

TERMS & CONDITIONS FOR PROVIDING MEDICAL REPORTS

Introduction

1. These Terms & Conditions govern the provision of medico-legal reports by Mr Chye Yew Ng to instructing solicitors and other clients.

Medico-Legal Reports

2. Mr Ng prepares medical reports exclusively for Personal Injury cases.
3. It is the responsibility of the instructing party to ensure that all relevant medical records and imaging are provided at least three weeks before the agreed appointment date. Failure to comply may result in the cancellation of the appointment.
4. Mr Ng undertakes to provide an objective, CPR 35-compliant Expert Report addressed to the Court, provided all relevant medical records and imaging are available.
5. Medical records and CDs will be returned to the instructing party upon completion of the report, unless otherwise agreed.

Independent Status

6. Mr Ng acts as an independent expert, providing objective and impartial advice to the Court. He is not an advocate for any party, and his primary duty is to the Court.

Fees

7. The fee for the initial report reflects the market rate for Mr Ng's expert opinion and is independent of the time spent producing the report. A quote will be provided after an initial review of the case and the volume of evidence to be assessed.
8. Mr Ng's hourly rate for any subsequent work is £495.
9. The fee for attendance at court is £4950 per day or part day, plus travel and accommodation costs.
10. Conference calls and discussions with Counsel will be charged at £495 per hour.
11. The quoted fee must be agreed by the instructing party before the instruction is accepted, and full payment is required before the report is released.
12. Instructing solicitors are responsible for paying all fees, regardless of any assessment or taxation by the Court or the outcome of the case.

Payment Terms

13. The agreed fee must be confirmed by the instructing party prior to Mr Ng accepting the instruction.
14. Full payment is required before the report is released.
15. In the event of late payment, Mr Ng reserves the right to withhold the report or cease further work until fees are settled.
16. Payments are to be made within four weeks of the invoice date. Late payments will incur 10% interest per month.

Missed Appointments and Cancellations

17. A fee of £350 will be charged if a client fails to attend a confirmed appointment or cancels within 48 hours of the agreed appointment.
18. After two missed appointments, the instruction will be returned to the instructing party, and no further appointments will be offered.
19. In the event that the instruction is cancelled after work has commenced but prior to completion, Mr Ng reserves the right to charge for any work undertaken on a pro-rata basis, calculated at the hourly rate of £495.

Attendance at Court

20. Written notice of attendance at Court must be received a minimum of eight clear weeks before the Court date.
21. A non-returnable booking fee of £495 is required, payable upon notification of the Court date.
22. Charges for attendance at Court are £4950 per day or part day, plus travel and accommodation costs.
23. If Court attendance is cancelled with less than six weeks' notice, 25% of the fee is payable; if cancelled with less than four weeks' notice, 50% of the fee is payable; if cancelled with less than two weeks' notice, 100% of the fee is payable.
24. Travel expenses (first-class train fare or £0.90 per mile if by car) and accommodation (minimum 4-star) will be charged additionally.

Data Protection & Confidentiality

25. Mr Ng will process personal and sensitive data provided by the instructing party in compliance with the General Data Protection Regulation (GDPR) and other relevant data protection laws. All information received will be kept confidential and used solely for the purpose of the medico-legal report, unless otherwise required by law.

Limitation of Liability

26. Mr Ng's liability for any claim, whether in contract, tort (including negligence), or otherwise for any loss arising out of or in connection with the provision of services shall be limited to the amount of fees paid for the report.

Instructing Solicitors' Responsibilities

27. Instructing solicitors must ensure that adequate instructions are provided, and that all necessary matters are addressed in the reports.
28. Instructing solicitors will be responsible for any claims made against Mr Ng arising from their failure to provide adequate instructions or information.

Updates to Terms

29. These terms may be updated from time to time and will be communicated to instructing parties accordingly.

I agree to instruct Mr Ng on the above terms.

Name of Client

Name of Instructing Solicitor

Firm

Signed

Dated