

**Mr. Michael. C. Quaye**  
**Consultant Spinal Surgeon**

BSc. hons MB BS (Lond) MRCS Eng FRCS (Tr&Orth)

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*All correspondence to:*

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SO53 2DW

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Hospital  
Chalybeate Close  
Southampton  
SO16 6UY

Terms and conditions of Personal Injury and Clinical Negligence Reports

**What an instructing party can expect from Michael Quaye**

Whenever possible, notwithstanding leave or illness or other unexpected events response to correspondence within 7 working days

The final report will be dispatched by email within 14days of interview with client & receipt of all relevant medical records, x-rays and scans. This will only be send after receipt of signed Terms and Conditions.

I appreciate the time and cost implications of legal process.

I appreciate the litigation process can be stressful and promise to treat all clients in a sympathetic and respectful manner.

I will endeavour to be as flexible as possible with both the client and instructing body within the time restraints of a full time NHS and private practice.

I will provide an objective Expert Report addressed to the Court. This will be based on my expert opinion as a tertiary spinal surgeon, as well as current evidence.

## **What Michael Quaye expects from the Instructing Party**

Return of signed and dated Terms and Conditions prior to seeing the Client

Provision of all relevant medical records, x-rays and scans prior to my seeing the client

### Fees

Medical assessment, statement of condition and prognostic report is charged £1250

A typical Personal Injury Report, is charged at £1750 - £2000 depending on the volume of records and the complexity of issues to be addressed.

A typical Medical Negligence Report is likely to be considerably higher, usually £2000 to £4000.

Fees are based upon an hourly rate of £485 to include examination, perusal of medical records and preparation of the Report. This will be calculated and charged in 10 minute aliquots.

If the client or instructing party cancels the appointment giving less than 48 hours notice or fails to attend said clinic appointment, a £165 late cancellation fee will apply.

Payment by the instructing party is not contingent upon the contents of, or opinions expressed within, the report.

### Court Attendance & Attendance with Counsel

All reasonable expenses to be paid, including but not limited to: First Class Rail Travel, Air Travel, Hotel Expenses (4 Star), car mileage at 50 pence per mile, taxi fares. Travel time at £150 per hour.

A rate of £485 per hour (charged in 10 minute aliquots) will apply to all other work to include Joint Statements, preparation for Court and case conferences.

Court attendance is charged at £2000 per half day, £4000 per whole day.

NHS and private work requires 6 weeks notice for cancellation of clinical activity. To allow for court attendance or reservation of dates for potential court attendance, a minimum of 6 weeks notice shall be given.

Cancellation fees will apply if reserved dates or attendance is cancelled with less than 6 weeks notice

Cancellation fees are as follows

- Less than 30 working days notice - 25% fees for the whole of the allotted time will be payable.
- Less than 15 working days notice - 50% fee for the allotted time will be payable;

- Less than 10 working days notice, 100% is payable.

(Working day – defined as Monday to Friday up until 5pm, not including weekend or bank holidays)

With regard to the appreciation of time and cost implications of court attendance, conference by Zoom or Teams will be considered on request.

All attendance or reservation fees are payable within 3 months of final hearing date, regardless of how the case is funded, unless prior written agreement with your firm.

Fees remain payable in full by the instructing party, regardless of assessment or taxation by Court and are not dependent upon the successful outcome of the case.

Delayed payment will incur, interest at the prevailing commercial rate. In the event of delayed payment, Michael Quaye reserves the right to cease further work on a case until such time as the fees are settled and any accrued interest paid.

In Single Joint Expert cases, in the event of non-payment of fee by one party, liability for the entire fee note lies with the instructing solicitor.

The liability of Michael Quaye to instructing solicitors and/or their clients for negligence howsoever arising in respect of any loss or damage caused by an act or default of Michael Quaye shall be limited to the amount received by Michael Quaye for his services.

Instructing solicitors shall treat all information provided by Michael Quaye as confidential and shall not disclose indirectly or directly or otherwise use this information except for the purpose of the specified litigation without the prior consent of Michael Quaye.

Intellectual property remains with Michael Quaye until full payment of fees.



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Signed:

Date:

Print name:

On behalf of: