

Mr Alwyn Jones FRCS

Consultant Spinal Orthopaedic Surgeon

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MEDICO-LEGAL TERMS AND CONDITIONS **To be read in conjunction with schedule of fees**

Terms and fees:

1. I will examine your client within a month of the date of this letter unless otherwise advised.
2. I will send you / enclose a copy of my appointment letter to your client.
3. I require you to provide me with your client's medical records at your expense. All medical records are to be sent in PDF format either on e mail or CD rom.
4. My fees are as per my fee structure attached. Any medical records received after preparation of the report will be charged as extra to the cost of the report. **All estimates of costs for preparing reports are quoted excluding VAT.**
5. If your client cancels the appointment giving less than 48 hours notice, or fails to attend, I will charge you a cancellation fee of £150. This would need to be settled before re-arranging.
6. If I am asked to appear as an expert witness in a court case, my fee will be £3000 per day, plus any expenses that I incur for travelling, overnight accommodation etc. If the court dates fall on private clinic days there will be an additional fee for loss of income.
7. If, having required my attendance at a hearing, such attendance is cancelled at 4 weeks' notice, 50% of my fees for the whole of the allotted time will be payable. If I receive 14 working days' notice or less 75% of my fees for the whole of the allotted time will be payable, and if I receive 7 working days' notice or less the whole of my fee for the allotted time will be payable. **Advice of cancellation of court case attendances must be followed up by an e-mail, if sent by letter only, to ensure that we have received this.**
8. My fee for attending a case conference will be £600 per hour (£250 per hour travel time). If this takes place during private clinic allocated sessions the fee may be subject to an increase. Short notice cancellation invoices would need to be settled prior to re-arranging.
9. My fees are not subject to assessment and are not dependent upon the successful outcome of the case.
10. Payment terms are on settlement of case/twelve months, whichever is the sooner.

Indemnity:

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

- 4.1 When requested by the Medical Witness to obtain and provide the Medical Witness all relevant medical records including x-rays and scans;
- 4.2 To give adequate instructions to the Medical Witness;
- 4.3 To check that the factual matter covered in the Medical Witness' report(s) and replies to any pre-trial questions are correct, appropriate and complete.

Single Joint Expert:

If the Medical Witness is instructed by two or more Instructing Solicitors the above terms and conditions shall apply subject to contrary agreement between the Instructing Solicitors and the Medical Witness. Each of the Instructing Solicitors will be jointly and severally liable for all the Medical Witness' fees and expenses.

Please complete below and return to us in order that we may proceed with the instruction.

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

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Please also give the name of your client to be examined/report prepared for:

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The above terms and conditions are agreed and accepted:

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