



Mr Edward Tayton MBBS FRCS MSc PhD
Consultant Trauma & Orthopaedic Surgeon
www.berkshirehipandknee.com

**Medicolegal Reporting
Terms & Conditions**

These are the guidelines under which I agree to undertake medico-legal work on your behalf.

1. You must provide us with the full Terms & Conditions document signed by you and all relevant medical records and radiographs relating to the claimant before his or her appointment with us.

2. Medical Records

- 2.1. Confidential Information. You agree to treat all information supplied by us as confidential and you shall not disclose or otherwise use such information except for the purposes of the specific litigation to which it relates without first obtaining our written consent.
- 2.2. The medical records you send us must either be high quality photocopies or on CD-ROM. Please ensure that any images such as Xrays or scans supplied on CD are compatible with current and commonly used operating systems.
- 2.3. Where medical records are not provided, the report will only include findings from history & clinical examination of the client. The report will explicitly state that medical records were not available for review and will therefore have its limitations. If a second appointment is deemed necessary by the instructing solicitor with review of records, this will be treated as a new instruction.
- 2.4. All medical records will be stored securely as per Data protection Act requirements and handled appropriately. Records which do not require to be returned to the instructing party including CDs will be destroyed after 6 months of preparing the medical report.

3. Appointment

- 3.1. An appointment with the claimant will only be arranged once all medical records and radiographs have been received in accordance with clause 2. An appointment will be sent to the claimant specifying the next available date on which we can see him or her. We shall email details of this appointment to you so that you can ensure their prompt attendance. You will be liable to pay a charge for non-attendance or cancellation with less than 48 hours notice.

4. Preparation of Reports

4.1. Where all medical records and radiographs have been obtained in accordance with clause 2, and it is clear that no further investigations into the claimant's condition are required, then our medico-legal report will be despatched to you within two to four weeks of the appointment date depending on complexity of case / need for further documentation / staff holidays.

5. Further Investigations

5.1. Where we consider that further investigations are required, such as X-rays, CT Scan, MRI Scan, nerve conduction studies etc., then such investigations will not be undertaken until we have first obtained your approval. In order to help you decide whether to proceed with such investigations, we shall explain in writing our reasons for requiring them.

6. Fees

6.1. Our basic rates for the preparation of a medico-legal report, to include interview and examination of the client, is to be agreed before an appointment can be arranged. This is to be settled within 90 days unless agreed upon before arranging appointment. Fees are payable regardless of outcome of the case. In case of early settlement after appointment & before preparation of report, 50% of our fees are payable to cover administrative charges.

7. Communication

7.1. We prefer communication by e-mail, and we shall endeavor to answer all communications from you as soon as reasonably practicable. You should restrict use of telephone to urgent enquiries only. You should advise the claimant that, as our instructions come from you, all communications between the claimant and us should be through you. The only exception to this is where the claimant needs to cancel their appointment with us, which will need 48 hours notice; otherwise a cancellation charge may apply.

8. Instructing solicitors are responsible for giving adequate instructions and should also check that all matters are covered in the reports. Instructing solicitors shall be responsible for any claim made against Mr Tayton resulting from their failure to do so.

9. The liability of Mr Tayton 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 Tayton shall be limited to the amount received by Mr Tayton for his services.

10. Mr Tayton requires at least 8 full weeks notice for court attendance and separate terms & conditions and annual leave schedule may be requested if this is anticipated. Court attendance will be charged by the half day. Please contact us for further details.

11. Non-payment of fees

11.1. Medical report ownership: We reserve the right to notify The Court, Claimant, instructing or defending solicitors, agencies withdrawal of the medical report should payment not be received in full as per agreed terms and conditions. It is asserted that any medical reports including supplementary reports / addendums/ letters to court retain the title and ownership of the author Mr Tayton until full payment for such services are received under agreed terms.

11.2. In the event of non-payment we will notify The Court, Claimant, instructing or defending solicitors, and agencies withdrawal of the medical report and demand payment from any party who wish to use the report as evidence. If no response is received, we will follow standard debt recovery procedures, which will include legal costs and further expenses associated with the procedure.

Our charges (unless already negotiated)

- Fee for medico-legal report : £ 250 per hour (usually 2-3 hours depending on complexity of case).
- Fee for addendums : £ 100
- Fee for DNA (<48 hrs notice) : £ 150
- Hourly rate (court/home visit) : £250 per hour / £ 1000 per half day (Hourly rate applies for home/prison visits. Court attendance is charged by the half day).
- Court, home and prison visit are also subject to related expenses: 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.
- If the case cancels within 21 days for 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.

Contact details

Mr. Edward Tayton
Consultant Orthopaedic Surgeon
Royal Berkshire Hospital
Craven Rd, Reading RG1 5AN

Email : edwardtayton@hotmail.com

Website : www.berkshirehipandknee.com

Clinic locations:

(All have free car parking & disabled access)

Berkshire Independent Hospital

Coley Park,
Swallows Croft,
Wensley Rd,
Reading
RG1 6UZ

Circle Hospital Reading

100 Drake Way,
Reading
RG2 0NE

Medicolegal secretary :

Jenni Smith
Email : 2jennismith@gmail.com
Phone : 07858 327872
Fax: 0118 9472232

Signed by Instructing agency / solicitor :

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Date :

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