

Certus Medicolegal – Terms & Conditions

Mr Mark Frame MBChB FRCS(Tr&Orth)

Consultant Orthopaedic Knee & Trauma Surgeon

University Hospital Southampton NHS Foundation Trust

Wessex Knee Surgery / Certus Medicolegal

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1. Scope of Work

- Instructions are accepted for trauma and personal injury cases only.
 - No clinical negligence work is undertaken.
 - All reports are completed in accordance with CPR Part 35, the Expert Witness Protocol and GMC guidance.
 - Opinions are entirely independent and based on the information provided at the time of assessment.
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2. Instructions

- Written instructions must be provided at the time of instruction, together with all relevant medical records, imaging and legal documentation.
 - If records are incomplete or significantly delayed, this may affect the clarity or timing of the final opinion.
 - Supplementary evidence received after report preparation may require an addendum.
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3. Appointments and Examination

- Assessments normally take place at Spire Southampton Hospital or, when appropriate, by remote consultation.
 - By prior agreement, Mr Frame is able to travel to alternative locations nationally for assessment, provided that reasonable travel costs and associated expenses are covered by the instructing party.
 - The instructing party is responsible for notifying and preparing the claimant for attendance and ensuring the suitability of any alternative venue.
 - Non-attendance or late cancellation may incur a fee.
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4. Fees

- The fee for preparing a standard medico-legal report varies according to the complexity and length of the case. At present most reports fall within the range of £500–£1,500.
 - Where a case requires travel, extensive review of records, detailed assessment of imaging or significant additional professional time, the rate is £250 per hour.
 - Further written questions, Part 35 questions, supplementary reports and all additional work connected with the case are charged at £250 per hour.
 - Work is billed in minimum increments of 15 minutes.
 - A full fee schedule is available on request.
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5. Payment Terms

- Payment is due within 30 days of invoice unless agreed otherwise in writing.
 - The instructing party is responsible for all fees regardless of case outcome or cost recovery.
 - Late payment may incur interest in line with the Late Payment of Commercial Debts (Interest) Act 1998.
 - Legal aid or claimant-funded arrangements must be agreed in advance.
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6. Addendum Reports and Additional Work

- Any further opinions required because of new or late documentation, additional imaging, or clarifications requested by the instructing party or opposing expert will be charged at the standard hourly rate.
 - Where new evidence materially alters the initial opinion, a revised report will be issued.
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7. Court Attendance

- Court attendance (in person or remote) is charged at the agreed daily rate.
 - Cancellations within 72 hours of the listed hearing will be charged at the full daily rate.
 - Travel time and expenses are charged separately.
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8. Conflict of Interest

- Any potential conflict of interest will be disclosed immediately.
 - Instructions may be declined if the case falls outside the appropriate area of expertise.
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9. Data Protection & Confidentiality

- All personal data is held in accordance with the UK GDPR and Data Protection Act 2018.
 - Records are stored securely and used exclusively for the purpose of completing the medicolegal instruction.
 - Reports are confidential and disclosure is permitted only under CPR, by court order or by agreement with the instructing party.
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10. Timescales

- Standard reports are normally completed within 4–6 weeks of assessment or receipt of complete records.
 - Urgent reports may be available by prior agreement and may carry an additional fee.
 - Timelines may vary if records or imaging are incomplete.
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11. Cancellation Policy

- Clinic appointment cancellations with less than 48 hours' notice may incur a fee.
 - Late cancellation of court commitments will follow the provisions set out in section 7.
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12. Agreement to Terms

- By instructing Mr Frame and Certus Medicolegal, the instructing party confirms acceptance of these Terms & Conditions.
- Variations to these Terms must be agreed in writing before work commences.