

**AGREEMENT FOR PROVISION OF MEDICO-LEGAL SERVICES
BY MR AJ UNWIN – MEDICO-LEGAL LIMITED**

AGREEMENT FORM

THIS AGREEMENT FORM, dated **together with** the further documents referred to below in clause 2, constitutes the agreement ("**Agreement**") for the provision of medico-legal services ("**Services**") between:

(1) MR AJ UNWIN - MEDICOLEGAL LIMITED, a limited company, having its place of business and its registered office at Ground Floor, 6 Queens Square, Ascot Business Park, Lyndhurst Road, Ascot, Berkshire, SL5 9ED, registered under company registration number 07117167 ("**UML**");

and

(2) Client's name

Client's address:

("Client").

BACKGROUND

1. The practice of UML aims to conduct business with the medico-legal sector in a spirit of co-operation.
2. Where possible, specific arrangements can be made for each individual request.
3. UML appreciates that costs and budgets are an important part of modern medico-legal practice, so UML will provide a full cost estimate to Clients and will communicate promptly with appointed costs experts.

In consideration of what is stated in this Agreement, the parties agree as follows:-

1. DESCRIPTION OF SERVICES.

UML agrees to supply Client with the following **requested** service or services (each, a “**Service**”);

Unless otherwise described on this Agreement Form, the Service shall be - **provision of medico-legal reports for Personal Injury and Clinical Negligence to the legal sector (Claimant, Defendant and Single Joint Expert).**

2. UML’S TERMS & CONDITIONS OF BUSINESS, PLUS OTHER GOVERNING DOCUMENTS

- (i) It is understood and accepted that the contract constituted by this Agreement shall be governed also by and be subject to what is stated in UML’s Terms and conditions (“**T&C**”) as specified below in clause 3 of this Agreement Form;
- (ii) This Agreement shall also be governed by and be subject to what is stated in UML’s **Legal Notices**, which appear in Appendix A to this Agreement.

3. APPLICABILITY OF T&C AND LEGAL NOTICES

- (i) Clients are subject our T&C entitled “*Terms and Conditions Applicable to UML’s Business of Providing Medico-Legal Services*”, which are appended to this Agreement form.
- (ii) It is a requirement that we set out in writing to Clients a “durable” confirmation of information regarding our proposed relationship and the T&C are intended to serve as such a durable confirmation.

Please take time to read the T&C and Legal Notices, as they form part of the Agreement that UML makes with Clients. In particular, do read the T&C carefully before instructing the UML Service, as when you so instruct, it is on the assumption that you have read the T&C, or have had the opportunity so to do.

4. COST AND PAYMENT

- (i) Unless extra Services are required by Client, the cost for the Service ordered by Client under the Agreement is as per the tariffs provided by UML in the T&C.
- (ii) VAT, as applicable, will be added.
- (iii) Payment of the sum due to UML for supply of the Service shall be made in accordance with the T&C.

5. CREATING THE CONTRACTUAL RELATIONSHIP

- (i) N.B.: Acceptance of the Agreement is subject to the terms of this Agreement Form and the relevant documentation referred to above in clauses 2 and 3, which together constitute the contract between us; Client has read and understood these documents (or has had the opportunity so to do) and consequently agrees to be bound by them.
- (ii) **Acceptance by Client of what is stated in clause 5(i) of this Agreement Form will be confirmed by Client's signature in the space indicated at the end of the Legal Notices which comprise Appendix A.**
- (iii) Client prints off two hard copies of this Agreement Form, plus the T&C, plus Appendix A and signs both as described in clause 5(ii); Client also initials the bottom right-hand corner of each page.
- (iv) After signature, Client must post (or scan as a PDF) both copies of the Agreement to UML's place of business in Ascot as described at the beginning of this Agreement Form.
- (v) UML will arrange execution of both documents by its Director, then UML will return one countersigned copy to you.

