



## **Terms of Engagement - Solicitors/Legal Professionals**

### **Personal Injury / Clinical Negligence**

In respect of undertaking an assessment and providing a medico-legal report, Dr Lilley will either agree a fixed fee (following receipt of initial enquiry) or based on a rate of £100 per hour for cases deemed to be more complex (e.g. requiring neuropsychological or other specialised assessments). This judgement will be made clear to the instructing party after receipt of detailed instructions and initial review of other relevant documentation relating to the case. If work is to be based on an hourly rate, a provisional estimate of the number of hours required will be supplied. However, Dr Lilley reserves the right to amend this estimate. The estimate of number of hours required will be inclusive of time taken to review medical records, reports, replies to letters, telephone conferences and other supplementary work, if requested.

A 'standard' assessment will typically involve a face-to-face interview (up to 2 hours, usually at Dr Lilley's office), a review of records, scoring of psychometric assessments, review of relevant literature and report writing.

There will be a charge of £80 levied in respect of clients failing to attend for allocated appointments unless 48 hours cancellation notice has been given.

Dr Lilley's payments terms are as follows:

- **Payment to be received within 30 days of invoice.**

Instructing agencies are reminded that in accordance with Law Society regulations they are liable for our fees regardless of whether or not they are able to recover payment from their client. We reserve the right to charge interest for late payments.

### **Additional**

- Dr Lilley's fees for attending Court/Conferences with Counsel, etc, are based on a daily rate of £800 (being charged for 8 hours at £100 per hour). This shall include time spent waiting. A part of a day shall be charged as a full day, unless attendance has clearly defined timeframes. In the event of cancellation of time reserved by Dr Lilley for attendance, the following fee will be payable:
  - Less than 24 hours notice – full fee; less than 7 days notice – 50% of full fee; less than 14 days notice – 25%.
- Fees exclude travelling charges and/or cost of overnight accommodation (if applicable). Travelling time will be charged at £40 per hour and 45 pence per mile.

Dr Lilley's duty of responsibility is to the court and not to instructing solicitors or claimant.

Dr Lilley will not, without good reason, withdraw an offer to provide a report, but he reserves the right to decline the instruction after initial review of medical records and specialist reports before examination of any client.

Dr SA Lilley

Inter-Mind Ltd, Ash House, Unit 3, Ransom Wood Business Park, Southwell Road West, Mansfield, Notts., NG21 0HJ

① 01623 347073 (Office)

① 07876 613993 (Mobile)

Web: [www.inter-mind.co.uk](http://www.inter-mind.co.uk)

Instructing parties agree to provide full instructions in writing plus legible copies of all relevant documents and to deal promptly with any requests by Dr Lilley to provide further documents. In the absence of such compliance, Dr Lilley reserves the right to apply direct to the courts for documents.

The appointer will provide Dr Lilley with full written instructions that clearly state:

- a. Whether Dr Lilley is being instructed on behalf of one of the parties to the dispute or as a Single Joint Expert pursuant to CPR 35.7
- b. The specific purpose for which Dr Lilley's advice and service are needed
- c. Any time restraints for the provision of the advice, production of report, etc

In general, no client will be offered an appointment until full records have been supplied. Full records are defined as follows:

- Full GP records, preferably predating the index incident by at least 10 years. Photocopies of all records will be retained on file (subject to usual observations of client confidentiality and the Data Protection Act, 1998). It is requested that photocopies of medical notes are forwarded. If original notes are supplied, a photocopying charge will be levied. Whilst original notes will be returned by recorded delivery post, Dr Lilley cannot be held responsible for lost, damaged or missing items.
- Copies of all other specialist reports (if existing).
- Copies of client statements and any other relevant material.

All copies must be legible.

Dr Lilley will endeavour to see clients within 4 weeks of accepting instructions, providing the above conditions have been met. He aims to provide a written report within 3-4 weeks of examining the client and receipt of all relevant documentation unless unforeseeable factors such as illness or lack of necessary information, precludes this. Often, reports are submitted sooner.

Dr Lilley's report cannot be altered or offered as evidence in part form without his prior written consent.

Dr Lilley's report cannot be used for any purpose other than litigation in the matter on which the appointer sought our advice and services. This agreement may not be assigned to another appointer unless by prior written agreement by Dr Lilley.

Instructing parties will notify Dr Lilley immediately if proceedings have been issued and inform him immediately of any deadlines for preparation and submission of reports. In addition, initial instructions will advise if we are to act as an advisor or a part 35 expert witness.

Instructing parties will ascertain Dr Lilley's availability for all court and other required attendances and agree to notify him as soon as they are notified for the dates of any hearings.

Requests for replies to letters or evaluations of third party expert reports will be accompanied by any time limitation for supplying such replies/opinions.

In the event of conflict between joint part solicitors, we reserve the right to apply to the court for instructions.

Dr. Steven A. Lilley, BSc (Hons), Dclin Psy., C.Psychol., PG Dip., AFBPsS  
Registered and Chartered Clinical Psychologist

Dr SA Lilley

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Agreement made on: ..... (date) between .....  
..... (the appointer) and Dr. Steven Lilley .....

Dr SA Lilley

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