

# Mr Lee Van Rensburg (FRCS (Tr&Orth))

Consultant in Trauma & Orthopaedics - Cambridge University Hospitals

Specialist interest in shoulder & elbow surgery and upper limb complex trauma

I do NOT prepare reports on isolated spinal or back injuries (including whiplash and soft tissue injuries).

Terms & Conditions for Medical Reports & Court Appearances

Please read, sign and return to Mr L Van Rensburg as soon as possible

1.	My fee will be calculated on an hourly rate of:  <b>A clear letter of instruction detailing the injuries sustained, as part of the index accident MUST be included. Without this an appointment will not be sent.</b>	<b>£250.00 per hour</b>
2.	Any supplementary reports and correspondence will be charged likewise on the same hourly charging rate, which will be provided on receipt of the fees upfront.  An addendum for non-factual corrections will attract a minimum fee of £100, then hourly rate, which will be provided on receipt of the fees upfront.  Conferences will be charged at a minimum of 4 hours of attendance time and hourly there after.  I try and support all reports with evidence from the literature if appropriate. The cost to download academic papers, and provide copies as electronic PDFs will be added to my bill (as a guide downloading costs around £30-40 per paper). I will assume the cost of upto 5 downloads is acceptable unless you instruct me otherwise. I will inform you if I feel I need to support the report with more, to agree the additional fee.  By default if I provide downloaded references my hourly rate will apply	
3.	<b>PAYMENT OF ACCOUNTS:</b> <b>All accounts in respect of Medical Reports/subsequent report(s), Addendum Report(s) and <u>all</u> further correspondence are payable in advance.</b> Once the work has been completed an invoice will be raised and sent out for settlement. Only when payment is received and banked will correspondence be signed and posted out.	
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 <b>unless notice of cancellation is given of greater than 3 working days.</b>  <i>If you are an agency and you do not cover DNA fees, confirmation from the instructing solicitors that they will pay this fee must be obtained and confirmed to me prior to appointment.</i>	<b>£125</b> , i.e. equivalent to half an hour's fee

7.	<p>Court appearances or conferences (on behalf of those for whom I prepare Medical Reports) Fees as follows (all subject to VAT):</p> <p>i. Full Day or any part thereof. Minimum charge 4 hours work : Half day £1,250. Full day: £2,500. Travel expenses *</p> <p>ii. Subsistence, accommodation and miscellaneous expenses* i.e. taxi's will be charged in addition to the above, according to the Court commitments required</p> <p><b>Note:</b> 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 2 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><b>£1250 half day</b> <b>£2500 full day</b> <b>Travel:</b> <b>£250 per hour</b> <b>if public transport /</b> <b>taxi is used for travel</b></p> <p><b>£325 per hour if Mr</b> <b>Van Rensburg drives</b> <b>himself</b></p> <p><i>*These fees also apply to travel for other purposes, i.e. meetings/conferences etc.</i></p>
8.	<p>Cancellation fees with regards to Court attendance/booked conferences not being required:</p> <p>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 6 weeks' notice</p>	<p>Full fee charged 50% of fee 25% of fee No charge</p>
9.	<p><b>It is the responsibility of the instructing solicitor/agent to obtain all medical notes/records/x-rays etc prior to any appointment taking place.</b></p> <p><b><u>An appointment will not be sent, until all records requiring review are received.</u></b></p> <p><b>Exceptional circumstances, where an urgent report is required without notes will be accommodated on a case by case basis, but any further notes requiring review which are received after the appointment will incur a minimum fee of £250, then an hourly rate after the 1<sup>st</sup> hour.</b></p>	
10.	<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>	
11.	<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>	
12.	<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><b>Clients Name:</b></p> <p><b>Clients Date of Birth:</b></p> <p><b>Address:</b></p>	
19.	<p><b>Instructing Solicitors/Agents:</b></p> <p><b>Name:</b></p> <p><b>Address:</b></p> <p><b>Reference:</b></p>	
20.	<p><b>Signature of Expert:</b></p> <p>Mr Lee Van Rensburg</p>	<p><b>Date:</b></p>

21.	<b>I have read and agree to these Terms &amp; Conditions</b>  <b>Signature of Solicitor/Agent:</b>		<b>Date:</b>
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*Cont'd/...*

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22.	All records will be destroyed 3 months after submission of the report, unless specifically instructed otherwise.
23.	<b>For your information:</b>  I will <b>aim</b> to produce the report within 2-4 <b>weeks of the medicolegal appointment. However this may not occur where there are intervening annual leave dates/sickness etc.</b>
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 secretary, Lorna Cilliers

**Telephone 01223 216103**

[lorna@cambridgemedicolegal.co.uk](mailto:lorna@cambridgemedicolegal.co.uk)

**Lorna Cilliers  
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