

**Mr Muralidhar Bhat**  
**Orthopaedic Surgery Consultant**

=====

Spire Gatwick Park Hospital  
Povey Cross Road  
Horley  
Surrey  
RH6 0BB

Tel: 07954421854

E-Mail: [medicolegal@ukorthocare.com](mailto:medicolegal@ukorthocare.com)

---

**Terms and Conditions**

**1. General**

- 1.1 The following terms and conditions shall apply to the provision of expert reports regarding personal injury, clinical negligence and occupation related issues by Mr Murali Bhat.
- 1.2 In the event that I am instructed by two or more Instructing Parties the following terms and conditions shall apply to each of the Instructing Parties and the Instructing Parties will be jointly and severally liable for my fees and expenses.
- 1.3 I will not undertake any work until a signed copy of these terms and conditions has been received.
- 1.4 All work following instruction will be conducted in accordance with the Civil Procedure Rules unless I am specifically asked to do otherwise.
- 1.5 I shall only accept instructions from Instructing Parties if I believe that such work lies within my area of qualification, experience and expertise.

**2. Confidential Information**

- 2.1 The Instructing Party/Parties agree to treat all information supplied by me as confidential and shall not disclose or otherwise use such information except for the purpose of the specific litigation to which it relates without first obtaining my written consent.

2.2 I will treat all information, matters, facts and documents of a confidential nature, which are received or created, as a result of my appointment as confidential (except insofar as having to refer to them when setting out the substance of my instructions in the report, in Court or as required by law).

### **3. Appointments**

3.1 For clinical negligence condition and prognosis and personal injury instructions an appointment letter will be sent to the Claimant confirming the appointment date, time and venue. Details of the appointment will also be notified to the Instructing Party/Parties.

3.2 The appointment will take place within 4 weeks from the date of receipt of instructions, records and imagery (where this is not possible, I will contact the Instructing Party/Parties to discuss availability to reach a mutually agreeable appointment date).

3.3 Any appointment is subject to advance receipt of all necessary documents and information from the Instructing Party/Parties.

3.4 Instructing Party/Parties shall ensure that I am provided with the Claimant's correct name, address, date of birth, telephone and e-mail contact details at the time of instruction. Where relevant details of the Claimant's Litigation Friend shall also be provided.

3.5 Where an appointment is booked less than 5 full working days before the appointment date then the Instructing Party/Parties will be responsible for ensuring that the Claimant is properly notified of the appointment and they are to confirm that the Claimant has provided confirmation that they will be attending.

### **4. Medical Records**

4.1 Instructing Parties must supply me with all the relevant medical records including any imaging, which relates to the Claimant. Such documentation should be supplied with the letter of instruction.

4.2 Unless instructions to the contrary are received medical records and any other documentation provided by Instructing Parties will be returned to the Instructing Party/Parties for safe keeping after the report has been disclosed.

### **5. Preparation of Reports**

5.1 Where all medical records have been supplied to me in accordance with clause 4.1 and any relevant documentation and information specified in 3.3 and 3.4, and it is clear that no further investigations into the Claimant's condition are required, I will

prepare and disclose the report to the Instructing Party/Parties within 6 weeks of the appointment date (and within 8 weeks for Clinical Negligence cases).

- 5.2 If it becomes clear at the time of the appointment or records review that any medical records have not been supplied to me or that further investigations of the Claimant's condition are required then an interim report will be provided. Instructing Parties must then obtain such outstanding medical records and arrange any further investigations before I will provide an addendum report which will incur a separate charge based on my hourly rate (see attached fee schedule).
- 5.3 If, at the time of the appointment or records review, I believe further investigations or records are required in order to prepare my report then I shall inform the Instructing Party/Parties of such requirements. Instructing Parties shall be responsible for obtaining or undertaking these and forwarding them to me in order to allow me to complete my report and/or records review.
- 5.4 Upon receipt of the further investigations the report shall be disclosed to Instructing Party/Parties within 4 weeks.

## **6. Cancellations and Non-Attendance of Appointments**

- 6.1 Notice of cancellation of a scheduled appointment should be given as soon as possible. Where less than 15 days notice is received late cancellation fees shall apply (see attached fee schedule).
- 6.2 Failure by the Claimant to attend a scheduled appointment without reasonable notice shall result in a non-attendance fee (see attached fee schedule).

