

Usual Conditions of Business – for instructions received from 1.8.11

NB: If you wish to negotiate or vary these conditions, please do so prior to issuing instructions

For the purposes of this document, the term “instructor” means the solicitor providing instructions, except where instructions are issued via an agency. In the case of an agency, the “instructor” for the *Report only* will be the agency – it will be the solicitor for any other work undertaken.

1	<p>The following instruction / documentation is usually required, and will not normally be returned:</p> <ul style="list-style-type: none">• A clear background to the case, and a definition of what type of expertise is required.• Questions the instructor wants answered, including any particular points of dispute.• Notification of whether the Expert is being instructed by one of the parties or as a Single Joint Expert.• Copies (not originals) of Medical Records and other supporting material.• Copies of reports by other experts.• Good quality copies (not originals) of medical notes, including General Practice notes, and where relevant, Hospital (including Psychiatric, Accident and Emergency and Outpatient Records). With General practice notes especially, complete records are required.• Notes on disc or by email/file upload are accepted but must be good quality scans and should be password protected and, if sent electronically, encrypted. The password should be sent separately.• Paper notes will be destroyed 6 months after the appointment unless other arrangements are made for their storage or return.• Copies of records or summaries of treatment received relating to the claim eg Psychological treatment if arranged by solicitor. <p>Original Images, x-rays etc should NOT be sent as I can not be responsible for losses. As a Psychiatrist I do not normally require site of radiographic images.</p>
2	<p>Unless otherwise instructed, I will send an appointment directly to the claimant with a copy to the instructor. I expect the instructor to supply the claimant's current address/location plus telephone number, and to inform me if they will be absent for any significant period, and also of any particular mobility or communication needs (including if English is not their first language). The appointment will be offered at a location determined by me and instructors should not assume use of any particular venue as availability can vary, though I will endeavor to arrange a venue convenient for the claimant within the agreed timescale. If instructors / agencies are also informing the claimant of appointment details, they should take care to ensure that the details sent are correct as per my version. Confirmation of attendance at appointment will only be provided if a reply paid card and / or envelope has been provided. The instructor will be provided with notification within 2 working days if a client fails to attend.</p>
3	<p>I will normally offer an appointment which is within 4 weeks of receipt of instructions. I will inform the instructor if no appointment can be scheduled within 6 weeks of receiving instructions. Reports are normally submitted within 3 weeks or less of appointment (with allowances for annual leave, sickness and bank</p>

	holidays). This assumes that all supporting material is available at the time of appointment (see above) and that the claimant accepts and attends the first appointment offered. Any anticipated delays will be notified to instructors as soon as possible. Non-attendance or cancellation at short notice charges are given in the schedule of fees.
4	Addendum Reports – usually supplied within 3 weeks of receiving the enquiry unless the claimant needs to be seen again.
5	Desk Top Reports - usually supplied within 3 weeks of receiving instructions.
6	Joint Statements - I aim to offer the other Expert a meeting within 2 weeks, and submit a jointly signed memo within a further week. However, it can be difficult to schedule availability of both parties, and solicitors are advised to allow 4 weeks, longer in complex cases.
7	Payment – Unless agreed otherwise in writing, the instructor will pay the expert within 3 Calendar months of submission of the invoice (regardless of whether s/he has been paid) or will be liable to pay interest on deferred payments (see below). Payment preferred by BACS, and details appear on the invoice. Payment by cheque is accepted.
8	Telephone calls and letters in response to instructors' enquiries (other than for initial instruction) will be charged at the usual hourly rate. No charge is made for emails in response to instructors' emails, if brief in nature. No charge is made if the instructor wishes to leave a telephone message which does not require a response, eg to pass on information. Fixed fees do not include payment for response to telephone enquiries, other than regarding initial instruction, but do cover reasonable brief responses to emails. Solicitors wishing to speak to me to discuss an initial instruction may do so free of charge - a telephone appointment will be promptly arranged. Administrative enquiries from agencies should be made by email rather than telephone.
9	Court Appearances – while trying to retain flexibility to assist the Courts, at least 6 weeks notice is normally required for Court appearances. Not more than 3 working days can normally be block booked. Exceptionally, these arrangements may be negotiable depending on the case. Solicitors are asked to contact me for dates of non-availability before arranging a hearing.
10	The issuing of instructions by the instructor followed by the issuing of an appointment by the expert denotes an understanding and acceptance by both parties of a contractual agreement encompassing the above, and the fee structure shown below EXCEPT where explicit alterations have been agreed in writing prior to instruction. These terms may not be altered in retrospect, and constitute a legal contract.

