**DOCTORS CHAMBERS (UK) LIMITED
STANDARD TERMS AND CONDITIONS
FOR PROVISION OF MEDICAL REPORTING SERVICES BY MEDICAL EXPERTS**

# Definitions and interpretation

## In these Conditions the following words and expressions shall have the following meanings unless the context requires otherwise :

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| **Expression** | **Interpretation** |
| “Account” | any account of an Expert on Docslot and/or any other portal or online service stipulated by MRO; |
| “Applicable Contract” | means any agreement between MRO and an Expert to which these Conditions apply; |
| “Conditions” | means these terms and conditions as from time to time in force; |
| “Business Day” | means any day which is not a Saturday, a Sunday or a bank or public holiday in England; |
| “Data Controller” | means a data controller as defined in the GDPR; |
| “Data Processor” | means a data processor as defined in the GDPR; |
| “Data Protection Laws” | means all applicable laws and regulations from time to time in force relating to data protection, the processing of Personal Data and privacy, including the DPA and (for so long as and to the extent that the law of the EU has legal effect in the UK) the GDPR and any other directly applicable EU regulation relating to data protection and/or privacy, and also including all applicable guidance and codes of practice issued by a supervisory authority (including the Information Commissioner), and words and expressions which are not otherwise defined in these Conditions but which are defined in the GDPR shall bear the same meanings when used in these Conditions; |
| “DPA” | means the Data Protection Act 1998 and the Data Protection Act 2018, in each case as in force on the date of the Applicable Contract; |
| “Docslot” | means the online service of Docslot Limited (company number 6701364); |
| “Effective Date” | in relation to any Applicable Contract, has the meaning specified in that Applicable Contract; |
| “Environmental Standards” | means all environmental standards of the International Standards Organisation or of any Regulatory Body which by their terms govern or are capable of applying to the provision of the Services or the working practices of the Expert, together with such other standards as MRO may from time to time stipulate or recommend for the purpose of ensuring environmentally sustainable working practices; |
| “Expert” | means a medical expert (within the meaning in paragraph (12) of section 1.1 of the RTA Protocol) who is a party to an Applicable Contract; |
| “GDPR” | means the General Data Protection Regulation ((EU) 2016/679)(the “Regulation”), any national legislation passed to implement the Regulation, and any legislation amending or replacing the Regulation from time to time; |
| “Instruction” | means an instruction by MRO to an Expert to provide Services and “Instruct” shall be construed accordingly; |
| “MedCo” | means MedCo Registration Solutions (company number 9295557); |
| “MRO” | means Doctors Chambers (UK) Limited (company number 7485950); |
| “Panel” | means the panel of medical and other accredited practitioners of MRO who may from time to time be instructed by MRO to provide Services; |
| “Payment Terms” | in relation to any Applicable Contract, has the meaning specified in that Applicable Contract; |
| “Personal Data” | means personal data as defined in the GDPR (including sensitive personal data as defined in the Data Protection Act 1998 and personal data falling within the categories of data listed in Article 9(1) of the GDPR); |
| “Personal Data Breach” | means a personal data breach as defined in the GDPR; |
| “process” | has the meaning ascribed by the GDPR, and “processing” and other cognate expressions shall have corresponding meanings; |
| “Profile” | means any profile information of an Expert on Docslot and/or any other portal or similar facility stipulated by MRO; |
| “Rates” | in relation to any Applicable Contract, has the meaning specified in that Applicable Contract; |
| “Regulatory Bodies” | means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to supervise, regulate, investigate or influence the provision of the Services or other matters dealt with by the Applicable Contract or these Conditions; |
| “Regulatory Requirements” | means all laws and/or regulations from time to time in force and applicable to the practice or conduct of Experts or the provision of the Services including (but without limitation) any requirements, rules, regulations, guidance and codes of practice of Regulatory Bodies; |
| “Relevant Individual” | means an individual in respect of whom Services are to be provided (for example an individual claiming damages as a result of an accident); |
| “RTA Protocol” | means the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents from 31 July 2013 (as in force from time to time); |
| “Security Standards” | means any security policies and/or standards that MRO may issue or stipulate from time to time; |
| “Security Information” | means any username, password or other security information used by an Expert to log in to his Account or any portal or service of MRO;  |
| “Services” | means medical reporting services as from time to time instructed by MRO; |
| “SLAs” | means the service levels set out in Appendix 1 to these Conditions; |
| “Smart Suite” | means the suite of report writing applications of Square Health Group Limited (company number 7063070) and known as Smart Suite (including Smart Report); |
| “Special Provisions” | in relation to any Applicable Contract, has the meaning specified in that Applicable Contract; |
| “Specified Applications” | in relation to any Applicable Contract, has the meaning specified in that Applicable Contract; |
| “Specified Professional Body” | means the professional regulatory body with which the Expert is registered as specified and permitted by the RTA Protocol and MedCo, being either the General Medical Council or the Health Care Professions Council; |
| “Subject Access Request” | means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his/her rights under the Data Protection Laws. |