TERMS AND CONDITIONS APPLICABLE TO UML'S BUSINESS OF PROVIDING MEDICO-LEGAL SERVICES

These Terms and Conditions ("T&C") should be read carefully by all clients intending to obtain a medico-legal service from UML, as they form part of the Agreement between us.

1. Definitions

The following words shall have the followings meaning in these T&C:

- 1.1 "Agreement" means the Agreement Form, together with these T&C including our Legal Notices.
- 1.2 "Client(s)" means any or all valid registered Clients of our Service, including professional practitioners requesting the Service on behalf of their clients; as circumstances indicate, Client may be referred to in this Agreement as "Instructing Party".
- 1.3 "Intellectual Property" means all intellectual property, or "IP", owned by UML and used in relation to the Service, which IP may include, at least: current and past client lists, all copyright and related rights, trade marks, service marks, trade and business and domain names, rights in trade dress or get-up, rights in goodwill, rights to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (in each case, whether registered or unregistered and including all applications for and renewals or extensions of such rights) and all similar or equivalent rights or forms of protection in any part of the world; in the Agreement, Intellectual Property rights may be referred to as "Intellectual Property Rights" (or "IPR").
- 1.4 "Report" means a medico-legal report prepared by UML.
- 1.5 "Service" means the medico-legal service made available to Clients by UML, or any other or additional Service that UML may offer from time to time.
- 1.6 The words 'us', 'we', 'our' means all brands that are or may be owned and operated by UML for the purposes of this Agreement.
- 1.7 Words importing one gender shall be construed as importing any other gender.

- 1.8 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.9 The words “include” and “including” are deemed to be followed by the words “without limitation”.
- 1.10 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

2. **TERM**

The Agreement constituted by the Agreement Form and these T&C shall commence as of the date of signature of it and shall endure until UML has completed the Service.

3. **PERSONAL PRIVACY AND PROTECTION OF CLIENT DATA AND CONFIDENTIALITY**

- 3.1 UML maintains the strictest standards regarding protection of privacy and of personal information; confidential information will only be divulged if required by law; personal information which is in the public domain would not be classed as “confidential”, but it would still be our policy to safeguard such data as much as possible.
- 3.2 UML is registered with the UK Information Commissioner, under Registration reference: A8190623.
- 3.3 UML’s Privacy Policy (which constitutes part of these T&C) provides details on how we store and use the data which Client has given us.
- 3.4 In the strongest possible terms, UML advises Client not to transmit confidential information, including personal data (bank account details, etc.) by email, as this is regarded as an unsafe transmission mechanism; instead, such data should be transmitted by Special Delivery post.

4. **USE BY CLIENTS OF UML'S REPORT AND OTHER PARTS OF THE SERVICE**

- 4.1 Following receipt of a Report or of any other information provided in the UML Services, the onus remains on Client to make decisions as to their own future action.
- 4.2 Client may not alter this Agreement; UML reserves the sole right to alter this Agreement from time to time by providing Client with reasonable notice of the change or changes.

5. **CLIENT'S SECURITY**

- 5.1 Client is responsible for acts or omissions made by any third parties using Client's identification data or Client's account, whether or not such use is fraudulent; Clients agree to indemnify UML against any claims which may result from such acts or omissions.
- 5.2 For the avoidance of doubt, UML shall not be liable if Client's identity is misused by others.

6. **CLIENT'S OBLIGATIONS**

- 6.1 In relation to the Service, Client agrees to refrain from making any comment (written or verbal) that may run contrary to: (a) any of UML's standards (as shown in UML's Legal Notices and / or Privacy Policy in these T&C) which are in force from time to time, or (b) the standards and norms which are considered acceptable within the UK, the European Community and North America.
- 6.2 It is fundamental to this Agreement that **Client accepts and agrees that these T&C of UML will take precedence** over any other T&C, including the terms and conditions of Client or of the entity instructing UML on behalf of Client.

7. FEES AND PAYMENT TERMS

7.1 Fees

The following will apply to fees for the Service;

7.1.1 Fees for all medico-legal services are £575 + VAT per hour.

7.1.2 In litigation cases today, the Court requires estimates from experts of fees for the provision of medico-legal reports; such estimation are often inaccurate due to the fact that at the date of instruction the following factors are uncertain: (a) the time required to review medical records; (b) the time taken in interview and examination; and (c) the time taken to prepare the report itself.

7.1.3 In view of what is stated in clause 7.1.2 above, UML maintains that any estimate it provides is no more than that, so reserves the right to take longer over preparation of its Reports than initially estimated; however, UML will inform Client if this is the case and such increase in the estimated fee will only apply if UML's initial time had been under-estimated by a factor of more than 10% (ten per cent).

7.1.4 In general, the following will apply to the cost of Reports;

7.1.4.1 a Report for a Personal Injury litigation involving 1 body part injury, along with interview and examination, will typically involve 5-10 hours of time: fees of £2875 to £5750 + VAT;

7.1.4.2 a Report for a Personal Injury litigation involving more than 1-2 body part injuries requiring expert opinion, along with interview and examination, will typically involve 8-15 hours of time: fees of £4600 to £8625 + VAT;

7.1.4.3 a Report on Liability and Causation in Clinical Negligence will typically involve 8-15 hours of time: fees of £4600 to £8625 + VAT; and

7.1.4.4 a Report on Condition and Prognosis in Clinical Negligence litigation will typically involve 6-12 hours of time: fees of £3450 to £6900 + VAT. The lower end of the estimate will apply if a preceding liability report includes a review of medical records and imaging.

7.1.5 Fees for attendance at Conference with Counsel and attendance at Court are charged as follows:

- (a) £570 + VAT per hour;
- (b) The hourly fee referred to in clause 7.1.5(a) above will apply also for the return travelling time from/to Ascot of UML's Director if the travel is effected within the hours of 8 am to 6 pm.
- (c) In addition to UML's hourly fee of £575 + VAT, travel time outside the period 8am to 8pm will be charged at £85 per hour (with no VAT applied).
- (d) In addition to what is stated in clause 7.1.5 (a) (b) and (c) above, standard class train travel is charged for attendance in London or within 50 miles of Ascot; or
- (e) In addition to what is stated in clause 7.1.5 (a) (b) and (c) above, first class train travel is charged for travel of 50 miles or longer.

7.1.6 Fees for attendance for a whole working day at Court or in Conference with Counsel are charged as follows:

- (a) £5750 + VAT;
- (b) The fee referred to in clause 7.1.6 (a) above will include no extra charge for return travelling time from / to Ascot if the total travelling distance is for a journey of less than 50 miles each way.
- (c) If the journey is greater than 50 miles from Ascot, additional travel time will be charged at £85 per hour (no VAT applied); and
- (d) If hotel accommodation is required, the charge for this will apply, in addition to what is stated above in this clause 7.1.6; in general, UML will require no less than a 4 star hotel.

- 7.1.7 Charges will be made at £575 + VAT per hour for the time reasonably taken to review the medical evidence before conference with Counsel and for attendance at Court.
- 7.1.8 Requests for alterations are charged at £575 + VAT per hour, with a minimum charge of half an hour, in relation to the following:
- (a) Reports (for items other than typographical errors and issues that should reasonably have been included in UML's initial Report);
 - (b) Supplementary Reports;
 - (c) Part 35 Questions;
 - (d) Review of documents;
 - (e) Review of Particulars of Claim; and
 - (f) Other advisory work involved in providing any part or parts of the Service referred to above in this clause 7.1.8 (a) to (e).
- 7.1.9 The charges for Joint Discussions with other experts are charged at £575 + VAT per hour, to include preparation for the Joint Discussion, undertaking the Joint Discussion, preparation of the Draft Joint Statement and Final Joint Statement. The typical range of time taken to prepare a Joint Statement (including preparation of the Joint Statement where necessary) is 6-10 hours.
- 7.1.10 If a Client (who is a patient) does not attend for a medico-legal appointment, then the following will apply: if Client had confirmed the appointment with UML's office, but cancels it without having contacted UML's office (in UML's normal working hours of 8 am to 5 pm) to give notice of cancellation at least 72 hours' in advance of the appointment, then a fee of £600 will be charged to compensate for the lost clinic time associated with such non-attendance.

- 7.1.11 Domiciliary visits can be undertaken on request and specific cost estimates will be provided for each individual case. However as a general guide all time taken for travel to and from a patient is charged at my standard rate of £575 + VAT, and in addition travel expenses are applicable.
- 7.1.12 Clients must note that UML does not provide its Service on a fixed-fee basis, but rather on an estimated time basis as described above in clause 7.1.3.
- 7.1.13 At medico-legal consultations with Client, UML can arrange investigations, as necessary, to make a diagnosis for medico-legal purposes (e.g. X-rays, CT scans, MRI scans); such investigations will be charged directly by the relevant provider of them to the Client (or if relevant, the instructing agent) and will not be billed by or to UML. Fees for such imaging are due for payment by return.
- 7.1.14 For the avoidance of doubt, all fees incurred under this Agreement are independent of taxation by the Court; UML will not have its accounts subjected to detailed assessments by any third party and will require Client to fund any fees disallowed on assessment.

7.2 Payment of fees

The following will apply to payment of fees;

- 7.2.1 Payment for all aspects of the Service is to be made 28 (twenty eight) days from the date of the invoice; time is of the essence of the Agreement.
- 7.2.2 Without prejudice to the generality of what is stated in clause 7.2.1 above, deferred fee arrangements, or payment for fees at the settlement of the case, can be arranged on request; however, in the absence of written arrangements regarding deferred fees for any one individual instruction, the default payment terms of 28 (twenty eight) days will apply.
- 7.2.3 In the event of default or non-payment of fees, the following will apply:
- (a) After suitable written notice is given by post (by registered delivery), interest is payable from 28 (twenty eight) days after the invoice date at 8% (eight per cent) above the prevailing Barclays Bank base rate;

- (b) Administration fees up to a maximum of £100 + VAT per month shall apply for each and every written contact made with the Client (or, as appropriate, Instructing Party); and
- (c) The Client (or, as appropriate, Instructing Party) agrees to provide UML with an enforceable indemnity that, in the event of referral to debt recovery agencies or solicitors, the Client, or, as appropriate, the instructing party (“Instructing Party”) will be responsible for all costs, including legal costs and disbursements, as required.

7.3 Cancellation fees for attendance at Court and/or conference with Counsel

The following will apply to cancellation of fees in specific circumstances;

- 7.3.1 It is appreciated that the nature of medico-legal litigation means that a case may often only settle relatively late before a court date.
- 7.3.2 The Instructing Party must appreciate that UML is running a clinical and medico-legal practice and cannot have required attendance at Court cancelled at short notice without a fee being charged.
- 7.3.3 The Instructing Party must also appreciate that UML’s clinical patients cannot have their appointment times for surgery and clinics cancelled at the last minute, as they will have made arrangements for their treatment, therefore must be given adequate notice.
- 7.3.4 In view of what is stated above in this clause 7.3, UML will ensure that any date reserved for Court or attendance with Counsel is honoured by UML; subject to what is set out below in clauses 7.3.4.1 to 7.3.4.4, the reserving of time in UML’s schedule would not incur a charge.
 - 7.3.4.1 Two weeks prior to a Court attendance, UML’s office will contact the Instructing Party to confirm that the time that UML has reserved to attend Court is still required.
 - 7.3.4.2 No charges will be made for cancellation of attendance at Court if such cancellation is made more than 10 calendar days in advance of a Court attendance date.
 - 7.3.4.3 If a cancellation is made 7-10 calendar days before a Court date, a fee of £250 (no VAT applicable) per day (of time reserved for UML’s Court attendance) will be

payable by the Instructing Party; for the avoidance of doubt, this is independent of taxation.

