

**MR DEBASHIS GHOSH M.S,FRCS(EDIN),
FRCS(INTERCOLLEGIATE),FEBS(BREAST)
MEDICO-LEGAL TERMS & CONDITIONS**

INTRODUCTION

- (A) By providing me with medico legal instructions you (as the Instructing Party) agree to be bound by the following Terms & Conditions.
- (B) My professional services are provided solely in accordance with these Terms & Conditions unless varied by prior agreement and evidenced in writing.

DEFINITIONS

- 'Reasonable Expenses': This refers to those costs that are incurred in order to provide my professional services instructed under this agreement. These may include, but are not limited to: - accommodation, subsistence, and travel. Travel time by land is charged at my travelling rate shown as *Travel rate* in Schedule 1, which includes my time for travel and any associated travel costs except for where travel by air or sea is necessary, whereby my fee's will additionally include fees for first class travel.
- 'Cancellation Notice Period': Where Cancellation Notification is provided within 21 days of a Professional Service being due, 25% of the fee will remain payable. Where Cancellation Notification is provided within 14 days, 50% of the fee will be payable. Where Cancellation Notification is provided within 7 days 100% of the fee will be payable. Where a DNA occurs in relation to an Examination, a fee will be payable which is shown as *Non-attendance Fee* in Schedule 1. Alternatively, at my discretion once Cancellation Notification is received I reserve the right to raise a charge for the time already incurred calculated at my Ordinary Hourly Rate.
- 'CPR report': This is a report which is compliant with Part 35 of the Civil Procedure Rules.
- 'Telephone Conference': This is a telephone call whereby I have been requested to attend in order to provide my Professional Services.
- 'Conference in Person': This is a conference whereby I have been requested to attend in person in order to provide my Professional Services.
- 'Attendance at Court': This is where I have been called to act as an expert witness further to providing my Professional Service.

'Report Clarifications':	This is limited to those requests whereby I have been asked to clarify a report I have previously provided as a Professional Service.
'Report Amendments':	This is limited to those requests whereby I have been asked to amend a report I have previously provided as a Professional Service.
'VAT':	Refers to the value added tax at the prevailing rate.
'Statutory Interest':	This is set at 8% plus the Bank of England base rate however this may change in accordance with the relevant statutory interest.
'Information':	This includes all information which is required for me to provide my expert evidence, this includes however is not limited to: - clear instructions, relevant and complete documents, notes, records, investigations, and all other information which might reasonably be expected to be relevant to enable me to fulfil my responsibilities.
'Instructing Party':	The party who is instructing me to act for them or on behalf of their client.
'Instructing Party's Client':	The party whom the Instructing Solicitor is representing.
'DNA':	This refers to an incident of non-attendance whereby it was arranged and expected that an individual would present themselves, be that for a telephone call or for a medico-legal assessment however they did not attend.
'Professional Service':	This includes any and all services provided whereby I am acting as an independent medico-legal expert
'Ordinary Hourly Rate':	This is my default rate applicable where appropriate, shown as <i>Ordinary Hourly Rate</i> in Schedule 1 below.
'Cancellation Notification':	Notification of cancellation is required in writing to admin@tmlep.com and must be made expeditiously.
'Preparation':	This includes any amount of time which is required in order to adequately prepare prior to providing my Professional Service.
'Original Fee Estimation':	This is to assist with costs budgeting, this is however an indication which may reasonably vary in accordance with clause 1.8 below.
'Recovery Costs':	This includes any and all costs which are accrued by myself in order to pursue outstanding sums due from the Instructing Party.