## In these Conditions (except where the context otherwise requires):

### references to Clauses are to clauses and sub-clauses in these Conditions;

### clause headings are included for convenience only and shall not affect the interpretation of these Conditions;

### use of the singular includes the plural and vice versa and a reference to any gender includes any other gender;

### except where expressly stipulated to the contrary, references to “writing” do not include email;

### a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute, in each case as may be amended, modified, consolidated or updated from time to time.

## These Conditions shall apply to and be deemed to be incorporated in each Applicable Contract and references to an Applicable Contract shall include these Conditions.

# Obligations of Experts

Introduction

## (For the avoidance of doubt) the obligations set out in this Clause 2 are in addition to all obligations in any Applicable Contract.

Accreditation and regulatory

## Each Expert agrees and undertakes, as a condition of his or her being appointed to and remaining on the Panel and receiving Instructions:

### that he/she holds and will maintain a valid and current full registration with a Specified Professional Body;

### in relation to the provision of soft tissue injury reports, that he/she has obtained and will maintain such accreditation as MedCo may from time to time require and that he/she will at all times comply with all regulations and requirements of MedCo applicable to the Expert;

### (without limiting the generality of Clause 2.2.2) that he/she will declare financial links in accordance with applicable requirements of MedCo;

### that he/she will immediately advise MRO in writing of any suspensions or investigations by any Specified Professional Body and/or by MedCo;

### that his/her Profile is accurate and complete as at the date of any Applicable Contract and that he/she will keep his/her Profile fully completed, accurate and updated;

### to supply all such information as MRO may from time to time require regarding the Expert’s registration with a Specified Professional Body and/or professional qualifications, specialisms, current CV, medical defence insurance cover, and such other information as MRO may reasonably consider relevant;

### to maintain the security of his/her Security Information and to not disclose such information to any third party; and

### to be fully responsible for all use of his/her Account and for any actions that take place as a result of his/her Account being used.

Service delivery

## In providing Services, each Expert shall:

### use reasonable care and skill;

### comply with the Special Provisions;

### comply with the SLAs;

### comply with such requirements as MRO shall from time to time stipulate in order to ensure that his/her delivery of the Services and his/her reports conform to such standards of quality and practice as MRO shall from time to time require (which, for soft tissue injury reports, shall be not less than the minimum standards of quality from time to time required by MedCo);

### (without limiting the generality of Clause 2.3.4):

#### be familiar with and ensure that his/her reports conform to the requirements of Part 35 of the Civil Procedure Rules and the Practice Direction accompanying that Part and to the RTA Protocol; and

#### comply with the requirements in Appendix 2 to these Conditions;

### comply with the Security Standards;

### comply with the Environmental Standards;

### comply with all applicable Regulatory Requirements;

### be familiar with and follow all applicable guidelines as from time to time in force of the Specified Professional Body with which the Expert is registered including (but without limitation) any guidelines relating to the conduct of medical examinations and the provision of medical reports and other medical evidence.

## An Expert shall not undertake any treatment or investigation without prior authorisation in writing by MRO (which may be contained within MRO’s instruction or given subsequently by email).

Confidentiality

## Each Expert shall at all times maintain in strictest confidence, and shall not at any time use (except as may be necessary for the provision of Services) or disclose to any person (except as may be required by law or any Specified Professional Body or any other Regulatory Body, in each case acting with proper authority):

### the terms and conditions of the Applicable Contract between MRO and that Expert); and/or

### the identity of any Relevant Individual in relation to whom that Practitioner is Instructed to provide Services, any information related to the lifestyle, health or medical condition of any such Relevant Individual, or any other confidential information concerning any such Relevant Individual which may be provided to him/her or which may come to his/her knowledge in connection with the provision of Services; and/or

### any confidential information concerning the business or affairs of MRO (which may be provided to him/her or which may come to his/her knowledge in connection with the Applicable Contract or the provision of Services.

Data Protection

## Each Expert acknowledges that, in providing Services, he/she may at times be acting as either a Data Controller or a Data Processor in respect of Personal Data and undertakes:

### to comply with all Data Protection Laws and all Regulatory Requirements applicable to obtaining, holding or processing Personal Data;

### (without limiting the application of Clause 2.6.1, the Expert must pay all requisite fees under the Data Protection (Charges and Information) Regulations 2018;

### when acting as a Data Processor in respect of Personal Data of which MRO is a Data Controller (or of which MRO Health is a Data Processor and where he/she is acting as a sub-processor of that Personal Data), that he/she will

#### at all times process such Personal Data lawfully;

#### only process such Personal Data strictly for the purpose of providing Services or as otherwise instructed in writing from time to time by MRO acting as a Data Controller;

#### ensure that all that any persons authorised to access such Personal Data are subject to binding obligations of confidentiality;

#### implement appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage or alteration

#### not sub-contract any aspect of the processing of such Personal Data without the prior written consent of MRO;

#### not transfer or permit the transfer of such Personal Data to any territory outside the European Economic Area without the prior written consent of MRO;

#### assist MRO promptly with all Subject Access Requests which may be received from a Data Subject;

#### notify MRO immediately of all communications that it receives from any person which suggests non-compliance with Data Protection Laws and not do anything or enter into any communication about it unless MRO expressly authorises it to do so;

#### inform MRO as soon as practicable after becoming aware of any Personal Data Breach (and, in any event, within 24 hours) and:

##### provide MRO with a detailed description of the Personal Data Breach, the type of Personal Data that was the subject of the Personal Data Breach and the identity of each affected Data Subject as soon as such information can be collected or otherwise becomes available, as well as any other information which MRO may reasonably request;

##### take action promptly, at his/her own expense, to investigate the Personal Data Breach and to identify, prevent and mitigate the effects of any such Personal Data Breach and, with MRO’s prior agreement, to carry out any recovery or other action necessary to remedy the Personal Data Breach;

##### provide all reasonably necessary co-operation and assistance to enable MRO to comply with its obligations under Data Protection Laws and to reduce the impact of the Personal Data Breach on the affected Data Subjects;

#### at the choice of MRO, delete or return such Personal Data to MRO at the end of the provision of Services involving the processing of such Personal Data (or at any earlier time if required by MRO);

#### make available to MRO all information necessary to demonstrate compliance with his/her obligations under this Clause.

# Indemnity and insurance

## Without prejudice to his/her obligations in Clause 2 each Expert shall:

### indemnify MRO and keep MRO fully and effectually indemnified against all loss and liability which MRO may suffer or incur as a result of any act or default of the Expert (including, but without limitation, any breach of the Applicable Contract between MRO and that Expert and/or the provision of Services by that Expert);

### (at the Expert’s own cost) hold and maintain professional indemnity insurance with a recognised and reputable medical defence or other insurance company covering the provision by the Expert of Services covering the provision by the Practitioner of Services;

### comply with all terms and conditions of such insurance;

### supply evidence of such insurance to MRO as MRO may from time to time require;

### notify the insurers of MRO's interest and shall cause the interest to be noted on the relevant policy of insurance together with a provision to the effect that, if any claim is brought or made by any person against MRO in respect of which the Expert would be entitled to receive indemnity under such insurance, the relevant insurer will indemnify MRO directly against such claim and any charges, costs and expenses in respect of such claim (and on the basis that, if the relevant insurer does not so indemnify MRO, the Expert shall use all insurance monies received by him/her to indemnify MRO in respect of the claim in accordance with Clause 3.1.1).

