

# Medico-legal report Terms and Conditions

**Mr Simon Wimsey FRCS (Tr & Orth)**

**The Wimsey Hand Clinic - Tel: 0330 337 0337**

Rivers Hospital, Sawbridgeworth

The Holly Hospital, Buckhurst Hill

BMI Kings Oak, Enfield

Spire Bushey, Watford

## 1. General

1.1. The following terms and conditions shall apply to the provision of medical reports and expert medical witness work by Mr S Wimsey FRCS (Tr&Orth), acting on behalf of the company Wimsey Orthopaedics Ltd, for new instructions as of 01/01/2020.

## 2. Charges

2.1. Preparing a written report, including inspection of all relevant documentation and medical records provided and all other time spent in relation to this matter (apart from 2.3 below) is £300 + VAT per hour. This typically means that the fee range is between £900 - £1500 + VAT.

2.2. If additional information is provided after completion of the report an addendum will be prepared and this will be charged at £300 + VAT per hour.

2.3. Making Mr Wimsey available to give evidence as a Witness in Court: £3000 + VAT per day or part thereof. In addition, related expenses as follows: full reimbursement for hotel accommodation, first-class rail travel, business class air travel, car at £1.20 mile, or taxi as per receipt. Any additional time spent travelling will incur a fee of £300 + VAT per hour or part thereof.

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

2.5. When Mr Wimsey is made 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 Wimsey Orthopaedics Ltd 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 Mr Wimsey makes himself available) depending on the number of working days' notice of cancellation by the Instructing Solicitor as follows:

2.5.1. If the case cancels between 56 days and 14 days from the appointed trial start date 50 percent of the fee is payable. If the case cancels within 14 days of the appointed trial date the full fee is payable.

2.6. The amount due to Wimsey Orthopaedics Ltd from the instructing party shall not be subject to reduction as a result of a Court imposed limitation. It shall be the sole responsibility of the Instructing Solicitors to ensure that Wimsey Orthopaedics Ltd charges are no higher than reasonably necessary for the purposes of the litigation; and in Legal Aid cases, to obtain prior approval of Wimsey Orthopaedics Ltd charges from the Legal Services Commission.

2.7. In the event that the client fails to attend a scheduled appointment without cancellation more than three working days prior to the scheduled appointment Wimsey Orthopaedics Ltd shall be entitled to charge Instructing Solicitors an appropriate fee reflecting preparatory work carried out and loss of consultation time, this will typically represent two hours of work and £600 + VAT.

### **3. Payment**

3.1. Instructing Solicitors shall pay Wimsey Orthopaedics Ltd all sums within 42 days of the date of the invoices unless otherwise agreed in advance. If Instructing Solicitors are late in payment, interest at three per cent per annum above the base rate for the time being of Barclays Bank Plc will automatically be added to the sum due. Wimsey Orthopaedics Ltd reserves the right at all times to require advance payment for the written reports(s) prior to supplying the report(s) to Instructing Solicitors.

### **4. Indemnity**

4.1. It shall be the duty of Instructing Solicitors, so far as possible:  
When requested to obtain and provide Mr Wimsey with all relevant medical records including x-rays and scans in a readable format;  
To give adequate instructions to Mr Wimsey;  
To check that the factual matter covered in Mr Wimsey's report(s) and replies to any pre-trial questions are correct, appropriate and complete.

### **5. Single Joint Expert**

5.1. If Mr Wimsey is instructed by two or more Instructing Solicitors Terms and Conditions shall apply subject to contrary agreement between the Instructing Solicitors and the Medical Witness. Each Instructing Solicitor will be jointly and severally liable for all the Medical Witness' fees and expenses.

### **6. Records**

6.1. Records will be destroyed six months after instruction unless Mr Wimsey receives specific instructions otherwise.

**Clients name:** .....

**Your Reference:**.....

**Instructing Party Name and Address:**

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**The above Terms and Conditions are agreed and accepted:**

**Signed:**.....

**Date:**.....