

Mr Jonathon Pleat

*BM BCh (Oxon) MA (Oxon) DPhil (Oxon) MrCS (Eng) FRCS (Plast)
Consultant Plastic and Reconstructive Surgeon
Director, Restore Burn and Wound Research*

MEDICOLEGAL TERMS AND CONDITIONS OF BUSINESS

The Purchasing Company or Solicitor shall hereafter be known as the "Client".

1. The following terms will apply to all work undertaken by Mr Jonathon Pleat unless agreed in writing prior to receipt of instructions.
2. All work will be undertaken with due regard to relevant sections of Civil Procedure Rules.
3. Mr Pleat shall undertake work at the request of the Client, having confirmed that such work lies within his area of qualification, experience and expertise. That work shall be undertaken to the best of his ability, and, subject to external constraints in as timely a manner as he is able.
4. The Client shall treat all information supplied by Mr Pleat as confidential and without the prior consent of Mr Pleat shall not disclose indirectly or directly or otherwise use this information except for the purpose of the specified litigation.
5. Work will not be accepted on the basis of deferred payment Except as otherwise specified within this summary of Terms and Conditions, an hourly rate of **£330** will apply to all work undertaken by Mr Pleat, in addition to any costs necessarily incurred. Mr Pleat's charges for preparing a report will be based on the duration and location of the consultation and the complexity and length of the report, but are likely to be in the range of **£800-1700**. Joint statements are likely to be in the range of **£400-850**. Minor corrections or adjustments to the completed report due to either an omission or typing errors will be made without charge. If further questions are raised by the Client that were not part of the original instruction after a report has been completed, or further documents are presented for consideration, addendums to the report are charged at a rate of **£330** per hour.
6. In the event that an appointment for a consultation is not kept, or is cancelled with 48 hours' notice or less, a fee will be payable to Mr Pleat to cover the administration costs and the cost of the consulting rooms. For a standard 60 minute appointment, this will be approximately **£160**.
7. If required to attend a conference in chambers, Mr Pleat's charge will be **£1500** per half a day or part thereof.
8. If required to appear in Court, Mr Pleat's charges will be **£2,900** per day or part thereof if booked more than one month before the commencement of the trial. An additional fee of **£500** will be payable if less than one month's notice is given, in

*Nuffield Bristol Hospital, The Chesterfield, 3 Clifton Hill, Bristol, BS8 1BN
& 58 Queen Square, Bristol, BS1 4LF*

Enquiries: 0117 987 2727 Email: melanie@scarteam.co.uk



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addition to costs or losses incurred as a result of late booking. Time spent preparing for Court or conference will be charged at **£330** per hour.

9. Mr Pleat shall be fully reimbursed for all out of hours travelling time at **£50** per hour. Costs will be based on first class train travel, car mileage at **50p** per mile together with overnight stay and subsistence as determined by Mr Pleat with a handling charge of 5% added to all out of pocket expenses.
10. The Client will pay Mr Pleat's fees in full. It is the Client's responsibility to ensure adequate funding. The amount due to Mr Pleat shall not be subject to taxation by the Court.
11. Unless otherwise agreed by both parties in writing, Mr Pleat will raise an invoice as soon as a medical report or joint statement is completed, and will forward the report to the Client as soon as payment is received.
12. Unless otherwise previously agreed, instructing Client will pay all sums due for attendance at Court, conferences and other meetings within 8 weeks of the date of invoice. Late payments may be subject to administration charges of **£50** for each month overdue. In the event of late payment further reports, may be withheld until payment is received.
13. In the absence of more than 2 working days' notice, a settlement of the case or all or part of a booked Court appearance, 90% is payable of the amount that would have been payable in the event of non-cancellation. In the event of more than 2 working days but less than 14 working days' notice, 50% is payable of the amount that would have been payable in the event of non-cancellation. In the event of more than 14 days notice, no cancellation fee is required.
14. The Client shall be responsible for giving adequate instructions and shall check also that all relevant matters are covered in the reports. Instructing Client shall be responsible for any claim made against Mr Pleat resulting from their failure to do so.
15. The liability of Mr Pleat to instructing Client and/or their clients for negligence howsoever arising in respect of any loss or damage caused by an act or default of Mr Pleat shall be limited to the amount received by Mr Pleat for the relevant services.
16. If Mr Pleat is instructed jointly by two or more Clients the above terms and conditions shall apply subject to contrary agreement between the Clients and Mr Pleat. Each of the Clients shall be liable for the appropriate proportion of Mr Pleat's fees and expenses, subject to an additional charge of **£50** per invoice to cover the costs of multiple invoicing.

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Clients name:

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Your Reference:

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Instructing Party Name and Address

Name:

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Address:

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The above Terms and Conditions are agreed and accepted:

Signed:

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Name:

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Date:

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Please return by return mail to Mr Jonathon Pleat, The Nuffield Bristol Hospital, 3 Clifton Hill, Bristol, BS8 1BN.

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