# Audit

## MRO shall be entitled, on giving no less than 10 working days’ notice to the Expert, either itself or by or through any agent, to conduct an audit to verify compliance by the Expert with his/her obligations under an Applicable Contract. Any such audit may be conducted either at the Expert’s premises or by telephone, or any combination, or in any other way deemed appropriate by MRO.

# Amendments

## MRO shall be entitled to amend any Applicable Contract to which MRO is party and/or to amend these Conditions in relation to any such Applicable Contract:

### (in order to change the Rates or Payment Terms) by not less than 15 Business Days’ notice in writing to the Expert who is a party to that Applicable Contract

### (in order to effect any other change) by not less than five Business Days’ notice in writing to the Practitioner who is a party to that Applicable Contract

## and in either case such notice may be given by email Provided that, following receipt of any such notice, the Practitioner shall be entitled to terminate the relevant Applicable Contract without penalty (but without prejudice to any accrued rights or liabilities of the parties) by written notice to MRO expiring on or before the change comes into effect.

## MRO shall be entitled at any time to amend these Conditions generally in relation to all Applicable Contracts to which MRO is party, and if it shall do so it shall provide a copy of the Conditions as amended to each Expert (by email, publication on its website, or such other means as MRO shall reasonably determine) not later than 20 Business Days following the making of such amendments Provided that the accidental omission or failure by MRO to provide any Expert with a copy of the amended Conditions shall not invalidate any amendment.

# Termination

## MRO shall be entitled by notice to an Expert to suspend an Expert’s membership of its Panel, and to remove the Expert’s details from its Panel if the Expert shall be in breach of any Applicable Contract and for so long as such breach continues.

## MRO shall be entitled to terminate an Applicable Contract to which it is party:

### at any time and for any reason by not less than one month’s notice in writing to the Expert;

### with immediate effect by notice in writing to the Expert if:

#### the Expert commits a material or persistent breach of any of its material obligations under the Applicable Contract and, if the breach is capable of remedy, fails to remedy it to MRO’s satisfaction during the period of thirty (30) days starting on the date of receipt of notice from MRO specifying the breach and requiring it to be remedied; or

#### the Expert becomes bankrupt or is unable to pay his debts or otherwise insolvent; or

#### the Expert ceases to be registered with any applicable Specified Professional Body; or

#### (in the case of a MedCo-accredited Expert) the Expert ceases to hold any accreditation required by MedCo.

## An Expert shall be entitled to terminate an Applicable Contract at any time and for any reason by not less than one month’s notice in writing to MRO but without prejudice to any outstanding obligations of the Expert under any Applicable Contract as at the date of termination.

## An Expert’s membership of MRO’s Panel shall automatically end on termination for any reason of the relevant Applicable Contract and MRO shall remove the Expert’s details from its Panel as soon as reasonably practicable thereafter.

## Termination of an Applicable Contract shall be without prejudice to any rights or liabilities of MRO or the Expert which have accrued prior to termination.

# Severability

## Each provision of any Applicable Contract (including these Conditions) is severable and distinct from the others. Every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Applicable Contract but (except to that extent in the case of that provision) it and all other provisions of the Applicable Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.

# Notices

## Any notice given under or for the purposes of any Applicable Contract shall be in writing and served by hand or sent by registered or first class post or recorded delivery to the relevant addressee at its address specified in the Applicable Contract (or such other address as the relevant party may designate to the other in writing from time to time), or by sent email to the addressee at (in the case of the Expert) his/her email address as specified in the Applicable Contract or (in the case of MRO) info@doctorschambers.com (or, in either case, any other email address from time to time notified in accordance with this Clause). Notices sent by registered post or recorded delivery shall be deemed to be served three (3) Business Days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.

# General

## For the purposes of any Applicable Contract an electronic signature using Adobe EchoSign software shall be as valid as a manuscript signature.

## An Applicable Contract (including these Conditions) constitutes the entire agreement and understanding between the parties to that Applicable Contract with respect to the subject matter of to that Applicable Contract and supersedes all prior discussions, understandings and agreements (whether or not reduced to writing) between the parties and their agents (or any of them) with respect to the subject matter of that Applicable Contract.

