

Mr Maxim D Horwitz MBChB FRCS (Orth) DipHandSurg

The Cromwell Hospital
164-178 Cromwell Rd
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Fortius Clinic
17 Fitzhardinge St
London W1H 6EQ

St John St Elizabeth Hospital
60 Grove End
London NW8 9NH

NHS Chelsea and Westminster Hosp.
369 Fulham Road
London SW10 9NH

Correspondence Address: Loretto Cottage, St John St Elizabeth Hosp, 60 Grove End Rd, London NW8 9NH

Medico-legal report 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 Maxim D Horwitz, MBChB FRCS (Orth) DipHandSurg acting on behalf of the company The Hand Doctor Ltd.

Mr Horwitz is a Hand and Wrist surgeon and will accept instructions on hand and wrist injuries only.

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 £400 per hour. This usually means that the fee range for Personal Injury Cases is between £2650 - £3850
 - 2.1.1 When a translator is required for a non-English speaking patient, the Instructing Solicitors must ensure an impartial translator is made available. An additional fee of approx. £275 will be added to Mr Horwitz's report fee in this case to reflect extended duration of the examination.
 - 2.1.2 When X-ray or other imaging is not made available to Mr Horwitz for the date of the consultation. (X-ray reports are not sufficient). Our office will arrange for up-to-date X-rays of the patient at the examination. The fee for this will be covered by our office and passed on with the report fee. (X-ray fees per finger/ hand or wrist approx. £250-300).
- 2.2 Making Mr Horwitz available to give evidence as a Witness in Court: £4,000 per full day or £2,500 per half day. Plus related expenses: full reimbursement for first-class rail travel, business class air travel, car at £1.40 mile, or taxi as per receipt. Time spent travelling outside Greater London will incur an additional fee of £275 per hour or part thereof.
- 2.3 If the Instructing Solicitors cancel their request for a Medical Report after instruction but before Mr Horwitz's has undertaken the examination/ completed the report, The Hand Doctor Ltd shall be entitled to charge Instructing Solicitors an appropriate fee reflecting work and administrative time to the date of cancellation.
- 2.4 When Mr Horwitz 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, the Hand Doctor 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 Mr Horwitz 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 7 weeks/ 35 working days before for the appointed trial date 50 percent of the fee is payable. If the case cancels within 6 weeks/ 30 working days of the appointed trial date 75% of the fee is payable. If the case cancels within 3 weeks/ 21 working days of the appointed trial date full fee is payable.
- 2.6 The amount due to The Hand Doctor 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:-
a) To ensure The Hand Doctor Ltd charges are no higher than reasonably necessary for the purposes of the litigation; and b) In Legal Aid cases, to obtain prior approval of The Hand Doctor 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 48 hours prior to the scheduled appointment The Hand Doctor 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.

3. Payment

Instructing Solicitors shall pay The Hand Doctor Ltd all sums within 42 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 for the time being of Barclays Bank PLC will automatically be added to the sum due. The Hand Doctor 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

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

- 4.1 When requested to obtain and provide the Mr Horwitz with all relevant medical records x-rays and scans in a readable format. See 2.1.2 above.
- 4.2 To give adequate instructions to Mr Horwitz;
- 4.3 To check that the factual matter covered in the Mr Horwitz's report(s) and replies to any pre-trial questions are correct, appropriate and complete.
5. Single Joint Expert
If Mr Horwitz 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 Name:.....

Address:
.....
.....

The above Terms and Conditions are agreed and accepted:

Signed:.....Date:.....