Mr Amarjit Anand MBBS, BSc(Hons), MRCS(Eng), MSc, FRCS(Tr&Orth) Consultant Trauma & Orthopaedic Spinal Surgeon

Consulting Rooms:

All Correspondence to:

The Northey Suite Epsom Hospital

Mr Amarjit Anand 124 Brancaster Lane, Purley. CR8 1HH

Dorking Road Epsom. KT18 7EG

Private secretary / PA:

St Anthony's Hospital

Andre Goncalves

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TERMS & CONDITIONS

Our Ref - AA/001

1. CHARGES:

- 1.1. Mr Anand charges for preparing a medical report will be based on the complexity and length of the report. An hourly rate of £300 per hour is the standard rate for personal injury cases and £500 per hour for medical negligence claims. This includes perusal of papers, consultation with the claimant, drafting and review of reports. Preparation of the report generally takes between 6-10 hours on average. Where the cost of the report is expected to exceed 10 hours, based on complexity or size of medical records, the instructing solicitors will be informed in advance of commencing construction of the report (usually once the actual medical files have been seen). Where turn around of a report within a working week (7 calendar days) is required, a 100% uplift will be charged.
- 1.2. If required to appear in Court, Mr Anand will charge £3000 per day. The full day fee is incurred for cancellation within two days of the trial. If the court attendance is cancelled at, or less than, 14 working days prior to the attendance date, the instructing solicitors shall pay a cancellation fee of 50% of Mr Anand's day fee, based on number of days booked for attendance.
- 1.3. Mr Anand charges at the full hourly rate for preparation of a conference or meeting. Travel expenses are billed separately. Mr Anand shall be fully reimbursed for all travelling time including first class train travel, car mileage at £1.50 per mile together with overnight stay and subsistence, if necessary.
- 1.4. A cancellation charge of £300 will apply for non-attendance (DNA) for a medical consultation (For the 1 hour appointment slot time). Notification of appointment cancellations within 24 hours of the appointment date will be charged the hourly fee. Cancellation notification beyond 24 hours will not be charged.

1.5. If the instructing solicitors cancel their request for a medical report before completion, the medical witness shall be entitled to charge instructing solicitors an appropriate fee reflecting work and administrative time to the days of cancellation.

2. PAYMENT:

2.1. Instructing solicitors shall pay all sums within a maximum of 60 days of the date of the medical consultation, unless otherwise agreed in advance. The report will be sent unsigned, until agreed payment for the report is made, when dealing with a solicitor for the first time.

3. INDEMNITY:

It shall be the duty of the instructing solicitors, so far as possible to:

- 3.1. Instructing solicitors shall be responsible for giving adequate instructions and shall check also that all matters are covered in the reports.
- 3.2. When requested by the medical witness to obtain and provide the medical witness with all relevant medical records including x-rays and scans. If the medical records are not obtained within 2 weeks of the consultation, the consultation fee with report will be provided and charged without medical note viewing. If subsequent medical record viewing is required, a further hourly fee will be charged for the addendum and report modification.
- 3.3. To check that the factual matter covered in the medical witness report and replies to any pre-trial questions are correct, appropriate and complete.
- 3.4. Instructing solicitors shall treat all information supplied by Mr Anand as confidential and shall not disclose it indirectly or directly or otherwise use this information except for the purpose of the specified litigation without the prior consent of Mr Anand.
- 3.5. The liability of Mr Anand to instructing solicitors and/or clients for negligence howsoever arising in respect of any loss or damage caused by an act or default of Mr Anand shall be limited to the amount received by Mr Anand for his services.

Please forward all initial records, documentation and radiology to the correspondence address provided above.

Please let me know as soon as possible to secure the date.

Yours sincerely,

Mr Amarjit Anand

Consultant Trauma & Orthopaedic Spinal Surgeon

Epsom & St Helier University Hospitals NHS Trust South West London Elective Orthopaedic Centre (SWLEOC)

The above Terms & Conditions are agreed and accepted:
CLIENTS NAME:
YOUR REFERENCE:
INSTRUCTING PARTY NAME AND ADDRESS
SIGNED:
DATE: