DR KAREN H SIMPSON EXPERT REPORTS LTD

Consultant in Anaesthesia and Pain Medicine

TERMS AND CONDITIONS 2026 & 2027

These terms apply to all instructions accepted on or after **1 November 2026**. Instructions accepted before that date remain subject to the terms in force when they were accepted.

For your information below are Dr Simpson's current terms and conditions with respect to medico legal work. Please note these are reviewed annually.

Medical records and documents

The responsibility for obtaining all medical records and any necessary documents/investigations is yours. It is essential that passwords are provided for any records on CD that are protected or secure links, as inability to access these will lead to delays in completing reports.

Dr Simpson reads all records and prepares a chronology before the examination appointment. All medical records, documents, radiology and any passwords must therefore be received **at least 28 days (4 weeks) before the appointment**. Reminders will be sent 6 and 5 weeks before the appointment. If complete records have not been received 28 days before the appointment, the appointment will be released to the cancellation list and rearranged for the next available date. Where records are received fewer than 10 working days before the appointment, or the appointment has to be cancelled for this reason with less than 10 working days' notice, the cancellation fee set out below will apply.

Any documents forwarded in paper form will be scanned and saved as PDFs; all paper records will then be confidentially destroyed. A flat charge of £115 will be made for this service. In cases where there are many lever arch files of documents then a flat charge of £115 will be made for this service for the first file; there will be a further charge of £30 for each additional lever arch sized file scanned. If further documents are sent later, then there will be a charge of £30 for each additional file scanned. If you require the documents/radiology returning this can be arranged but a charge will be made to cover P&P; we can however supply a copy of the records on disc free of charge. Documents will be scanned on receipt and charged for even if the appointment is cancelled.

Data protection

Regarding Data Protection, we confirm that we will only share personal data supplied with those who need to be justifiably informed as part of the legal case or in relation to accounts, billing and debt recovery. We will store the information on paper and electronically in accordance with GDPR. We will securely destroy information within a reasonable time after being informed that the case has concluded, and no appeal is possible. Acceptance of an appointment confirms that the legal team, their agents and the client consent to the sharing, storage and destruction of personal data in accordance with GDPR. A more detailed explanation of our compliance with GDPR is available on request.

Use of AI tools

Dr Simpson may use secure artificial intelligence (AI) software, currently Claude provided by Anthropic, to assist with administration and with organising and summarising medical records, for example preparing a draft chronology of the records. In particular:

- The software is configured so that case documents and personal data are not used to train AI models.
- Records continue to be stored on Dr Simpson's own computer, and only the documents needed for a particular task are processed.
- Some processing may take place outside the UK, with appropriate safeguards in accordance with UK GDPR.
- All AI-assisted work is checked by Dr Simpson. The AI software does not form or express opinions; every opinion in Dr Simpson's reports is her own, and her duties to the Court under CPR Part 35 are unaffected.

Acceptance of an appointment confirms that the legal team, their agents and the client consent to this use of AI tools in accordance with GDPR. If you or your client object to the use of AI tools in a particular case, please tell us in writing before the records are sent and we will not use them for that case.

Appointments

Your client will be sent an appointment if required. The current waiting time is about six months. If the report is from the records alone, then Dr Simpson will try to provide this usually within 2 months of receiving the records. More urgent appointments can often be negotiated; Dr Simpson will always attempt to expedite urgent cases and we do hold a cancellation list.

You and your client will be notified of the appointment date, time and venue. They will be sent directions and given full assistance to facilitate their attendance, but it is your client's responsibility to get to the appointment venue on time and on the correct day. If an interpreter is needed, then Dr Simpson should be informed and will allow extra time, but the responsibility for arranging and paying the interpreter will be yours. Relatives and/or friends cannot act as interpreters. It is essential that the time of arrival is adhered to; otherwise, a late arrival may mean that Dr Simpson will be unable to see the client as there is little flexibility with room rentals.

Cancellation of this appointment without 10 working days' notice will attract a fee of £3258-£3330 (£450 room cancellation plus up to 4 hours reading time £2340-£2400+£468-£480 VAT). Failure to attend on the actual day will attract a fee of £4662-£4770 (£450 room cancellation and up to 6 hours reading time £3510-£3600+£702-£720 VAT). This is because medical records are read, and the chronology dictated/typed before the appointment to ensure the most appropriate questions are asked. This fee must be settled before any further appointment can be scheduled. After the client has attended the rearranged appointment, the fee for reading will be deducted from the fee note for the completed report.

