

Mr Harish Kurup
Consultant Trauma & Orthopaedic Surgeon

www.bostonfoot.co.uk

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. We are not able to accept originals unless they belong to United Lincolnshire Healthcare Trust. Please ensure that any images such as Xrays or scans supplied on CD are compatible with current and commonly used operating systems. Delay in providing required passwords will delay report preparation.

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 further review of records is requested afterwards, an appropriate fee will be payable.

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

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

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 one to two weeks of the appointment date depending on complexity of case / need for further documentation / staff holidays.

5. Further Investigations

Where we consider that further investigations are required, such as X-rays, CT Scan, MRI Scan, nerve conduction studies etc., then you will be required to source them yourself. If you or the client do not wish to proceed with further investigations an addendum report will need to be prepared stating these reasons and a separate fee will be payable for this report.

6. Fees

Our basic fee 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. Our fees are listed under Section 12. This is to be settled within 6 months 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 will be payable.

7. Communication

7.1.

We prefer communication by e-mail, and we shall endeavour to answer all communications from you as soon as reasonably practicable. You should restrict use of telephone to urgent enquiries only.

7.2.

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 Kurup resulting from their failure to do so.

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

10. Mr Kurup requires at least 6 full weeks notice for court attendance and separate terms & conditions and annual leave schedule may be requested if this is anticipated. For Court attendance hourly rate will apply. 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 Kurup 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, interest and further expenses associated with the procedure.

12. Our Fees (unless already negotiated)

Fee for medico-legal report	: £ 400 (with records review up to 300 pages)
Fee for addendums	: £ 100
Fee for DNA (<48 hrs notice)	: £ 50
Hourly rate (court/home visit)	: £ 200

(Hourly rate applies for court appearances and home/prison visits. This will include travel costs and subsistence.)

13. Clinic locations (All have free car parking & disabled access)

Ramsay Boston West hospital (over 18's only) West Business Park (Near ASDA) Sleaford Road, Boston PE21 8EG	Johnson Community Hospital (all Age groups) Pinchbeck Spalding PE11 3DT
Fitzwilliam Hospital (over 18's only) Milton Way, South Bretton, Peterborough PE3 9AQ	Bostonian Private Wing (under 18's only by ad-hoc arrangements) Pilgrim hospital, Boston PE21 9QS

14. Contact details - Medicolegal secretary

Ms. Julie Thornalley
Secretary to Mr. Kurup
Department of Orthopaedics
Pilgrim Hospital, Boston
Lincolnshire PE21 9QS
Website : www.bostonfoot.co.uk

Email : Julie.Thornalley@bostonfoot.co.uk
Phone : 07784 374824
Fax : 01205 352849

Signed by Instructing agency / solicitor :
Date :