Fee Structure

Applicable from 1.8.11 - VAT will be added to medico-legal fees.

NB: If you wish to negotiate these fees please do so prior to issuing instructions. Fixed fee quotes are available on request.

A: MEDICO-LEGAL REPORTS, SUPPLEMENTARY REPORTS, CASE CONFERENCES, MEETINGS OF EXPERTS, etc

Standard Hourly rate: £160.00 per hour (£180.00 per hour for appointments in London). Charges will be made per ¼ hour unit. This includes expenses for room hire, secretarial fees, postage etc, and these will be invoiced separately if requested. Telephone calls (except regarding initial instruction) and preparation time will be charged on the same basis.

FIXED FEE MEDICOLEGAL REPORTS (CLAIMANT INSTRUCTIONS ONLY):

The Fixed Fee rate for a report only is **£650.00**. This will include the majority of claimant personal injury work. It EXCLUDES the following, all of which will be charged at an hourly rate: - All defendant work; Personal Injury cases involving a claim for more than one accident; any work involving use of an interpreter; any Medical Negligence Work; Personal Injury cases where the claimant has had a Brain Injury; cases where total supporting material including medical notes exceed 200 sides of paper.

Telephone calls (except regarding initial instruction) will incur an additional charge.

There is no charge for leaving a telephone message which does not require a response.

Responses to emails are included in the fixed fee, as long as they are brief.

Express 2 week turnaround service (instructions to submission of report) at 50% surcharge with payment due within 28 days, undertaken by arrangement subject to availability.

Non-attendance/cancellation

Appointment cancellation fees for less than 2 full working days notice or non-attendance without notice - £80.00.

Travel (not applicable for appointments in Consulting Rooms with claimants for the purpose of assessment): £60.00 / hour Plus expenses (65p per mile OR rail ticket).

B: COURT WORK:

Availability / appearance

- per full day booked: **£1200.00**

- per half day booked **£650.00**

Plus travel +/- accommodation expenses if more than 60 miles from Cardiff.

Payable whether called to give evidence or not. Subject to scale of cancellation charges below.

Scale of Cancellation Charges for Court Appearance Work:

Less than 1 full working day (09.00 - 17.00) before 1st date reserved: Full rate

Between 1 and 3 full working days before 1st date reserved: ¾ rate

Between 3 full working days and 7 days before 1st date reserved: Half rate

Payment:

VAT is chargeable on all fees. Payment contingent on outcome or subject assessment or taxation by Courts CANNOT be accepted.

Late Payments: The instructor is liable for monthly interest for payment not received within 3 calendar months of invoice, at a rate pursuant to that in force at the time under the Late Payment of Commercial Debts (Interest) Act 1998. This will also apply to any deferred payment arrangements.

I reserve the right to charge reasonable administration fees for additional work and to charge for reasonable expenses incurred, and to require payment on account in advance in instances of previous late payment or non-attendance by the client.

Dr Stephen Davies
Consultant Psychiatrist & Expert Witness

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Appointment Venues for Medico-Legal Work – updated July 2011

SWANSEA – 2 days per month

Dept. Psychological Medicine, Morriston Hospital, Swansea SA6 6NL
Close to M4 J 45/46. Level access to building. On-site parking.
OR

Lighthouse Clinic, Salubrious Passage, Swansea SA1 3RT
Ground Floor, level access. City Centre. Nearby NCP Car Park.

CARDIFF – 2 days per month

Hayward House, Dumfries Place Cardiff CF10 3GA
City Centre. Close to Queen Street Station. Multi-storey car park opposite.
Wheelchair ramp/lift.
OR

Cathedral Road Clinic, 243 Cathedral Road Cardiff, CF11 9JG.
Road parking. May be unsuitable for wheelchair users.

BRIDGEND - monthly

Bridgend Clinic, Princess of Wales Hospital, Coity Road, Bridgend CF31 1RQ
Disabled accessible. Car Park on site. Close to M4 J36.

BRISTOL – every 4-6 weeks according to demand

1 Friary, Temple Quay, Bristol, BS1 6EA
Close to Bristol Temple Meads Railway Station. Nearby multi-storey parking.

Appointments in LONDON and MANCHESTER by arrangement.