## **7. Indemnity and Your obligations**

- 7.1 It shall be the duty of the Instructing Party/Parties so far as possible:
  - 7.1.1. When requested by me to obtain and provide all relevant medical records;
  - 7.1.2. to provide adequate instructions; this includes providing or procuring all information and documentation which might be reasonably expected to be relevant to enable me to fulfil my responsibilities under my instructions.
  - 7.1.3. to ensure that any information provided by you as the Instructing Party/Parties or the Claimant is complete, accurate and not misleading and is updated as necessary;
  - 7.1.4. to check that the factual matters covered in the report and replies to any Part 35 questions are correct, appropriate and complete.

7.2 Instructing Party/Parties acknowledge that I shall rely upon all information provided and that my report will be provided only on the basis of the information supplied by you as the Instructing Party/Parties or the Claimant. I shall not be responsible for verifying or for the accuracy of any information provided.

## **8. Court Appearances**

8.1 My preparation for and attendance at Court as an expert witness will be charged in accordance with the attached fee schedule if booked more than 28 days before the hearing date.

8.2 Where my attendance at Court is cancelled or rescheduled the fees in the attached fee schedule will apply.

## **9. Fees**

9.2 I shall provide Instructing Parties with a fee estimate for any report or further work upon request.

9.3 Fee estimates will include (where required) telephone discussions, reports, addendums, replies to Part 35 questions, e-mail and letter correspondence, appointment times, review of relevant medical records, review of surveillance evidence, review of Court documents, and Conference with Counsel.

9.4 I anticipate that a standard personal injury medical report will take between 3-6 hours work. Where documentation is extensive this estimate will increase.

9.5 I anticipate that a medical report prepared for a Clinical Negligence claim will take between 10-15 hours work. Where documentation is extensive this estimate will increase.

9.6 I will notify Instructing Parties where the report is likely to exceed the time stated in clauses 9.4 - 9.5. I will notify as soon as possible the Instructing Party if a fee estimate is likely to be exceeded before undertaking work beyond the fee estimate.

9.7 Any additional time spent for Addendum Reports, Additional Comments, Queries, Questions, Amendments and Conference with Counsel shall be charged at my hourly rate.

9.8 Payment of my fees shall fall due 30 days from the date of issue of my invoice.

## **10. Governing Law**

10.1 My instruction and/or any dispute which may arise from or out of it shall be governed by and construed in accordance with the law of England and Wales.

**11. Severance**

11.1 If any part of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the slightest extent possible to make it valid, legal and enforceable. If modification is not possible then the relevant provision shall be deemed deleted and this shall not affect the validity and enforceability of the rest of the agreement.

**12. Force Majeure**

12.1 Mr Murali Bhat shall not be liable for any delay in the performance of any obligations under this agreement if such delay arises from or is attributable to acts, events, omissions or accidents beyond his reasonable control.

I agree to the above terms and conditions to include the attached fee schedule.

Signed .....

Print Name .....

Dated .....

Firm .....

## Fees for expert reports

<b>1. Occupation related issues/fitness for work:</b>	
Report <u>after interview</u> of claimant, medical examination & review of health records (up to 399 paginated/indexed pages, see top fee scale below )	£800
<b>2. Personal Injury:</b>	
Report <u>after interview</u> of claimant, medical examination and review of health records (up to 399 paginated/indexed pages, see top fee scale below )	£800
<b>3. Medical negligence:</b>	
Report after review of health records (with or without interview of claimant & medical examination) (up to 399 indexed/paginated pages, see top fee scale below )	
<i>Pathfinder or Screening Report:</i>	<b>£250 to £500</b>
<i>Liability and Causation Report:</i>	<b>£2000-£2500</b>
<i>Condition and Prognosis Report:</i>	<b>£2000-£2500</b>
<b>4. Supplemental report in areas 1, 2, and 3 above</b>	
<b>Supplementary report or information</b> (if this requires revision of my initial medico legal opinion) <b>and other expert work or advice</b>	<b>£260 per hour Min £30</b>
<b>5. Photocopying fees</b> (per 100 pages or part thereof)	<b>£55</b>

Top up fees for medical records 399 pages +	
0-400 pages	Standard fee
400 - 750 pages	£150 top up fee
750 - 1000 pages	£200 top up fee
1000 - 1500 pages	£300 top up fee
1500 - 2000 pages	£400 top up fee
2000 pages +	£500 top up fee

