

CROMBIE MEDICAL MANAGEMENT LTD

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TERMS & CONDITIONS FOR MEDICO-LEGAL INSTRUCTION

1. GENERAL

The following terms and conditions shall apply to the provision of medical reports and expert witness work (The Appointment) by Dr Nicholas Crombie (the Expert Witness) acting on behalf of Crombie Medical Management (The Company)

2. INSTRUCTING SOLICITORS' OBLIGATIONS

Instructing solicitors:-

- 2.1. are responsible for
 - 2.1.1.giving adequate instructions
 - 2.1.2.obtaining all relevant notes, records and investigations
 - 2.1.3.checking all the relevant matters are addressed in the reports
- 2.2. shall provide or procure the provision of all information which might reasonably be expected to be relevant or required in enabling the Expert Witness to fulfil his responsibilities under this appointment (Information) as and when it becomes available to the Client and / or to the Instructing Solicitors.
- 2.3. shall ensure that the Information provided or prepared by or on behalf of the Client is complete and accurate in all material aspects, is not misleading and is updated as necessary. If the Client discovers or has reason to believe that any of the Information is or becomes untrue, incomplete or inaccurate in any material respect, the Instructing Solicitor will inform the Expert Witness without delay.
- 2.4. does acknowledge that the Expert Witness shall be entitled to rely on the Information as provided to him, and that he shall not be responsible for the accuracy, omission or verification of any Information, and that his report will be provided only on the basis of the Information provided to him.

3. DUTIES TO THE COURT

- 3.1. The Expert Witness will comply with 'The Protocol' published by the Civil Justice Council, CPR35, PD35, PD Pre-Action Conduct. It is accepted by the Instructing Solicitor that the primary duty of the Expert Witness is to provide independent and unbiased evidence to the Court.

4. CHARGES

4.1. REPORTS:

- 4.1.1.Preparing a written report to include all aspects of inspecting notes, medical and other records, and all other aspects of preparing a report will be charged

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Director
Dr Nicholas Crombie
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at an “Hourly Rate” of £200 per hour, chargeable in units of 0.25 hours, rounded to the next unit above.

4.1.2. This usually means that the fee range for preparation of a Personal Injury report will be between £800 and £1600.

4.1.3. “Short Reports” are available to provide an initial opinion on the merits of a case by arrangement.

4.1.4. If the Instructing Solicitors cancel their request for a report after instruction but prior to completion, the Expert Witness shall be entitled to charge the Instructing Solicitors a fee appropriate to the work and administrative time spent to the point of notification of cancellation.

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

4.1.5.1. to ensure the Expert Witness’ charges are no higher than reasonably necessary for the purposes of the litigation

4.1.5.2. in legal aid cases to obtain prior approval of the Expert Witness’ charges from the Legal Services Commission

4.2. ATTENDANCE

4.2.1. For all aspects of a case requiring the Expert Witness to attend in person (including but not limited to Court appearance, meetings with Counsel etc), a minimum ‘Half Day Fee’ of £750 (4 hours) will be payable for time spent on site. For time in excess of four hours on site, a ‘Full Day Fee’ of £1500 will be payable.

4.2.2. Travel time will be billed at 70% of the Hourly Rate except where included in the Full Day Fee.

4.2.3. Where the Expert Witness is required to stay overnight, no fee will be chargeable in excess of the ‘Full Day Fee’.

4.2.4. Travel expenses will be charged to the Instructing Solicitor to include full reimbursement of first class rail travel or business class air travel, whichever is more cost effective. Car travel will be charged at £1.20 per mile. Taxi travel, car parking, hotel costs and other reasonable expenses will be reimbursed on provision of receipt.

4.2.5. When the Expert Witness is made available to attend Court or any other meeting, and for whatever reason is no longer needed to appear on the date or dates agreed, the Expert Witness shall be entitled to charge a percentage of the original fee agreed plus the costs of non-refundable travel already incurred by the Expert Witness (the ‘original fee’ meaning the agreed daily rate multiplied by the number of days for which the Expert Witness made himself available) as follows:

4.2.5.1. If the cancellation occurs 21 days or more prior to the first date required, no fee will be charged other than non-refundable travel cost.

4.2.5.2. If the cancellation is more than 7 days but less than 21 days, 50% of the original fee plus any non-refundable travel costs will be due.

4.2.5.3. If the cancellation occurs within 7 days or less from the first date required, the full original fee plus associated travel costs will be due.

4.3. PAYMENT

4.3.1. Payment will be requested by written and detailed invoice from The Company, either on completion or at agreed intervals.

4.3.2. If the appointment is as a Single Joint Expert by the solicitors of both parties, both firms of Instructing Solicitors will be jointly and severally liable for any fees and disbursements. Where the appointment is made by an Agency which has itself been instructed by solicitors, both the Agency and Instructing Solicitors will be jointly and severally liable for any fees and disbursements.

4.3.3. Instructing Solicitors will settle any invoices from The Company by cheque or BACS transfer within 42 calendar days of the invoice unless agreed in advance. In the event of late payment from the Instructing Solicitor, interest at five per cent per annum above the base rate of NatWest Bank PLC will automatically be added on a daily basis to the sum due until payment. Further correspondence regarding late payment will be charged for at the prevailing 'Hourly Rate'.

5. RIGHT TO TERMINATE

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

The Expert Witness will notify the Instructing Solicitor promptly if:-

5.1.1. instructions are not acceptable because, for example they require work that falls outside his expertise, impose unrealistic deadlines or are insufficiently unclear

5.1.2. instructions are or have become insufficient to complete the work

5.1.3. it becomes apparent that the Appointment cannot be fulfilled

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

5.2. The Appointment can be terminated by the Instructing Solicitors at any time by written notice in accordance with The Protocol. Where the instruction was made jointly, termination will be effective when written notice is received from all the instructing parties. Termination will not affect such entitlement to any fees and costs incurred or invoiced prior to the date of termination.

5.3. Upon termination, all documents and materials provided for the purposes of this Appointment, both electronic and paper, will be either securely destroyed or returned to the Instructing Solicitor (on request) after a period of two months. All costs associated with the return of such documents are to be borne by the Instructing Solicitors.

6. CONFIDENTIALTY

6.1. All Information, facts, matters, documents and any other material or knowledge of a confidential nature received or created as a result of an Appointment will remain confidential unless:-

6.1.1. the Expert Witness receives consent to disclose such information,

- 6.1.2.the Expert Witness is ordered to disclose such information by the Court,
- 6.1.3.the Expert Witness has an overriding obligation to the Court and the administration of Justice, and has sought independent advice prior to disclosure.

6.2. All documents, save for a copy of any personal notes, draft and final reports securely retained by the Expert Witness, shall be destroyed after a period of six months from when the Expert Witness has discharged his duties, or from the last communication from the Instructing Solicitors, whichever is later unless instructed otherwise by the Instructing Solicitor. A fee for the confidential secure destruction of documents will be borne by the Instructing Solicitor and added to the final invoice.

7. GOVERNING LAW

7.1. Any Appointment is subject to the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English Court.

8. FORCE MAJURE

8.1. The Expert Witness shall not be liable for any delay in the performance of any of his obligations under any Appointment for any reason including, but not limited to, ill health, acts of God or the public enemy, fires, floods, riots, strikes, earthquakes, electrical outages, computer or communication failures, severe weather or unforeseeable disruptions to travel.

CLIENTS NAME:

INSTRUCTING SOLICITOR
NAME AND ADDRESS:

YOUR REFERENCE:

SIGNATURE:
(to accept these
terms and conditions)

DATE: