

MR. SIMON RICHARDS FRCS
Consultant Orthopaedic Surgeon

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All Correspondence to:

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67 Lansdowne Road

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Terms and Conditions of Mr Simon Richards

1. **Instructing Solicitors shall treat all information supplied by Mr Richards, including the report itself, 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 Mr Richards. Until Mr Richards' fees have been settled in full, this report may not be used by any solicitor other than the original instructing solicitor, without his express permission.**

2. Mr Richards' charges for preparing a report will be based on the complexity and number of orthopaedic injuries required to be reported on, as well as the volume of medical records provided. As a guide, the usual cost of a report is between £500 and £800. This is based on an hourly rate of £400. A normal volume of medical records would be considered to be circa 250 pages. Where a report is likely to attract a fee outside of this range, then fee agreement will be sought prior to making an appointment.

With regards to clinical negligence reports, fees usually start at £800. Actual fee indication is given on receipt of comprehensive instruction letter and all medical records for inclusion, as only then can time needed be fully assessed.

All charges are subject to VAT at 20%

3. Mr Richards' hourly rate of £400 will also apply to all work other than preparation of the report.

4. If required to attend a conference in chambers Mr Richards' charge will be £2,000 per half day.

5. If required to appear in Court, Mr Richards' charge will be £4,000 per full day, £2,000 per half day.

6. Mr Richards shall be fully reimbursed for all travelling time at £80 per hour, first class train travel, car mileage at £1.00 per mile together with overnight stay and subsistence if necessary.

7. The amount due to Mr Richards shall not be subject to taxation by the Court. Instructing Solicitors shall ensure that Mr Richards' charges are no higher than reasonably necessary for the purpose of litigation, bearing in mind his professional expertise.

8. Instructing Solicitors shall pay all sums due within 60 days of the date of invoice. Late payment will be subject to interest of 7% per annum. In the event of late payment, further reports and co-operation will be withheld until payment is received. End of case terms will not be accepted.

9. Mr Richards reserves the right to require advance payment for work undertaken prior to supplying that work to Instructing Solicitors.

10. In the event of cancellation of a court appearance or settlement within 24 hours of the case, then the full fee of £3000 will be charged. More than 24 hours but less than 48 hours then the full fee of £3000 will be charged. More than 48 hours but less than a week's notice, then 50% of the fee will be charged.

11. Instructing Solicitors shall be responsible for giving adequate instructions and shall check that all matters are covered in the reports. Instructing Solicitors shall be responsible for providing all hospital held records, GP notes and other evidence to Mr Richards in good time for the appointment with the claimant, being at least seven days prior to the date of such appointment. Instructing

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Poole: The Harbour Hospital, St Mary's Road, Poole BH15 2BH

London: 123 Cannon Street, London, EC4N 5AX

Solicitors shall be responsible for any claim made against Mr Richards resulting from their failure to do so.

12. Assuming we receive all the medical information in time then the report should be ready within 2 weeks of the examination date.
13. The liability of Mr Richards to Instructing Solicitors and/or their clients for negligence howsoever arising in respect of any loss or damages caused by an act or default of Mr Richards shall be limited to the amount received by Mr Richards for his services.
14. Instructing Solicitors or their agents shall be responsible for advising Mr Richards within 28 days of the case being settled, closed, withdrawn or of it ceasing for whatever reason.
15. Where the claimant fails to attend an appointment or less than 24 hours' notice of cancellation is given then a cancellation fee of 50% of the agreed report fee shall be charged.
16. Data Protection

All work carried out is in strict compliance with the GDPR and all other applicable laws. All personal information is treated as confidential and we do not use, divulge or disclose to any person not in our employ any personal data contained in, or obtained pursuant to, instructions received unless required to do so to perform our instructions or in accordance with our professional obligations.

We have appropriate technical and organisational measures to protect the data disclosed to us, against unauthorised or unlawful processing and against accidental loss, destruction or damage. In particular papers and emails are sent by an appropriately secure method.

We will notify you immediately in the event that we become aware of a personal data breach relating to this matter or a data subject makes a request under GDPR Chapter 3.

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