtain prior approval of MJL's charges from the Legal Services Commission.

## **3. Instructing Solicitors (hereafter referred to as IS) obligations shall be:**

3.1 to take responsibility for giving adequate instructions and obtaining all relevant notes, records and investigations, and shall check that all relevant matters are addressed in the reports.

3.2 to provide MJL with all information which might reasonably be expected to be relevant in enabling MJL to fulfil his responsibilities under this Appointment (“Information”) as and when it becomes available to the IS Client and/or the IS or their Agents;

3.3 to ensure that the Information provided or prepared by the IS Client or on IS Client’s behalf is complete and accurate in all material aspects and not misleading and is updated as necessary (informing MJL immediately if the IS Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect). IS acknowledges that MJL shall, and is entitled to, rely upon all Information provided to MJL, that MJL shall not be responsible for the accuracy or verification of any Information and that MJL’s report will be provided only on the basis of the Information disclosed to MJL by IS and the Client. The medical records IS provides must either be high quality scanned images, high quality photocopies or originals;

3.4 to provide to MJL (prior to his appointment) this Terms & Conditions document signed by IS together with all relevant medical records and radiographs relating to the claimant. IS, therefore, shall have acquired the following information from the claimant: the names and addresses of all practitioners from whom they have received treatment; and the names of all hospitals at which they have received treatment or at which they have been the subject of investigation;

3.5 to ensure that all communications between the claimant and MJL (& vice versa) shall be through the IS. The only exception to this is where the claimant needs to cancel their appointment.

#### **4. Preparation of reports**

4.1. Where all medical records and radiographs have been obtained in accordance with clause 3, and it is clear that no further investigations into the same claimant’s condition are required, then the medico-legal report will be despatched to you within six weeks of the appointment date.

4.2 An appointment with the claimant will only be arranged once all medical records and radiographs have been received in accordance with clause 3. An appointment will be sent to the claimant’s postal address specifying the next available date on which MJL can see him or her. Details of this appointment will be sent to IS, who will ensure the claimant’s punctual attendance.

4.3 If, at the time of the appointment, further standard (plain) radiographs are required in order to prepare the report, then these will be obtained on the same day as the appointment where possible. These will be organised by MJL and undertaken in the clinic where the claimant is being assessed. The costs of obtaining such plain radiographs will be charged.

4.4 Where further, more complex investigations are required, such as computer tomography, magnetic resonance imaging, nerve conduction studies etc., then such investigations will not be undertaken until IS approval has been obtained. In order to help IS decide whether to proceed with such investigations, the reasons for requiring them together with, where possible, an estimate of their likely cost will be provided.

#### **5. Right to terminate**

5.1 The Appointment is subject to receipt of all necessary and relevant information from IS in sufficient time to prepare a response and payment of invoices as they fall due.

5.2 MJL will advise IS promptly if:

5.2.1 instructions are not acceptable because, for example, they require work that falls outside MJL’s expertise, impose unrealistic deadlines, or are insufficiently clear;

5.2.2 MJL considers that the instructions are or have become insufficient to complete the work;

5.2.3 MJL becomes aware that he may not be able to fulfil any of the terms of Appointment; or

5.2.4 MJL is not satisfied that he can comply with any orders that have been made.

5.3 This appointment may be terminated by IS at any time by written notice. Where MJL is instructed jointly, then termination will be effective when MJL has received written notice from all instructing parties.

5.4 Termination will not affect MJL entitlement to payment of any fees and/or expenses for work conducted or invoiced before the date of the termination.

5.5 Upon termination, all documents and materials provided to MJL for the purpose of this Appointment shall be returned promptly to IS or securely destroyed.

**6. Intellectual property**

MJL will own the copyright in all reports and/or materials produced by MJL. Additionally, MJL will retain the title to all reports and/or materials produced by MJL until full payment has been received in accordance with clause 2 above.

**7. Payment**

IS shall pay all sums within 30 days of the date of the invoices unless otherwise agreed in advance. If IS are late in payment, interest at three percent per annum above the Bank of England base rate will automatically be added to the sum due and become payable. MJL reserves the right at all times to require advance payment for the written report(s) prior to supplying the report(s) to IS.

**8. Single Joint Expert**

If MJL is instructed by two or more Instructing Solicitors then these Terms and Conditions shall apply unless a contrary agreement has been made with MJL. Each IS will be jointly and severally liable for all the MJL fees and expenses.

**9. Conflict**

Prior to appointment, IS will notify MJL 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. By accepting this appointment MJL confirms that he does not have an actual or potential conflict of interest in accepting this Appointment in respect of any parties so named and that he will let IS know without delay if he becomes aware of such a conflict.

**10. Confidentiality**

10.1 MJL will treat all information, facts, matters, documents and all other materials of a confidential nature which he receives or creates as a result of this appointment as confidential, (except insofar as MJL has to refer to them when setting out the substance of his instructions in the report or as required by law).

10.2 IS agrees to treat all information supplied by MJL as confidential and that IS shall not disclose or otherwise use such information except for the purposes of the specific litigation to which it relates without first obtaining MJL's written consent.

Clients name: .....

Your reference:.....

Instructing Party Name and Address:.....  
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The above Terms and Conditions are agreed and accepted:

Signed:.....

Date:.....