7.3.4.4 If a cancellation is made within 7 calendar days in advance of a Court date, the full 100% of fees (with no VAT applicable) for that attendance will be payable by the Instructing Party, independent of taxation.

7.3.5 If an Instructing Party wishes to utilise UML's cancelled time for any educational purpose for their staff (as they will have paid for UML's time) UML is willing to attend the Instructing Party's premises (or other required location) on written request, provided always that the Instructing Party will pay the return train fare and (if relevant) accommodation and subsistence for UML's personnel.

8. MEDICAL RECORDS

8.1 It is expected at instruction that all relevant medico-legal records will be obtained from the relevant sources by the Instructing Party.

8.2 If during the course of evaluation, UML considers that further or updated medical records must be obtained, then UML will advise the Instructing Party of this requirement.

8.3 If further medical records are supplied after issue of a Report, further fees will be applicable in providing a revised Report.

8.4 It is expected that relevant imaging, with passwords, will be provided on CD-ROM or by secure on-line facility (ideally, in either case, by use of encryption).

8.5 UML's office can ask for medical records and imaging on the request of the Instructing Party, but an administrative fee will be charged in such circumstances.

8.6 UML is happy to receive medical records in paper form, on disc or on-line, as preferred by the Instructing Party.

8.7 Client is asked to note that due to volume restraints, UML is unable to store medical records after they have been reviewed, so such medical records will be returned by Special Delivery to the Instructing Party (or securely destroyed, on request) at the cost of the Instructing Party.

9. ARRANGEMENTS FOR APPOINTMENTS

- 9.1 For instructions in respect of which it is necessary to interview or examine an individual (i.e. the patient) appointments will be set; such appointments can be arranged by telephone or email with the patient and will be confirmed in writing.
- 9.2 The Instructing Party will be sent a copy of the confirmation of the appointments.
- 9.3 All patients will be requested to confirm the appointment time by telephone, email, or in writing. In the event that a patient has not confirmed their appointment time, UML's office reserves the right to cancel that appointment within a reasonable time; in such a case, UML will contact the patient and the Instructing Party with notice of the cancellation.
- 9.4 If a patient fails to attend a confirmed appointment, or cancels within 72 hours of that appointment, UML reserves the right to charge a cancellation fee (being the full 100% of fees) and the payment of such cancellation fee will be the responsibility of the Instructing Party.
- 9.5 For clinical reasons, or for attendance at Court, an appointment with a patient may need to be changed by UML. In the unlikely event that this is necessary, UML will ensure that significant flexibility will be offered by UML to the patient in re-arranging the appointment; however, UML cannot be held responsible for any non-refundable travel expenses incurred by the patient in the event of such necessary cancellation, unless the cancellation by UML occurs within 72 hours of the appointment.

10. ESTIMATION OF COSTS OF TREATMENT RECOMMENDED IN MEDICO-LEGAL REPORTS

- 10.1 UML will incorporate in its medico-legal costs estimate a figure for any recommended investigations and / or treatment in the UK private sector; but such figure is included only on the basis that UML will have no responsibility or liability for it as it is merely an estimated figure provided by UML in good faith.
- 10.2 For the avoidance of doubt, UML does not take any legal responsibility for the estimates referred to in clause 10.1 above, because they are not researched but rather are provided in good faith as a mere estimate of the potential cost of treatment; therefore, it is the responsibility of the Instructing Party to confirm the exact costs with the relevant provider.

- 10.3 On request, UML can provide formal time-limited costs for treatment in the UK private sector, but a fee will be applicable for such requests in respect of the time taken by UML in providing the relevant quotation.