Fees for additional work	
<ul style="list-style-type: none"> <li>a) discussions, conferences &amp; joint statements with other experts</li> <li>b) If records are not indexed and paginated</li> <li>c) For complex cases (e.g.: Polytrauma/Multiple accidents/Multiple defendants)</li> </ul>	£260 per hour

Fees for attendance at Court, Tribunal or Hearing	
Qualifying work, preparation for court, attendance at court (to include travelling time). <i>Not including travel and hotel accommodation.</i>	£260.00 per hour / £1375.00 per day
Hotel accommodation	3 star or equivalent at cost
Rail travel: Road travel:	First Class return fare £0.50 per mile

<b>Cancellation of previously arranged court attendance</b>	
Written notice of cancellation received more than 14 days in advance of the first day of the case	<b>No fee</b>
Written notice of cancellation received 7 – 14 days in advance	<b>25% of daily fee</b> <i>per day previously arranged</i>
Written notice of cancellation received 0 – 6 days in advance	<b>50% of daily fee</b> <i>per day previously arranged</i>

<b>Cancellation and Non-Attendance of previously arranged Appointment</b>	
Written notice of cancellation received more than 14 days in advance of the first day of the case	<b>No fee</b>
Written notice of cancellation received 7 – 14 days in advance	<b>£150</b>
Written notice of cancellation received 0 – 6 days in advance	<b>£300</b>
Non-Attendance	<b>£600</b>

**Please note:**

\*Please note that VAT is not currently chargeable on the above fees. Should Mr Bhat register for VAT the invoice will include the VAT number and the above charges will be subject to VAT at 20% (or at the going rate). Where VAT becomes chargeable, the VAT registration number will appear on the invoice.

\*All Fees are due within 30 days of the date of the invoice.



<b>CURRICULUM VITAE</b> <b>MR M Bhat MS FRCS FRCS (Tr &amp; Orth)</b> <b>Consultant Orthopaedic and Upper Limb Surgeon</b>	
<b>NHS Work:</b>	Department of Orthopaedics, Surrey and Sussex NHS Healthcare Trust RH1 5RH
<b>Private Work:</b>	Spire Gatwick Park Hospital and Ashtead Hospital
<b>Qualifications:</b>	<p><b>M.B.,B.S.</b> – KMC, Mangalore 1989</p> <p><b>F.R.C.S.</b> - Royal College of Surgeons of Glasgow 1996</p> <p><b>F.R.C.S (Tr &amp; Orth)</b>- Royal College of Surgeons Glasgow 1999</p> <p>European Diploma in Hand Surgery-Federation of European Societies for Surgery of the Hand (FESSH) 2001</p>
<b>Orthopaedic Training:</b>	<p><b><u>India 1989-1995</u></b> as a Resident in Orthopaedics followed by Lecturer</p> <p><b><u>United Kingdom</u></b> 1995 – date</p> <p><b>SHO</b> - Royal Victoria Hospital Belfast February 1996-August 1996</p> <p><b>Registrar</b> – Royal Victoria Hospital, Belfast City Hospital and Musgrave Park Hospital, Belfast and Altnagelvin Area Hospital, Londonderry</p> <p>Northwick Park Hospital, Harrow July 2000- January 2001</p> <p><b><u>Fellow in Hand Surgery</u></b> – Queens Medical Centre, Nottingham January 2001 to March 2002</p> <p><b><u>Locum Consultant in Orthopaedic and Trauma Surgery</u></b> West Middlesex Hospital and Ashford &amp; St Peter’s Hospital, Chertsey April 2002 to July 2003.</p> <p><b><u>Year 6 Specialist Registrar</u></b> - Queen Alexandra Hospital, Portsmouth September 2003 – January 2005</p> <p><b><u>Full time Consultant in Orthopaedic and Trauma Surgery</u></b> since January 2005.</p> <p>Approximately 80 per cent of my work is upper limb and hand surgery and 20 per cent is general orthopaedics and trauma surgery.</p>
<b>Member of the British Hand Society, British Medical Association and the Royal College of Surgeons of Glasgow</b>	

Detailed CV can be obtained at

<http://www.ukorthocare.com/medicolegal/brief-curriculum-vitae>