

TERMS AND CONDITIONS

Mr Shaishav Bhagat
Consultant Spinal Surgeon

1.0 SERVICES AND SERVICE LEVELS

- 1.1. Mr Shaishav Bhagat, (***“Medical Expert”***) is an independent witness and agrees to be presented as a nominated Expert for a Medico Legal Report/Instructions by the Instructing Party.
- 1.2. The Medical Expert is registered with the appropriate specialist registers. The Medical Expert also holds professional indemnity cover with MPS/MDU/MDDUS.
- 1.3 The Instructing Party will forward the Medical Expert full instructions and obtain all medical records and will forward to the Medical Expert prior to an appointment being arranged.
- 1.4 Once all medical records have been received the Medical Expert agrees to provide an appointment at the earliest available date.
- 1.5 The Medical Expert will complete the medical report within the agreed timescales following assessment. Any further medical records received will be reviewed and returned to the Instructing Party as a secondary report.
- 1.6 The Medical Expert agrees to forward the completed medical report to the Instructing Party together with the associated invoice for the work undertaken.
- 1.7 The Medical Expert understands that their duties may, on occasion, exceed the examination and compilation of the medical report (e.g., Court attendance) and agree to abide by the Civil Procedure Rules Part 35.
- 1.8 The Instructing Party agrees to keep the Medical Expert closely informed on the progress of the case.

2.0 GENERAL DATA PROTECTION REGULATIONS (“GDPR”)

- 2.1 All medical records, (excluding x-rays) both paper and electronic copies will be destroyed confidentially, upon completion of the medical report / addendum / settlement of the case.

- 2.2 The Medical Expert and all administrative staff will comply with GDPR.
- 2.3 All electronic devices used within the business to store and transmit information will be protected using the appropriate encryption software. All paper copies will be stored in a locked/secure cabinet.
- 2.4 The contractual relationship between the Medical Expert and the Instructing Party will be kept confidential and will not be disclosed to any other party.
- 2.5 The Medical Expert will comply with all applicable laws, regulations and codes relating to GDPR.

3.0 REPORT STYLE AND CONTENT

- 3.1 The Medical Expert's report will be submitted in a clear and concise manner and will:
 - i. be addressed to the Court
 - ii. include a signed and dated Statement of Truth
 - iii. comply with the Letter of Instruction

4.0 FEES

- 4.1 The Instructing Party will pay the Medical Expert as per the attached fee structure.
- 4.2 The Medical Expert will invoice for reasonable travel and other expenses incurred. Mileage will be charged at 45p per mile. Copies of receipts will be provided upon request.
- 4.3 All subsequent work/Court attendance (evidence given or not) will be charged as per the attached fee structure.
- 4.4 Payment is due within 60 days of receipt of the invoice. Should the Instructing Party be unable to meet these terms the Medical Expert must be informed in writing as soon as possible outlining the reason for the delay. Should monies remain outstanding following the internal recovery process, then outsourced specialists will be appointed.
- 4.5 Due to the time the Medical Expert spends reading and collating the medical records prior to the interview and examination the Instructing Party must inform the Medical Expert at least seven working days prior to any appointment

cancellation. If less than seven working days' notice, the Medical Expert's hourly fee will apply, as per the attached fee structure.

- 4.6 If a case settles, or is cancelled once the expert has been instructed, the Instructing Party will incur a fee for reasonable time spent on the matter to date. If all records have been received, it is not unreasonable that the expert will have already commenced review prior to assessment. If the examination has occurred and the case settles, or is cancelled, this will also incur a reasonable fee for time spent on the matter. A partial, or complete draft report can be produced alongside this invoice. This fee will be discussed and agreed with the instructing party prior to the invoice being raised.
- 4.7 Where a client does not attend ("**DNA**") an appointment or fails to give at least seven working days' notice of cancellation, the Medical Expert's hourly fee will be incurred as per attached fee structure.
- 4.8 Where cancellation of Court attendance occurs the Medical Expert's attached fee structure applies.

5.0 PROHIBITED ACTS

- 5.1 Waivers or amendments to this Contract or any of the Conditions shall be effective only if made in writing and signed by all parties.

6.0 DISCLAIMER

- 6.1 Acceptance of the Terms and Conditions stated in points 1-6 above are agreed, unless explicitly queried by the Instructing Party.
- 6.2 If the Instructing Party has any queries, please direct these to enquiries@mlas.co.uk.

EXPERT – FEE STRUCTURE

Hourly Rate

£250.00

Work Undertaken	Average Time	Average Cost + VAT
Medical Report (including consultation, review, and preparation)	7-9 hours	£1,750.00-£2,250.00
Further work on report	2 hours	£500.00
Responding to Part 35 questions	1.5 hours	£375.00
Comments on Defendants medical evidence	2-4 hours	£500.00-£1,000.00
Telephone Conference	1.5 hours	£375.00
Joint Report (including joint conference)	3-5 hours	£750.00-£1,250.00
Conference with Counsel (In person) + travel	Full day	£2,000.00
Conference with Counsel (telephone)	2-4 hours	£500.00-£1,000.00
Court Attendance + travel (if required) (plus one-hour preparation time)	Half Day	£1,000.00
Court Attendance + travel (if required) (plus one-hour preparation time)	Full day	£2,000.00
Home Visit	Travel time	£250.00ph
(If travel time is longer than 8 hours (there and back), the cost of a reasonably price hotel room may be incurred)	Travel by car	£0.45ppm
	Examination	£250.00

Cancellation Fee for appointment (less than 7 days' notice) £250.00

DNA Fee for appointment £250.00

Cancellation of Court attendance (at least 14 days' notice for each day on the summons) £1,000.00

Cancellation of Court attendance (less than 14 days' notice for each day on the summons) £2,000.00