

Edward McKintosh

Medico-legal Report – Terms and Conditions

Experience has shown that in order to give you the best service I can, there are certain things I need from you in order to provide a comprehensive and timely report:

1. Please send copies of all materials and not the originals. I will not accept any liability for original material. Additionally, I cannot annotate original notes, which I need to do as I think about the contents of my report. If you send original notes I will arrange to have them copied and will return the originals to you. I will charge for this copying at cost but these costs will be IN ADDITION to any fees we have agreed for the report. (Where files are sent in encrypted PDF format, please ensure that the option to prevent subsequent editing is not selected during the encryption process as I need to be able to annotate electronic files in the same way that I would annotate paper files.)
2. Please send me copies of all materials relevant to the case. If a document or scan is missing I will comment on this in my report but will not be able to consider it further.
3. I will endeavour to produce my report in a timely manner. Once I have received all of the relevant materials and your full instructions I will issue a fee and time estimate and will make an appointment to meet with your client (where requested). Experience has shown that issuing estimates and making appointments before I have had a chance to look through all of the material leads to unrealistic costs and timings.
4. Please note that I will charge for any activities not covered in my estimate (including but not limited to questions subsequently put to me about my report and conferences) at my standard hourly rate.
5. The production of a thorough and considered report takes time and it is not in either of our interests for me to produce rushed work. I will endeavour to produce my report in a timely manner and to use the minimum amount of time required to do so. I will issue an estimate on this basis and require your written agreement on paper with your organisation's letterhead confirming your agreement to this figure before I start preparing my report.

6. I owe a duty to you and your client to exercise reasonable skill and care in carrying out your instructions. However, my primary duty as an expert witness is to provide independent and unbiased evidence to the Court.
7. I confirm that I hold professional indemnity for medicolegal reports with the Premium Medical Protection Ltd. I am registered with the Data Protection Registrar (registration number Z3235955).
8. If you cancel your request for a medical report before completion I will charge an appropriate fee reflecting work and administrative time to the date of cancellation.
9. No charges will be payable in respect of a consultation or appointment with Instructing Solicitors and/or your Client where at least 48 hours' notice of cancellation is given. If the consultation or appointment is cancelled less than 48 hours in advance, I may charge an administrative fee (£50).
10. Where attendance at Court is required I will charge this at my standard hourly rate and will also charge for my time and reasonable expense in travelling to the Court if the case is heard at a venue beyond Zone 4 of the London Underground network. My NHS employer requires me to give six weeks notice to cancel a clinic or operating session. I appreciate that Court schedules are not always available this far in advance and am often able to be flexible. However, I am not able to guarantee my attendance at Court if given less than six weeks notice. If a case is cancelled at less than six weeks notice I reserve the right to charge 50% of a single day's fee (i.e. four hours of my standard hourly rate).
11. I will submit my invoice with my report and require full payment within 30 days of the invoice date. If payment does not reach my account within 30 days of the invoice date, I reserve the right to charge interest on any unpaid amount at the rate of 2% per month, or part of a month until full settlement is received.
12. Where I am instructed by two or more parties, the above terms and conditions shall apply, subject to any subsequent contrary agreement. Each of the instructing parties will be jointly and severally liable for all of my fees and expenses.

Please give full name, address and reference of Instructing Party(ies):

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The above terms and conditions are agreed and accepted:

Signed:..... Date.....