

Dr Mo LTD Medicolegal Report Terms and Conditions 2024

Dr Neil Mo Bsc (Hons) MBBCh Msc FRCP (Lond)

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Registered Address: Dr Mo LTD, Wentworth, Bradford Place, Penarth, CF64 1AF

1. General

1.1. The following terms and conditions shall apply to the provision of medical reports and expert medical witness work by Dr Neil Mo Bsc (Hons) MBBCh Msc FRCP (Lond) acting on behalf of the company DR MO LTD, for new instructions as of 01/08/2020

2. Charges

2.1. Preparing a written report, including inspection of all relevant documentation and medical records provided and all other time spent in relation to this matter (apart from 2.3 below) is £325 per hour. This typically means that the fee range is between £1300 - £1950, for 4-6 hours. Simple stage 2 "screening" reports may be shorter. Complex stage 3 "CRP" reports may be longer.

2.2. If additional information is provided after completion of the report an addendum will be prepared and this will be charged at £325 per hour.

2.3. Making Dr Mo available to give evidence as a Witness in Court: £3250 per day or part thereof. In addition, related expenses as follows: full reimbursement for hotel accommodation, first- class rail travel, business class air travel, car at £1.20 mile, or taxi as per receipt. Any additional time spent traveling will incur a fee of £325 per hour or part thereof.

2.4. If the Instructing Solicitors cancel their request for a Medical Report before completion, DR MO LTD shall be entitled to charge Instructing Solicitors an appropriate fee reflecting work and administrative time to the date of cancellation.

2.5. When Dr Mo 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, DR MO LTD 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 Dr Mo makes himself available) depending on the number of working days' notice of cancellation by the Instructing Solicitor as follows:

2.5.1. If the case cancels between 56 days and 15 days (inclusive) from the appointed trial start date 50 percent of the fee is payable. If the case cancels within 14 days (inclusive) of the appointed trial date full fee is payable.

2.6. The amount due to the DR MO LTD 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 to ensure that DR MO LTD charges are no

higher than reasonably necessary for the purposes of the litigation; and In Legal Aid cases, to obtain prior approval of DR MO LTD charges from the Legal Services Commission.

2.7. In the event that the client fails to attend a scheduled appointment without cancellation more than three working days prior to the scheduled appointment DR MO LTD 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 and £650.

3. Payment

3.1. Instructing Solicitors shall pay DR MO LTD all sums within 42 days of the date of the invoices unless otherwise agreed in advance. DR MO LTD reserves 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

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

When requested, to obtain and provide Dr Mo with all relevant medical records including x-rays and scans in a readable format;

To give adequate instructions to Dr Mo;

To check that the factual matter covered in Dr Mo's report(s) and replies to any pre-trial questions are correct, appropriate and complete.

5. Single Joint Expert

5.1. If Dr Mo 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.

6. Records

6.1. Records will be destroyed six months after instruction unless Dr Mo receives specific instructions otherwise.

Clients name:

Your Reference:.....

Instructing Party Name and

Address:.....

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The above Terms and Conditions are agreed and accepted:

Signed:.....

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Date:.....