

**Mr Marco Scarci MD, FRCS(Eng), FCCP
Consultant Thoracic Surgeon**

Terms & Conditions for Medical Reports & Court Appearances

Please read, sign and return to Mr M Scarci as soon as possible

1.	<p>My fee will be calculated on an hourly rate of:</p> <p>This fee will include:</p> <ul style="list-style-type: none"> ➤ Liaising with solicitor/agent in arrangement of consultation and examination of the client ➤ Miscellaneous administration charges with regards to above ➤ The transfer of paper copy notes/records/reports provided to CD and the secure destruction of these papers (this is due to lack of storage facilities) ➤ The return of any x-rays, CD's and DVD's provided to aid with the provision of the report etc 	£275.00 per hour
2.	Any supplementary reports and correspondence will be charged likewise on the same hourly charging rate.	
3.	<p>PAYMENT OF ACCOUNTS:</p> <p>i. All accounts in respect of Medical Reports/subsequent report(s), Addendum Report(s) and <u>all</u> further correspondence are for payment within 3 months of date of invoice.</p> <p>If payment is not received by that time a surcharge of 2.5% on the total sum becomes automatically due as part of my Terms & Conditions. If payment has still not been received after a further month, 2.5% will be levied for each month thereafter that the account remains outstanding. If my accounts are not paid within 3 months from the date of invoice I reserve the right to stop all work on the case until full payment is received. If my accounts still remain outstanding at 12 months Debt Collection services will be instructed without exception.</p>	
4.	Please note that I do not accept taxation on my fees.	
5.	Please note that if your client is legally aided it will be a matter for you to arrange payment on account by the Legal Aid Board.	
6.	A fee will be charged for clients who do not attend for consultation for the purposes of a Medical Report unless notice of cancellation is given of greater than 5 working days.	£275.00 i.e. equivalent to one hour's fee

Cont'd/....

<p>7.</p>	<p>Court appearances or conferences (on behalf of those for whom I prepare Medical Reports) Fees as follows:</p> <ul style="list-style-type: none"> i. Full Day or any part thereof. £2,500. ii. Travel expenses * iii. Subsistence, accommodation and miscellaneous expenses* i.e. taxi's will be charged in addition to the above, according to the Court commitments required <p>Note: Cancellation fees apply to booked conferences at the same daily rate with a minimum of 4 hours allocated plus hourly charge thereafter.</p> <p><i>Please ensure that my dates of unavailability are sought and that I am notified when a fixture is obtained. If a fixture is not obtained, I cannot give any undertaking to be available. Please note for cancellation of any NHS clinics/treatments dates I will need to be advised no less than 3 months in advance and once cancelled they cannot be reinstated and will, therefore, automatically incur a full day's fee should I then not be required. In addition a Witness Summons will be required.</i></p>	<p>£2500 full day Travel: £275 per hour</p> <p><i>*These fees also apply to travel for other purposes, i.e. meetings/conferences etc.</i></p>
<p>8.</p>	<p>Cancellation fees with regards to Court attendance/booked conferences not being required:</p> <ul style="list-style-type: none"> i. Notice of 2 weeks or less ii. Notice of 2 weeks and up to 3 weeks iii. Notice of 3 to 4 weeks iv. More than 4 weeks' notice 	<p>Full fee charged 50% of fee 25% of fee No charge</p>
<p>9.</p>	<p>It is the responsibility of the instructing solicitor/agent to obtain all medical notes/ records/x-rays etc prior to any appointment taking place</p>	
<p>10.</p>	<p>If I feel that further x-rays/scans, at the time of the medical examination would add weight to the Medical Report, with prior agreement, the solicitors/agents should fund any reasonable cost of these investigations.</p>	
<p>11.</p>	<p>If I am instructed on a joint basis I will send a copy of my Report and any other correspondence to both parties unless agreed otherwise.</p>	
<p>12.</p>	<p>I am not prepared to have my accounts subjected to detailed assessment by a costs judge or by any third party and look to you (instructing solicitor or agency) to fund any fees disallowed on assessment.</p>	

13.	<p>I reserve the right to terminate this agreement upon giving written notice to the Client (instructing solicitor/agency) without prejudice to any accrued rights under the agreed, if the Client</p> <p>(a) Is dissolved or becomes insolvent</p> <p>(b) Make a general assignment, arrangement or composition with its creditors</p>	
14.	<p>The right and remedies set forth in this agreement are not exclusive and are in addition to all other rights and remedies provided by law.</p>	
15.	<p>This agreement shall be governed by and construed in accordance with the laws of England and constitutes the entire agreement between parties.</p>	
16.	<p>I will use my experience, care and skill in fulfilling your instructions to the best of my ability. In the event of dissatisfaction with my services, the client (instructing solicitor/ agency) shall put reasons to me in writing.</p>	
17.	<p>This instruction is acting as expert for Claimant / Defendant / Joint instruction</p>	
18.	<p>Clients Name:</p> <p>Clients Date of Birth:</p> <p>Address:</p>	
19.	<p>Instructing Solicitors/Agents:</p> <p>Name:</p> <p>Address:</p> <p>Reference:</p>	
20.	<p>Signature of Expert:</p> <p>Mr Marco Scarci Consultant Thoracic Surgeon</p>	<p>Date:</p>

21.	I have read and agree to these Terms & Conditions Signature of Solicitor/Agent:		Date:
-----	--	--	--------------

Cont'd/...

22.	For your information: I will aim to produce the report within 6-8 weeks of the medicolegal appointment. However this may not occur where there are intervening annual leave dates/sickness etc.
24.	The total cost of report will depend on the amount of previous medical notes/records to be perused and will include supporting references, articles, photographs and diagrams where appropriate.
25.	Please note: No appointment will take place until these Terms & Conditions have been signed and returned. If you have any queries please contact my medicolegal secretary, Sue Sanalidro Telephone/Fax: 01223 479125 sue@marcoscarci.co.uk

<u>Consulting Rooms</u> Spire Cambridge Lea Hospital 30 New Road Impington Cambridge CB24 9EL Spire Norwich Hospital Old Watton Road Norwich Norfolk NR4 7TD Varrier Jones Papworth Hospita, Papworth Everard Cambridge CB23 3RE	<u>All Enquiries/Correspondence to:</u> Practice Manager/Secretary, Sue Sanalidro 64 Cambridge Road, Impington, Cambridge CB24 9NU Telephone/Fax: 01223 479125 Email: sue@marcoscarci.co.uk www.marcoscarci.co.uk
---	--