11. CONFLICT OF INTEREST

- 11.1 UML will declare any conflict of interest in the provision of Claimant and Defendant Reports in both Personal Injury and Clinical Negligence matters.
- 11.2 For the avoidance of doubt, UML will not recommend any treatment to be undertaken where UML's Director, Andrew John Unwin, will be providing the treatment (surgical or non-surgical) either before or after settlement of the medico-legal litigation; all recommendations for treatment will be for providers other than UML to undertake.
- 11.3 On request, I am prepared to advise practitioners who specialise in certain aspects of care in the relevant geographical location for referral purposes for clinical treatment.

12. REFERRAL VIA INTERMEDIARY AGENCIES

- 12.1 Unless specifically agreed otherwise, UML does not undertake medico-legal work on referral from intermediary medico-legal agencies.
- 12.2 Without prejudice to the generality of what is stated above in clause 12.1, UML, by mutual agreement, can be instructed by an intermediary agency, but in this case the following will apply;
- 12.2.1 It is agreed that the Instructing Party (and not the agency) will be UML's Client
- 12.2.2 The Instructing Party will be ultimately responsible for UML's fees,
- 12.2.3 UML will not subscribe to the terms and conditions of the intermediary agency; and
- 12.2.4 In the event of default, liquidation or insolvency of the intermediary agency, the Instructing Party will be primarily and directly responsible for payment of all fees incurred.

13. CONFIDENTIALITY

- 13.1 UML will deal with all information it receives from Client in accordance with the provisions of the Data Protection Act 1998 and of any alterations to it or replacement of it, from time to time.
- 13.2 Client consents to UML's holding personal information that UML collects in relation to Client and processing it in any form and transferring it (excluding sending by email) but only for the purposes of providing UML's services.
- 13.3 UML will not disclose Client's confidential information unless required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.4 Client agrees that all information provided by UML in a Report is confidential and should not be released by Client to a third party without UML's written consent, other than for the purposes of the medico-legal litigation for which the instruction is made; such consent will not unreasonably be refused but must be authorised by UML in order to ensure that the recommendations of the General Medical Council ("GMC") are met.

14. INTELLECTUAL PROPERTY

- 14.1 UML is the exclusive owner of all our logos, advertising materials, databases and all other items of our IP including our IP's contents and formats which are protected by the laws governing copyright and database rights, as may be amended / augmented from time to time.
- 14.2 UML takes the protection of its Intellectual Property very seriously and will assertively pursue any unauthorized use of it, including any part or parts of it.

15. LIABILITIES, WARRANTIES AND DISCLAIMER

- 15.1 What is stated in this clause (as well as in any other clause excluding or restricting our liability) will, in addition to applying to UML, apply to the personnel of UML and any third party performing work for UML.

- 15.2 Nothing in the Agreement will exclude or limit UML's liability for: (a) negligence resulting in death or personal injury, (b) fraudulent misrepresentation; (c) anything else which cannot legally be excluded or limited, legally.
- 15.3 UML will have no liability for damage to Client where such damage was caused by or contributed to by Client.
- 15.4 Client must give UML reasonable opportunity to regulate any matter for which UML is liable before Client incurs costs in regulating the matter; in the event that Client fails so to give UML such an opportunity, then UML shall not have any liability to Client regarding the matter.
- 15.5 The liability of UML (including UML's own negligence) regarding the Services shall, for any one event or for a series of related events, be limited to the higher of: (a) 3 (three) times the total fees payable by Client, or (b) the sum of £10,000 (ten thousand Pounds).
- 15.6 Subject to what is stated above in this clause 15, in no event (including UML's negligence) will UML have any liability for: economic losses (including without limit, loss of revenues, profits, business or anticipated savings);^[SEP] loss of reputation;^[SEP] special, consequential or indirect losses; and / or damage to or loss of data.
- 15.7 The essential elements of UML's standard Disclaimer and Limitation on Liability are repeated below in Appendix A and form part of the Agreement and are to be construed in conjunction with what is stated in this clause 15, as follows:
- 15.7.1 Any action Client may take based upon the information provided in UML's Reports and / or any reliance Client may place on other information received from UML is at Client's own risk; and
- 15.7.2 **To the maximum extent permitted by law, UML EXCLUDES ALL LIABILITY (DIRECT OR INDIRECT) OF ANY KIND FOR ANY LOSS OR DAMAGE THAT MAY RESULT TO CLIENT OR TO ANY THIRD PARTY OR ENTITY**, whether arising in tort (including, without limitation, negligence) or contract, or otherwise, regarding the use of any information provided by UML by any person other than Client or by any other organisation.

