

TERMS AND CONDITIONS FOR PROVIDING MEDICAL REPORTS

Introduction

1. These Terms and Conditions govern the provision of medico-legal reports by Mr Chye Yew Ng to the instructing party 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 + VAT.
9. Conference calls and discussions with Counsel will be charged at £495 + VAT per hour.
10. 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.
11. The instructing party is responsible for paying all fees, regardless of any assessment or taxation by the Court or the outcome of the case.
12. All fees quoted above are subject to VAT at the prevailing rate.

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 accrue interest at 10% per annum above the Bank of England base rate.

Missed Appointments and Cancellations

17. A fee of £350 + VAT 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 at the hourly rate of £495 + VAT.

Attendance at Court

20. Written notice of attendance at Court must be received a minimum of eight clear weeks before the Court date.
21. Charges for attendance at Court are £4950 + VAT per day or part thereof, plus travel and accommodation costs.
22. 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.
23. Travel expenses (first-class train fare or £0.90 per mile if by car) and accommodation (at a minimum of four-star standard) will be charged additionally.

Data Protection & Confidentiality

24. 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

25. Mr Ng's total liability for any claim arising out of or in connection with the provision of services under these Terms, whether in contract, tort (including negligence) or otherwise, shall not exceed the fees paid (or payable) for the relevant report or service. Mr Ng shall not be liable for any indirect, consequential or special loss, or for loss of profit, goodwill or opportunity.

Instructing Party Responsibilities

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

Updates to Terms

28. These Terms may be updated from time to time and will be communicated to the instructing party accordingly.
29. These Terms shall be governed by and construed in accordance with the law of England and Wales, and any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

I agree to instruct Mr Ng on the above terms.

Name of Client

Name of Instructing Solicitor

Firm

Signed

Dated