IT IS AGREED THAT:**1.0 Fees & Services**

- 1.1 For the Preparation, writing and provision of a **CPR Report** my fees are as set out in Schedule 1.
- 1.2 For the attendance of a **Telephone Conference** my fees are as set out in Schedule 1, applicable to both time spent on the call and Preparation which may be required. At all times, I expect an agenda for discussion to be provided in advance, detailing other parties who may be in attendance and any other documentation which may be necessary to refer to. Without the aforementioned required information or confidence that the Telephone Conference will be handled in a professional manner, I reserve the right to decline to participate.
- 1.3 For the attendance of a **Conference in Person** my fees are as set out in Schedule 1, including both time spent at the conference and Preparation, plus Reasonable Expenses. At all times I expect an agenda for discussion to be provided in advance, detailing other parties who may be in attendance and any other documentation which may be necessary to refer to. Without the aforementioned required information or confidence that the conference will be handled in a professional manner, I reserve the right to decline to participate.
- 1.4 For the **Attendance at Court**, my fees are as set out in Schedule 1, plus Reasonable Expenses and Preparation. Where I have been requested to attend court, I expect to be given reasonable notice of the court listing and for the Instructing Party to endeavour to accommodate my availability to the best of their ability.
- 1.5 For **Report Clarifications** and **Report Amendments**, my fees are as set out in Schedule 1. At my discretion I may waiver the fees if the clarification and/or amendment is deemed to be de minimis.
- 1.6 My fees shall not be subject to any reduction whatsoever as a result of a detailed assessment of Court imposed limitation or otherwise. It shall be the sole responsibility of the Instructing Party to ensure all fees are paid as they fall due. Should my fees be subject to detailed assessment by a costs judge or by any third party it shall be the responsibility of the Instructing Party to fund any fees outstanding.
- 1.7 If I am jointly instructed by two or more Instructing Party's in regards to a single joint medico-legal matter each Instructing Party will be jointly and severally liable for my total fees.
- 1.8 At all times I will endeavour to remain within the Original Fee Estimation provided, however where it is necessary to exceed this in order to complete the report to the best of by ability I will be entitled to charge any reasonable additional fees which I will make the Instructing Party aware of where it is possible to do so.

2.0 Payment Period

- 2.1 The Instructing Party shall pay all sums within 30 days of the date of the invoices unless otherwise agreed by prior agreement and evidenced in writing.
- 2.2 If Instructing Party is late in making payment of my fees as they fall due I reserve the right, at my discretion, to charge Statutory Interest for every day over 30 days that the payment is delayed in addition to Recovery Costs.
- 2.3 I reserve the right at all times to require advance payment at my discretion for any Medico Legal Service prior to supplying the the service to or on behalf of Instructing Party, this right is unaffected by any pre-agreed payment terms.

3.0 Termination

- 3.1 I reserve the right to terminate this agreement, and to charge my full fee for work undertaken up to and including that point in time, should the Instructing Party instruct me in a manner which may impede or compromise my duty to the court.
- 3.2 Where I am notified that any of my services are no longer required under this agreement the above fees will remain payable subject to the Cancellation Notice Period set out above.
- 3.3 The rights and remedies set forth in this agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4.0 Governing Law

- 4.1 This Agreement shall be governed by and constructed in accordance with the Laws of England and Wales and the Parties agree that the Courts of England and Wales are to have jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.

5.0 General

- 5.1 I will use my experience, care and skill in fulfilling my instructions to the best of my ability. In the event of dissatisfaction with my services, the client shall put clear reasons to me in writing within 14 days from receiving my report otherwise my report will be assumed to be accepted and all sums will be due.
- 5.2 The Client understands and accepts the nature of my duty to the court (in civil matters) under Part 35 Civil Procedure Rules.
- 5.3 It is the duty of the Instructing Party to provide adequate information.

- 5.4 It is the duty of the Instructing Party to ensure that the Information provided or prepared by the Instructing Party's Client or on their behalf is complete and accurate in all material aspects and not misleading and is updated as necessary (informing me immediately if there is reason to believe that any of the information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect). The Instructing Party acknowledge that I shall, and am entitled to, rely upon all Information provided to me, that I shall not be responsible for the accuracy or verification of any Information and that my report will be provided only on the basis of the Information disclosed to me by the Instructing Party.
- 5.5 I will treat all information, facts, matters, documents and all other materials of a confidential nature which I receive or create as a result of my instruction as confidential, (except insofar as I have to refer to them when setting out the substance of my instructions or as required by law).
- 5.6 I shall not be liable for any loss or other result arising from any delay in the provision of my Professional Services.
- 5.7 The payment of my fee is solely in relation to the individual service in its isolation and will not be dependant or contingent on my ability or willingness to participate in associated undertakings related with the medico-legal matter. Nor shall my fee be dependant in any way on the outcome of the case or the opinion I have provided.

The above terms have been accepted electronically as of 30/08/2016 14:12 by the following parties:

On Behalf of: -

The Instructing Party:

Mr Philip Needham

Dutton Gregory Solicitors

The Expert:

Mr Debashis Ghosh M.S,FRCS(Edin), FRCS(Intercollegiate),FEBS(Breast)

Debashis.B.Ghosh

SCHEDULE 1

My fees for services under this agreement are as follows:

Attendance at court	£900.00/Half day
Conference in Person	£225.00/Hour
Non-attendance Fee	£200.00/Non-attendance
Ordinary Hourly Rate	£225.00/Hour
Preparation of a CPR compliant clinical negligence report	£225.00/Hour
Report clarifications	£225.00/Hour
Telephone Conference	£225.00/Hour