## A person who is not a party to an Applicable Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of that Applicable Contract but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

## In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under an Applicable Contract or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently. The rights and remedies provided by any Applicable Contract are cumulative and (unless otherwise provided in that Applicable Contract) do not exclude any other rights or remedies available in law.

# Law and jurisdiction

## Each Applicable Contract and these Conditions shall be governed by and construed in accordance with the law of England and Wales, and MRO and each Expert hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with any relevant Applicable Contract or the legal relationships established by it.

**Appendix 1
SLAs**

1. For Fixed Cost Medical Reports (soft tissue injury claims): the reports are to be sent to MRO within 1 day of receipt of all records or the appointment with the claimant, whichever is the later. For other types of reports, the reports are to be sent to MRO within 10 days of receipt of all records or the appointment with the claimant, whichever is the later.
2. For Fixed Cost Medical Reports the Expert is to inform MRO within a 3 day period if he/she anticipates a delay in report delivery and the following fee reductions shall apply:
	* 25% reduction in fee if the report is overdue by more than 5 working days without a valid reason accepted by MRO.
	* 50% reduction in fee if the report is overdue by more than 10 working days without a valid reason accepted by MRO.
	* No fee payable if the report is overdue by more than 4 weeks without a valid reason accepted by MRO.
3. The Expert is to provide any requisite amendments and reviews of records, and is to respond to Part 35 questions within 5 working days and MRO shall be entitled to withhold all payment to the Expert if the Expert fails to comply with this paragraph.
4. The Expert is to acknowledge all complaints within 48 hours and respond in full within 5 working days.
5. The Expert is to retain copies of any paper medical records for a period of a minimum of 6 months following receipt of the same.
6. (Where applicable) the Expert is to give MRO at least 3 months’ availability of appointments in advance via Docslot.
7. The Expert is to give MRO at least 48 hours’ notice if he/she needs to cancel a clinic.
8. The Expert is to take responsibility for:
	* Allowing an appropriate amount of time for the appointment.
	* Ensuring that the premises from which he/she consults are an appropriate clinical setting from which to conduct medical examinations
9. The Expert is to make MRO aware of any upcoming leaves of absence, secretarial or administrative changes, changes to venues, or any other information that will materially affect his/her ability to conduct medical examinations.

**Appendix 2
Requirements for Instructions and reports**

*Part 1 - Obligations of MRO*

1. In relation to each Instruction, MRO shall ensure that it Instructs an Expert who:

(a) has the knowledge, experience, academic qualifications, or professional training appropriate for the assignment and has the resources to complete the matter within the timescale and to the standard required for the assignment;

(b) has the relevant expertise, knowledge, experience, academic qualifications and professional training appropriate for the assignment and has the resources to complete the matter within the timescale and to the standard required for the assignment as per Part 35 of the Civil Procedure Rules.

2. Instructions shall provide the following details (so far as available):

(a) basic information such as names, addresses, telephone numbers, dates of birth and date of incident;

(b) questions to be addressed;

(c) whether proceedings have been commenced or are contemplated and updates to the expert as regards relevant Court Orders or other deadlines;

(d) medical records when requested.

*Part 2 - Obligations of the Expert*

1. The Expert shall compile reports in accordance with the following:

(a) Part 35 of the Civil Procedure Rules and the Practice Direction accompanying that Part;

(b) the style is to be concise and text is to be arranged in short sentences and paragraphs;

(c) all reports will include a declaration to the court.

2. The Expert shall not express an opinion outside the scope of his/her competence and shall identify any unfamiliar aspects of the instruction (if necessary).

3. Reports produced by Experts shall comply with the RTA Protocol and shall include the following:

(a) the expert's qualifications;

(b) the purpose of the report;

(c) basic information, for example names and dates of birth in a personal injury action;

(d) a chronological history of the matter;

(e) details of the documents or any other evidence upon which any aspect of the report is based;

(f) matters of fact and opinion clearly distinguished and kept separate;

(g) the source of statements of fact relied upon clearly identified;

(h) an indication of whether the report is provisional.