Following submission of the report Dr Simpson would usually be prepared to discuss simple matters by telephone or will enter correspondence regarding simple discrepancies and amendments. Other supplementary or detailed responses may attract additional fees.

1) Preparation of Medical Reports

This would include interviewing/examining the Client and perusing documents, literature search and report preparation. Depending on the complexity of the case this usually takes 6-16 hours. Responses to written questions, conferences with other experts and counsel will require extra time if needed.

Fees are £585 (2026)/£600 (2027) per hour. Please note, VAT is added to all accounts and all fees are subject to annual review on 1st January. We can provide an initial estimate of the cost of the report based on the nature of the case and the volume of records/documents expected. It will often be necessary to amend the estimate if the case is more complex than anticipated or more records/documents are provided. Your acceptance of an appointment is deemed as agreement that the initial cost advised is an estimate and may be subject to change.

All invoices are payable within 30 days. Late payment will mean that the fees specified herein shall be increased by 8% plus the Bank of England Base Rate per annum. In the case of fees that are more than 6 months overdue, Dr Simpson's accountant will recover the fees and his charges of up to 20% will be added as allowed under the Late Payment of Commercial Debts (Interest) Act 1998. If a dispute about fees, or any other litigation issues, occur that cannot be resolved by discussion between both parties, then both parties agree that this will be resolved in the Courts of England and Wales. In the rare event of Dr Simpson requiring to engage the assistance of a legal team to recover her fees then the cost of this will be added to the final invoice.

Governing Law: These terms and conditions, and any dispute or claim arising from them, shall be governed by the laws of England and Wales. **Exclusive Jurisdiction:** Each Party agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim connected with these terms and conditions. Each Party waives any right to object to an action being brought in England and Wales or to claim that the Courts of England and Wales are an inappropriate forum. **Agent for Service of Process:** A Party not based in England or Wales must appoint an agent for service of process in England or Wales.

2) Conferences/Joint Experts' Meetings

Please note, at least six weeks is required for arranging and preparing joint statements after formal instruction to both parties' experts. Conferences with solicitors/counsel will usually be by telephone/or a virtual meeting platform and arranged at a time convenient to all parties; however, clinical commitments mean that conferences etc. are often arranged in the evenings; Dr Simpson is available to work at weekends by arrangement. If conferences or joint meetings are cancelled at short notice, all reasonable preparation time will be invoiced.

3) Court Appearance (if required)

A minimum of six weeks' notice is required when notifying dates for Court. Each day or part thereof reserved for appearance in Court as a specialist expert witness incurs a fee of £5550 (2026) / £5995 (2027) + VAT. On request Dr Simpson's PA will provide access to a Cloud diary showing her commitments and Court availability that is updated regularly.

Court appearances outside the UK will be negotiated on an individual basis.

4) Cancellation of Court Appearances/Conferences

Notification within 2 working days or less of planned participation in conference/attendance at Court: full fee for conference/all days booked to attend Court.

Notification given with less than 7 working days' notice: the whole of the fees for the first two days and 50% of subsequent days are payable up to a total of 4 whole days.

Notification given with less than 4 calendar weeks' notice (including public holidays): 50% full fee per day for first 3 days cancelled.

Court appearances outside the UK would attract a cancellation fee to cover the whole period booked to be outside the UK.

5) Other Expenses

This includes reimbursement for all reasonable travelling expenses to consultation (outside Leeds), Court or Conference (including business class flights and first-class public transport).

- Reimbursement for use of car will be at 62.5p per mile (+ VAT) = 75p/mile and parking.
- Reimbursement for reasonable accommodation/subsistence expenses.
- A fee of £450 per hour travelling time applies for travelling on any days prior to and after attending Court.

Fee notes are fully itemized to allow the Court to assess the work involved in each case. Therefore, instructions are only accepted on the understanding fees will not be subject to taxation by the Court.

6) Pro bono advice

It is to be understood by all parties that Dr Simpson cannot take part in any clinical decision making or order any investigations of clients unless the situation is so clinically urgent, and no treating professional is available, that her GMC duties as a doctor would override her role as an expert.

Dr Simpson is happy to provide brief pro bono advice about cases, but she is aware that such work carries with it all the usual responsibilities, duties and risks of expert witness work even though there is no payment. Therefore, she is willing to provide pro bono advice on the understanding that: the instructing lawyer will indemnify her for this work, any information given to her loses legal privilege and her provision of pro bono advice to a legal team would not prevent her from taking subsequent instruction from a different legal team without the need to refer back to the original legal team.

Acceptance of an appointment for a client will be assumed to be an acceptance by the instructing solicitors or their agents of all terms specified herein including any annual increase in fees.