

Dr Michael Coupe Stratus Medical Ltd

Correspondence address:
FAO Mrs Delia Foster
Longwood House
The Bath Clinic
Claverton Down Road
BATH BA2 7BR

Also consulting at:
CircleBath
Foxcote Avenue
Peasedown St John
BATH BA2 8SQ

Dr Michael Coupe MBChB FRCA FFPMRCA FFICM
Consultant in Anaesthesia, Pain Medicine and Critical Care

Mrs Delia Foster (Secretary)
Tel/Fax: 01225 470157
Email: bath.anaes@btconnect.com

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Standard terms and conditions for the provision of expert medical reports.

These apply unless altered in writing.

I agree to provide my services as an expert witness in accordance with the terms of appointment set out below and not on the basis of any other standard or other terms. You must return to me a copy of this terms signed by you, indicating your agreement with them. However, in any event by continuing to instruct me to provide these services you are agreeing to accept these terms. These terms may only be varied by agreement in writing.

1. These terms are on the basis that I am appointed to report in this matter by you, the legal representative/ insurer/professional indemnifier on behalf of the claimant/defendant, who is referred to below as the client. Liability to pay my fees and expenses is yours and not that of the client, unless otherwise agreed in writing.
2. References below to the case or the litigation include references to any matters on which I am instructed to provide my services whether or not court proceedings have been commenced or are intended.
3. My instructions are to provide a full report (the initial report) to which the CPR apply on condition and prognosis/breach of duty/causation.
4. If I am instructed to provide a report without considering or reading any or all of the medical, treatment or rehabilitation records, or where the fee agreed or time allowed is insufficient to permit of that consideration or reading and I notify you of the same in writing, you understand that any opinions expressed will be qualified on the basis of having considered no or only limited such records.
5. Where my instructions are to provide a full CPR compliant report, my duties will include the answering of Part 35 questions, attendance on joint discussions, at conference and at court as requested of me.
6. Subject to the availability of your client, I will examine your client within six weeks of the date of this letter.

7. The initial report will be provided by me within 4 weeks of the examination, providing all relevant documentation including medical records are available at the time of examination. Otherwise, the initial report will be provided by me within 4 weeks of provision of all relevant documentation.
8. I will send you a copy of my appointment letter to your client.
9. I require you to provide me with your client's medical records at your expense **prior to the appointment** (if not enclosed with your instructions).
10. I require your clients records to be provided in electronic format. If they are provided in hard copy, an extra charge of 15% will apply for conversion by my secretary to electronic format.
11. I charge £250 per hour for all time spent on the case including travel [except for attendance at court hearings].
12. If I am asked to appear as an expert witness in a court case, my fee will be £1,200 per half day, plus any expenses that I incur for travelling, overnight accommodation etc.
13. You will pay any fees charged by me in answering Part 35 questions raised by the other party/parties in the litigation in accordance with PD35 para 6.2.
14. All rates set out above will be reviewed annually on 1st January and any changes will be notified to you in writing.
15. Cancellation charges – court attendances: Because of the need to cancel clinics up to 8 weeks in advance, in the event of cancellation of a requirement to attend court, fees will be charged for the entirety of the hearing dates notified on the following basis: Notice of cancellation less than 7 days before the first day of hearing - 100% of the fee. Notice of cancellation less than 14 days (but not less than 7 days) before the first day of hearing - 75% of the fee. Notice of cancellation less than 28 days (but not less than 14 days) before the first day of hearing - 50% of the fee
16. If any consultation, conference or other appointment is cancelled less than 48 hours in advance you will pay me a fee representing the time spent in any preparation, the time which would have been spent in the appointment and any expenses actually incurred. If a first consultation with a patient is cancelled less than 48 hours in advance, or the patient fails to attend, you will pay me a fee of £250.
17. Expenses and disbursements: You will reimburse me for all reasonable travel expenses and disbursements incurred including reasonable quality overnight accommodation. Rail and air travel will be on the basis of first class and business class respectively. If driving, this will be on the basis of 50p per mile plus parking and tolls.
18. Save as otherwise agreed in writing, all fees and reimbursement of expenses are payable within 30 days of invoice.
19. Interest together with debt recovery costs is payable on any late payment at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998.
20. VAT is not currently chargeable on my fees.
21. Reduction in fees and expenses: The fees and expenses set out above and calculated as set out above are to be paid in full whether or not any lesser sum (or no sum) is recovered from any opposing party in the litigation or assessed by any court. And see section 20 below and the requirement to inform the expert of the conclusion (Guidance para 87).
22. Property in written work provided: I will own the copyright in all reports and other materials produced by me. Further the title to all reports and materials provided by me will remain with me until full payment has been received.

23. Keeping me informed: You will provide me with an outline programme for the completion and delivery of each stage of my involvement in the case or litigation. You will keep me informed at all times about any deadlines relevant to the provision of my services. You will send me promptly copies of any court orders or direction that refer to the involvement of experts in the litigation or in any way relate to the provision of my services or the fulfilment of my duties within the litigation. You will provide me with details of any specific budget for my services, whether ordered by the court or otherwise. You will inform me when the case is concluded either by a settlement or trial.
24. Estimates of fees: I will provide an estimate of fees for the litigation through to trial on request and on provision of sufficient information about the nature of the matters on which I am to provide expert opinion. An estimate will be provided on the basis of the charges set out above.

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