

Waterman's Bay Ltd.

Plastic, Reconstructive & Aesthetic Surgery
Medico-Legal Secretary: Mrs Karen Lance
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Tel: 07480125890 / 0117 9064871

Bristol Cosmetic Surgery
Chesterfield Hospital
3 Clifton Hill
Clifton, Bristol
BS8 1BN

**MEDICOLEGAL REPORTING
TERMS & CONDITIONS: PAUL WILSON FRCS(PLAST)**

My terms of engagement are:

1. Charges

1.1 The charge for preparing a written report will be based on the standard hourly rate set by Waterman's Bay Ltd, to include inspection of all relevant documentation, medical records, consultation with your Client, and all other time spent in relation to this matter (apart from 1.2 below). This is subject to change from time to time, of which you will be notified in advance. See Appendix 1.

1.2 Unless otherwise instructed the location used will be at the convenience of the Expert Witness, but requests to be seen elsewhere will attract a supplementary clinic fee to be confirmed. Reasonable travel expenses will also be added, divided between the number of Clients seen per trip if this is more than one.

1.3 The charge for making myself available to give evidence as a Witness in Court is £1,500 per full day or £1,000 per half day, plus related expenses: full reimbursement for public transport expenses or use of a personal car at £1.20 mile, all sub-contracted work and all other expenses reasonably incurred or approved in writing by you. My accounts are currently not subject to VAT.

1.4 If the Instructing Solicitors cancel their request for a Medical Report before completion, I shall be entitled to charge an appropriate fee reflecting work and administrative time to the date of cancellation.

1.5 When I make myself available to give evidence in Court and subsequently, due to an out-of-Court settlement or for any other reason, am no longer required to appear on the date/dates originally specified, I 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 Medical Witness makes himself available) depending on the number of working days' notice of cancellation by the Instructing Solicitor as follows:

1.5.1 If the case cancels within 21 days for the appointed trial date 50 percent of the fee is payable. If the case cancels within 7 days of the appointed trial date the full fee is payable.

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1.6 The amount due shall not be subject to reduction as a result of a detailed assessment of Court imposed limitation. It shall be the sole responsibility of the Instructing Solicitors:-

- a) To ensure my charges are no higher than reasonably necessary for the purposes of the litigation; and
- b) In Legal Aid cases, to obtain prior approval of my charges from the Legal Services Commission. In legally aided cases (where my fees constitute a disbursement) I expect the Instructing Solicitors to make a prompt claim to the Legal Services Commission and to advise me of any expected delay in settlement.

2. Payment

Instructing Solicitors shall pay all sums to Waterman's Bay Ltd. within 42 days of the date of the invoices unless otherwise agreed in advance. Should accounts not be settled within the agreed period, Waterman's Bay Ltd has the right to charge interest on unpaid accounts at the rate of 2% a month, or part of a month, until full settlement is received.

3. *Indemnity*

It shall be the duty of Instructing Solicitors, so far as possible:

To obtain and provide me with all relevant medical records including x-rays and

- 3.1 scans at my request;
- 3.2 To provide me with adequate instructions;
- 3.3 To check that the factual matter covered in the report(s) and replies to any pre-trial questions are correct, appropriate and complete.

4. Single Joint Expert

If instructed by two or more Instructing Solicitors Terms and Conditions shall apply subject to contrary agreement between the Instructing Solicitors and myself. Each Instructing Solicitor will be jointly and severally liable for all my fees and expenses.

Schedule of Fees for Medicolegal Services

Examination and preparation of medical report:	£1500 plus £300.00 per hour or part thereof after 3 hours
Domiciliary visit (including travel):	£300.00 per hour or part thereof
Literature review:	£300.00 per hour or part thereof
Reading case-notes:	£300.00 per hour or part thereof
Conference in Chambers:	£300.00 per hour or part thereof (including travel)
Travel Time	£300.00 per hour or part thereof
Telephone Conference:	£300.00 per hour or part thereof (including preparation)
Travel Expenses	First Class Rail Fares or £1.20 per mile (Return journey)

Schedule of Fees for Attending Court

Attendance in Court:	£2,500.00 per day (or part thereof)
Preparation for Court Attendance:	£300.00 per hour or part thereof

It is my practice to prepare a case for trial two weeks before the due date of Court attendance. The fee for preparation of the case becomes payable whether or not the trial takes place.