

# Clinical Photography UK

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Terms of Business

Clinical Photography UK

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Clinical Photography UK is a trading name of Clinical Photography UK Limited. Company No. 10697109. Registered in England & Wales.

Registered Company Address: 635b Roundhay Road, Leeds, West Yorkshire, LS8 4BA. VAT No. 267 1618 88

## TERMS & CONDITIONS FOR MEDICO-LEGAL PHOTOGRAPHIC REPORTS

### 1. Photographic Report Fees

1. Our set rate is £175.00 + VAT for medicolegal photography services.
2. Videography services are quoted upon request.
3. Photography will be undertaken either at the client's home or a hospital photography studio dependant on the clients location. Where a home visit is available, there will be no additional charge for such provision. If a home visit is unavailable, the client will be required to travel to a local main hospital.
4. Photography will either be undertaken by Mr Timothy Zoltie, or sub contracted to a suitably qualified DBS checked medical photographer.
5. Payment is due within 12 months or settlement, whichever the sooner.
6. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the Late Payment Legislation if we are not paid according to agreed credit terms.
7. No charges will be payable in respect of an appointment with Instructing Solicitors and/or your Client where at least 48 hours notice of cancellation is given. If the photography consultation or appointment is cancelled less than 48 hours in advance, an administrative fee of £100 will be levied to cover preparation time and room rental.
8. If your Client fails to attend a consultation or appointment without notice, the instructing firm shall pay on demand the full sum of £175.00 + VAT. The parties confirm that this sum represents a genuine pre-estimate of the loss of earnings that we would suffer in the event that your Client and/or Instructing Solicitors fails to attend a photography consultation or appointment without notice.
9. Court Appearance Charges; The cost of court attendance is charged on a daily rate of £1,000.00 per day + VAT and travel expenses. A cancellation fee of 50% applies if the cancellation occurs within 14 days of the scheduled court date. The full fee is due if the cancellation occurs within 24 hours of the scheduled court date.

### 2. Instructing Solicitors (or their Agent) Obligations:

1. are responsible for giving adequate instructions.
2. shall provide us with all information which might reasonably be expected to be relevant in enabling us to fulfil our responsibilities under this Appointment as and when it becomes available to your Client and/or to Instructing Solicitors or their Agents;
3. shall ensure that the Information provided or prepared by your Client or on your Client's behalf is complete and accurate in all material aspects and not misleading and is updated as necessary.

### 3. Right to Terminate

1. The Appointment is subject to receipt of all necessary and relevant information from you in sufficient time to prepare a response and payment of invoices as they fall due. I will advise you promptly if:
  1. instructions are not acceptable because, for example, they require work that falls outside our expertise, impose unrealistic deadlines, or are insufficiently clear;
  2. We consider that instructions are or have become insufficient to complete the work;
  3. We become aware that I may not be able to fulfil any of the terms of Appointment;or
  4. We are not satisfied that we can comply with any orders that have been made.
2. This retainer may be terminated by Instructing Solicitors at any time by written notice
3. Termination will not affect our entitlement to payment of any fees for work conducted or invoiced before the date of the termination.
4. Upon termination, all documents and materials provided to us for the purpose of this Appointment must be returned promptly to Instructing Solicitors or securely destroyed.

#### 4. Confidentiality

Clinical Photography UK LTD will treat all information, facts, matters, and documents in a confidential manner. CPUK adheres to GDPR and is registered with the Information Commissioners Office (Registration Number: ZA025347)

#### 5. Conflict

You must notify us in writing of all NHS parties who have involvement in any matters which may make rise to a conflict of interest. We will let you know without delay if we become aware of a conflict.

#### 6. Intellectual Property

Clinical Photography UK, and sub contracted parties, will own the copyright in all photographic reports and/or materials produced by us.

#### 7. Governing Law

This Appointment is subject to English law and the parties hereto submit to the exclusive jurisdiction of the English courts.

#### FAQs

##### **What is the average turnaround time between a letter of instruction and the date of photography?**

We aim to see clients within 21 days. Clients may be seen faster upon request; however, this may incur additional fees.

##### **What is the average time between the examination and the provision of the medical photographs?**

Photographs are normally supplied within 14 days.

##### **Is VAT payable on your medical report?**

Yes, VAT is payable on our medical reports.

##### **Can payment be deferred until successful recovery of costs at the end of the claim?**

No; payment is due within 12 months of receipt of the photographic report, or settlement, whichever the sooner.