

Taylor Savva Medicolegal Reporting

Terms and Conditions

1. General

The following terms and conditions shall apply to the provision of medical reports and expert medical witness work by Mr Heath Taylor FRCS & Mr Nick Savva FRCS

2. Charges

2.1 Preparing a written report, including inspection of all relevant documentation, medical records and all other time spent in relation to this matter (apart from 2.2 below) is £425 per hour. This usually means that the fee range for Personal Injury Cases is between £1,275.00 - £2,975.00, while the fee range for Negligence Cases is usually between £2,550.00 - £3,825.00 depending on complexity and volume of medical records to review.

2.2 Making Mr Taylor or Mr Savva available to give evidence as a Witness in Court: £3,000.00 per full day or £1,500.00 per half day, plus related expenses, to include full reimbursement for first-class rail travel, business class air travel, car at £1.20 mile, all sub-contracted work and all other expenses reasonably incurred or approved in writing by you.

2.3 If the Instructing Solicitors cancel their request for a Medical Report before completion, Mr Taylor or Mr Savva shall be entitled to charge Instructing Solicitors an appropriate fee reflecting work and administrative time to the date of cancellation.

2.4 When Mr Taylor or Mr Savva is made available to give evidence in Court and, subsequently, due to an out-of-Court settlement or for any other reason, is no longer required to appear on the date/dates originally specified, then Mr Taylor or Mr Savva shall be entitled to charge a percentage of the original fee agreed for appearing in Court (the "original fee" meaning the agreed daily rate multiplied by the number of days at Court for which Mr Taylor or Mr Savva makes himself available) depending on the number of working days' notice of cancellation by the Instructing Solicitor as follows:

2.5 If the case cancels within 21 days from the appointed trial date, 50 percent of the fee is payable. If the case cancels within 7 days of the appointed trial date full fee is payable.

2.6 The amount due to Mr Taylor or Mr Savva shall not be subject to reduction as a result of a detailed assessment of Court imposed limitation. It shall be the sole responsibility of the Instructing Solicitors:-

a) To ensure that Mr Taylor or Mr Savva's charges are no higher than reasonably necessary for the purposes of the litigation; and b) In Legal Aid cases, to obtain prior approval of Mr Taylor or Mr Savva's charges from the Legal Services Commission.

2.7 In the event that the client fails to attend a scheduled appointment without cancellation more than 48 hours prior to the scheduled appointment, Mr Taylor or Mr Savva shall be entitled to charge Instructing Solicitors an appropriate fee reflecting preparatory work carried out and loss of consultation time, this will typically represent two hours of work.

3. Payment

Instructing Solicitors shall pay Mr Taylor or Mr Savva all sums owing within 90 days of the date of the invoices unless otherwise agreed in advance. If Instructing Solicitors are late in payment, interest at three percent per annum above the base rate at that time of Barclays Bank PLC, will automatically be added to the sum due. Mr Taylor & Mr Savva reserve the right at all times to require advance payment for the written reports(s) prior to supplying the report(s) to Instructing Solicitors.

4. Indemnity

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

4.1 When requested, to obtain and provide Mr Taylor or Mr Savva with all relevant medical records including x-rays and scans in a readable format;

4.2 To give adequate instructions to Mr Taylor or Mr Savva;

4.3 To check that the factual matter covered in the Mr Taylor or Mr Savva's report(s) and replies to any pre-trial questions are correct, appropriate and complete.

5. Single Joint Expert

If Mr Taylor or Mr Savva is instructed by two or more Instructing Solicitors Terms and Conditions shall apply subject to contrary agreement between the Instructing Solicitors and the Medical Witness. Each Instructing Solicitor will be jointly and severally liable for all the Medical Witness' fees and expenses.

Clients name:

Your Reference:.....

Instructing Party Name and
Address:.....
.....
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The above Terms and Conditions are agreed and accepted:

Signed:.....

Date:.....