

Professor Ben Miranda

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CONSULTANT PLASTIC SURGEON & ORTHO-PLASTIC HAND SURGEON

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MEDICOLEGAL EXPERT WITNESS TERMS AND CONDITIONS

1 General:

The following terms and conditions shall apply to the provision of Medical Reports and Medical Expert Witness work by Professor Ben Miranda.

2 What to Expect from Professor Miranda:

Professor Miranda aims to meet the following standards whenever possible, notwithstanding leave, illness or other unexpected events:

- 2.01 A high level of medicolegal, clinical and academic practice, experience and training.
- 2.02 Provision of an objective, evidence-based and data-supported Expert Witness Report addressed to the Court unless discussed otherwise.
- 2.03 Response to correspondence within 24h.
- 2.04 Completion of medical reports within 14 days of interview with the client.
- 2.05 Flexible appointment times.
- 2.06 An appreciation of, and compliance with, cost and time pressures associated with the litigation process.
- 2.07 Respectful, understanding and professional conduct.
- 2.08 Fair and unbiased advice to the legal parties and Court.

3 What Professor Miranda Asks from the Instructing Solicitors:

- 3.01 Provision of all relevant medical records and images prior to examining the client, in a legible format.
- 3.02 Return of signed terms and conditions prior to beginning work on the case.

4 Medical Negligence & Personal Injury Reports:

- 4.01 A typical Advisory Report fee would range between £600 - £1200, depending on the volume of records for review and complexity of issues to be addressed.
- 4.02 A typical Court Compliant Medical Report fee, including clinical examination and notes review, would likely be considerably higher, in the approximate range of £1200 – £2500, depending on the volume of records for review and complexity of issues to be addressed.
- 4.03 Professor Miranda's fees are based on an hourly rate of £300 per hour, including clinical examination, medical notes review, report preparation, charged in 15-minute blocks.
- 4.04 When a chaperone is required for clinical examination, this will be provided and will incur an additional fee of £100.
- 4.05 When an interpreter is required for a non-English speaking patient, the Instructing Solicitor must ensure an impartial interpreter is made available; this will also incur an additional fee of £100.

5 Court Attendance & Attendance with Counsel:

- 5.01 Professor Miranda's fees are based on an hourly rate of £300 per hour for all related work, including Joint Statements, Court Preparation and Case Conferences.
- 5.02 Booking Professor Miranda to give evidence as an Expert Witness in court will be charged at £2800 per full day, or £1800 per half day.
- 5.03 To keep costs reasonable and proportionate, conference by telephone or video is preferred.

6 Expenses & Travel:

- 6.01 All reasonable expenses are to be paid in full, including but not limited to: First class rail travel, business class air travel, car mileage at £1.20 per mile, taxi fares, hotel accommodation (4 star).
- 6.02 Short distance travel time is charged at £300 per hour, in 15-minute blocks, unless otherwise agreed in advance e.g. for long distance travel journeys.

7 Payment Terms:

- 7.01 Professor Miranda will **readily consider deferred payment** arrangement on request.
- 7.02 Unless otherwise agreed in advance, the instructing Solicitors shall pay Professor Miranda all sums within 30 days of the date of invoice. If the 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. Professor Miranda reserves the right at all times to require advance payment for all written reports prior to supplying the report(s) to instructing Solicitors.
- 7.03 The amount due to Professor Miranda 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 that Professor Miranda's charges are no higher than reasonably necessary for the purposes of the litigation, and b) In Legal Aid cases, to obtain prior approval of Professor Miranda's charges from the Legal Services Commission.

8 Cancellation:

- 8.01 **Medical Reports:** If the instructing solicitor cancels their request for a Medical Report prior to completion, Professor Miranda will be entitled to charge an appropriate fee reflective of the work and administrative time to the date of cancellation.
- 8.02 **Clinical Examination:** If a Consultation is booked for Clinical Examination, and then subsequently cancelled, Professor Miranda will be entitled to charge an appropriate fee reflective of the work and administrative time to the date of cancellation. If such cancellation occurs on the day before Consultation, Professor Miranda will be entitled to charge an additional hour of work on top of this fee; if cancellation occurs on the day of Consultation or the client does not attend the Consultation without serving notice, Professor Miranda will be entitled to charge in full for all work, administration and travel time encountered.
- 8.03 **Court Attendance & Attendance with Counsel:** NHS employment requires a minimum of 6 weeks notice for cancellation of operating lists and clinics. Private clinics and operating lists require similar notice for rescheduling. Therefore, if after having asked that a case be entered in the diary, and such attendance is subsequently cancelled, a percentage of the total fee (total fee = rate multiplied by the number of days or half-days requested) will be charged as follows: Notice served with more than 6 weeks / 30 working days = 25% of fees payable, at or less than 6 weeks / 30 working days and more than 3 weeks / 15 working days = 75% of fees payable, at or less than 3 weeks / 15 working days = 100% of fees payable.

9 Indemnity:

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

- 9.01 To provide adequate instructions to Professor Miranda.
- 9.02 To provide Professor Miranda with all relevant medical records and images in a legible format.
- 9.03 To check that the factual matter covered in Professor Miranda’s report(s) and replies to any pre-trial questions are correct, appropriate and complete.
- 9.04 The liability of Professor Miranda to instructing solicitors and/or their clients for negligence however arising in respect of any loss or damage caused by an act or default of Professor Miranda shall be limited to the amount received by Professor Miranda for his services.
- 9.05 Professor Miranda is fully indemnified for his medico-legal practice.
- 9.06 Instructing solicitors shall treat all information provided by Professor Miranda 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 Professor Miranda.

10 Single Joint Expert:

- 10.01 If Professor Miranda is instructed as a Medical Expert Witness by two or more instructing Solicitors, terms and conditions shall apply subject to contrary agreement between the instructing Solicitors and Professor Miranda.
- 10.02 Each instructing Solicitor will be jointly and severally liable for all of Professor Miranda’s fees and expenses.

Agreement by Instructing Party:

Instructing Firm Name: _____

Client Name: _____

Case Reference: _____

Solicitor or Representative Name: _____

Solicitor or Representative Signature: _____

Date: _____