

Expert Name:

Expert Address:

Terms and Conditions for the Procurement of Medical Reports

Medical Reports Ltd 2A Henry Street Nuneaton CV11 5SQ

1. Basis of contract

1.1 Each instruction letter sent by us to you (Instruction) constitutes an offer by us (being Medical Reports Limited) to purchase the services of medical report production (Services) from you (being the expert set out in the attached Expert Registration Form) in accordance with these terms and conditions.

1.2 The Instruction shall be deemed to be accepted on the earlier of:

- (a) you issuing written acceptance of it; or
 - (b) any act by you consistent with your acceptance of it, at which point and on which date a contract (Contract) shall come into existence between us.
- 1.3 These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. Your obligations to us

2.1 You shall provide the Services to us in accordance with the Instruction and these terms and conditions.

2.2 In providing the Services, you shall:

- (a) co-operate with us in all matters relating to the Services and comply with all our instructions;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in your profession;
- (c) comply with all applicable laws and regulations in providing the Services;
- (d) comply with all reasonable policies and procedures issued by us from time to time; and
- (e) meet any completion dates specified in the instruction or otherwise agreed between us in writing.

2.3 You warrant and undertake that:

- (a) you are registered with the General Medical Council (GMC) (and you will produce evidence of your registration and your GMC number to us on our request);
- (b) you will notify us immediately if you become subject to any investigation by the Information Commissioner's Office (ICO) or the GMC or to any criminal investigation; to cover the liabilities that may arise under or in connection with the Contract (and you will produce evidence of such insurance on our request);
- (c) you have and will maintain in force, with a reputable insurance company, professional indemnity insurance to cover the liabilities that may arise under or in connection with the Contract (and you will produce evidence of such insurance on our request);
- (d) you have read and will comply with the protocol published by the Civil Justice Council, Civil Procedure Rule 35, Practice Direction 35 and the Practice Direction for Pre-Action Conduct (as amended or replaced from time to time);
- (e) you have been engaged in active clinical practice for no less than 5 consecutive years;

- (f) no disciplinary action has been taken against you by the ICO in respect of breaches of any data protection legislation;
- (g) no disciplinary action has been taken against you by the GMC in respect of clinical practice;
- (h) (to your knowledge and to the extent to which we have provided you with relevant information) you have no conflict of interest in providing the Services and will notify us immediately on becoming aware of any such conflict; and
- (i) you will notify us immediately of any changes to your practising address or your qualifications and experience.

3. Charges and payment

3.1 The charges for the Services (Charges) shall be calculated in accordance with the fee structure set out in the attached Expert Registration Form and shall be your full and exclusive remuneration in respect of the performance of the Services. Unless otherwise agreed in writing by us, the Charges shall include all your costs and expenses directly or indirectly incurred in connection with the performance of the Services. Any disbursements incurred by you in connection with the Services shall not be payable by us unless agreed by us in writing in advance.

3.2 Where the attached Expert Registration Form indicates that the Charges will be calculated in accordance with an hourly rate, you shall provide us with an estimate of the number of hours work required to deliver the Services and you shall not commence the Services without our prior written authorisation.

3.3 Where you are jointly instructed by us and one or more other parties, we shall not be jointly liable for payment of your fees. Our total liability to you shall be limited to the Charges divided by the number of instructing parties (unless agreed otherwise in writing).

3.4 You shall invoice us following our receipt of the completed Deliverables (as defined below). Each invoice shall include such supporting information required by us to verify the accuracy of the invoice.

3.5 We shall pay the invoiced amounts in accordance with the payment terms set out on the attached Expert Registration Form (subject to receipt from you of a correctly rendered invoice) to a bank account nominated in writing by you.

3.6 If a party fails to make any payment due to the other party pursuant to the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply

to payments that the defaulting party disputes in good faith.

3.7 You shall not be entitled to withhold the supply of any Services to us as a result of our late payment of any sums owing to you (whether under the Contract or any other contract between us).

4. Intellectual property rights

4.1 You assign to us, with full title guarantee and free from all third party rights, all intellectual property rights in the output of the Services including but not limited to any medical reports prepared by you for us (**Deliverables**).

4.2 You waive all moral rights in the Deliverables to which you may now or at any future time be entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

6. Confidentiality

6.1 You shall keep in strict confidence all information which is of a confidential nature in respect of both us, our business and our clients (including their medical history) which has been disclosed to you by us (or our employees, agents or subcontractors). You may disclose such of our confidential information (or that of our clients) as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

6.2 This clause 6 shall survive termination of the Contract.

7. Termination

7.1 Without limiting our other rights or remedies, we may terminate the Contract at any time by giving notice to you by email or in writing. Following such termination, we shall pay to you fair and reasonable compensation for any work undertaken at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

7.2 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of receipt of notice in writing to do so;
- (b) you are (or are deemed to be) insolvent, bankrupt, or suffer an event analogous thereto or are otherwise unable to pay your debts as they fall due;
- (c) you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

7.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

7.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

8. Consequences of termination

On termination of the Contract for any reason, you shall immediately deliver to us all Deliverables whether or not then complete.

9. General

9.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the Contract. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract without our prior written consent (which, in the case of subcontracting for specialist third party services, we shall not unreasonably withhold provided that you remain liable to us for the acts and omissions of your subcontractors).

9.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

9.3 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.4 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

9.5 A person who is not a party to the Contract shall not have any rights to enforce its terms.

9.6 No variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

9.7 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

9.8 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

9.9 The parties acknowledge the importance of mediation in the English legal system and shall (in accordance with the requirements of the Civil Procedure Rules and the Practice Direction on Pre-action Conduct) always consider mediation prior to the issue of formal proceedings.

Signed by the Expert: _____

Date d: _____

Signed by Medical Reports Ltd :-

A handwritten signature in black ink, appearing to be 'J. L. R.', written over a horizontal line.

Dated:

New Expert Registration Form

Expert Contact Details	
Expert Name	
Expert Correspondence Address	
Email Address	
Expert Landline Telephone Number	
Expert Mobile Telephone Number	
Other Languages Spoken	
Professional Details	
Qualifications	
GMC Registration Number	
MDU Number	
ICO Registration Number	
Specialities	
Secretary Details if Applicable	
Name	
Direct Dial	
Email Address	
Fee Structure	
Fee For Report without review	
Fee For Addendum	
Fee For Review of Medical Records	
Payment Terms	

DNA Fee	
VAT registered?	
VAT registration Number	



New Expert Registration Form

Service Levels	
Online Booking System?	
Waiting Time for Appointment	
Report Turnaround from Appointment	
Ratio of Work	
Claimant	
Defendant	
Joint	
Type of Patient Seen	
Adults & Children?	
Male & Female?	
1st Consultation Address	
2nd Consultation Address	
3rd Consultation Address	
4th Consultation Address	

5 th Consultation Address
6 th Consultation Address

New Expert Registration Form

7 th Consultation Address
8 th Consultation Address
9 th Consultation Address
10 th Consultation Address
11 th Consultation Address
12 th Consultation Address
13 th Consultation Address

14 th Consultation Address
15 th Consultation Address



New Expert Registration Form

16 th Consultation Address
17 th Consultation Address
18 th Consultation Address
19 th Consultation Address
20 th Consultation Address

By signing below, you indicate that you have read and understood the attached terms and conditions and agree to bound by them;

Signed by the Expert: _____ Dated: _____