

# Terms and Conditions (2021)

## Personal Injury and Medical Negligence Reports

### WHAT YOU CAN EXPECT FROM Mr Turab Syed

Whenever possible, notwithstanding leave or illness or other unexpected events, Mr Syed and Medconsul Limited aim to meet the following standards:

- Response to correspondence within 7 working days
- Report dispatched by email within 10 -14 days of interview with client and
  - receipt of all relevant medical records, x-rays and scans
  - receipt of signed Terms and Conditions
- Flexible waiting time for appointments on request.  
Provision of an objective Expert Report addressed to the Court.
- An appreciation of, and compliance with, cost & time pressures associated with the litigation process
- A sympathetic and respectful manner with clients  
up-to-date training in both medicolegal and clinical aspects
- Fair and unbiased advice to the legal parties and Court

### WHAT TURAB Syed ASKS FROM THE INSTRUCTING PARTY

- Return of signed Terms and Conditions prior to Turab Syed seeing the Client
- Provision of all relevant medical records, x-rays and scans prior to my seeing the client / starting work.

### FEES

- A typical Personal Injury Report, is charged at £800-3,200 depending on the volume of records and the complexity of issues to be addressed. A typical Medical Negligence Report is likely to be considerably higher, usually £1,600 to £4,800.
- Mr. Turab Syed's fees are otherwise based upon an hourly rate of £400 to include examination, perusal of medical records and preparation of the Report, charged in 20 minute aliquots.
- If the client cancels the appointment giving less than 48 hours' notice or fails to attend, Mr. Turab Syed will charge a cancellation fee of £200.
- All fees are subject to VAT at the present rate
- Mr. Turab Syed's fees remain payable in full by the instructing party, regardless of assessment or taxation by Court and are not dependent upon the successful outcome of the case.
- In certain circumstances, fixed fee arrangements can be negotiated.

### COURT ATTENDANCE & ATTENDANCE WITH COUNSEL

- All reasonable expenses to be paid, including but not limited to: First Class Rail Travel, business class air travel, Hotel Expenses (4 Star), car at £1.20 mile, taxi fares, all sub-contracted work and all other expenses reasonably incurred. Travel time at £150 per hour.
- A rate of £400 per hour (charged in 20 minute aliquots) will apply to all other work to include preparation for Court and case conferences.
- £2,000per half day, £4,000per whole day
- NHS employment requires 6 weeks notice of cancellation of operating lists and clinics. Private clinics and lists require similar notice for rescheduling.

Therefore, If having required Mr. Turab Syed's attendance or asked that a case be entered in the diary, such an attendance at appointed trial date is cancelled with less than **6 weeks** notice, **25% fees** for the whole of the allotted time will be payable. If Turab Syed receives less than **21 days** notice, then the **50% fee** for the allotted time will be payable and if less than **14 days** notice, **100% (full fee)** is payable.

- In view of the requirement to keep costs reasonable and proportionate, conference by telephone or Skype is preferred.

### **PAYMENT TERMS**

- Otherwise, all fee notes are payable within 28 days of dispatch regardless of how the case is funded, unless Mr. Turab Syed has a prior written agreement with your firm. Payment by the instructing party is not contingent upon the contents of, or opinions expressed within, the Report.
- Delayed payment will incur, at Turab Syed's discretion, interest at the prevailing commercial rate.
- If Instructing Solicitors are late in payment, interest at three percent per annum above the base rate for the time being of Barclays Bank PLC will automatically be added to the sum due.
- The Medical Witness reserves the right at all times to require advance payment for the written reports(s) prior to supplying the report(s) to Instructing Solicitors.
- In the event of delayed payment, Turab Syed reserves the right to cease further work on a case until such time as the fees are settled and any accrued interest paid.
- In Single Joint Expert cases, in the event of non-payment of fee by one party, liability for the entire fee note lies with the instructing solicitor.
- The liability of Turab Syed to instructing solicitors and/or their clients for negligence howsoever arising in respect of any loss or damage caused by an act or default of Mr. Turab Syed shall be limited to the amount received by Turab Syed for his services. Turab Syed is indemnified by the Medical Defence Union.
- Instructing solicitors shall treat all information provided by Turab Syed as confidential and shall not disclose indirectly or directly or otherwise use this information except for the purpose of the specified litigation without the prior consent of Turab Syed.
- Intellectual property remains with Turab Syed until full payment of fees.



### **Agreement by Instructing Party**

Name of Solicitor or representative \_\_\_\_\_

Name of Client \_\_\_\_\_

Name of Instructing Firm \_\_\_\_\_

Signature of Instructing Solicitor or representative \_\_\_\_\_

Date \_\_\_\_\_