16. INDEMNITY

16.1 Client will indemnify UML (including our directors, officers, employees, subcontractors, agents and affiliated companies) against all third party claims and liabilities related to Client's breach of this Agreement and / or to Client's use of the Services.

17. TERMINATION BY UML

17.1 UML reserves the right to terminate this Agreement upon giving written notice to the Client, without prejudice to any accrued rights under the Agreement, if the Client: (a) is dissolved, or becomes insolvent; or (b) makes a general assignment, arrangement or composition with its creditors.

17.2 Client shall provide UML with comprehensive instructions including whether the matter is pre-trial advice, or if litigation is likely and all timetabling information as far as is practicable, including track allocation. UML reserves the right to terminate this Agreement and to charge for work undertaken to that point, if Client (or anyone representing Client) shall have provided UML with information which is false or misleading and / or which may compromise the duty to the court of the personnel of UML.

18. TERMINATION BY CLIENT AND REFUNDS

18.1 If Client (being a business entity, as opposed to an individual) wishes to terminate this Agreement, it may do so upon giving written notice to UML.

18.2 In the event of cancellation as referred to above in clause 18.1, Client (or anyone representing Client) must pay UML for all work undertaken by UML up to the point that the written notice of cancellation is received by UML.

19. ENTIRE AGREEMENT

19.1 The Agreement (constituted by the Agreement Form and these T&C) comprises the entire agreement between the parties; it cancels any previous discussions, dealings and / or written statements and constitutes the whole of the rights and obligations of the parties.

19.2 Should any provision of these T&C be declared void by a competent authority, all remaining provisions shall remain in full effect.

19.3 Any failure by a party to take action regarding a breach by the other party of these T&C shall not be waiver by said first party of its right to take action in respect of such breach.

20. **JURISDICTION AND APPLICABLE LAW**

20.1 The parties agree that this contract shall be governed by the laws of English and Wales.

20.2 The parties will submit to the exclusive jurisdiction of the English courts.

APPENDIX A

LEGAL NOTICES OF UML, INCLUDING PRIVACY POLICY AND DATA PROTECTION STATEMENT

1. Application of these legal notices

These legal notices apply to your use of the service (“Service”) provided by Mr AJ Unwin – Medicolegal Limited (“UML”) and / or of the entire contents of the website of UML at www.unwinmedicolegal.com (“Website”). In the event that you become a client of UML (“Client”) then these legal notices will also form part of your agreement with UML (“Agreement”). UML has its registered office at Ground Floor, 6 Queens Square, Ascot Business Park, Lyndhurst Road, Ascot, Berkshire, SL5 9ED, United Kingdom. You should read these legal notices carefully and note that your use of the Service and / or of the Website indicates your full acceptance of these legal notices. If you do not agree fully to abide by the terms of these legal notices, you must not use the Services or the Website. UML reserves the right to revise these legal notices at any time. You should check the Website from time to time to review the current legal notices as they are binding on all users of the Service and / or of the Website.

2. Use of the content of the Service and of the Website

The content of the Service and of the Website may be referred to, jointly or separately, as “UML’s Materials”. Users of UML’s Materials must respect the copyright in them. The copyright and other intellectual property rights in all items in UML’s Materials (including, but not limited to, text, photographs and other graphical images) are, unless otherwise stated, owned by UML or the owners of the intellectual property (“IP”) who have licensed the IP to UML. You may print extracts of text from UML’s Materials for your own personal and non-commercial use, with the proviso that UML is identified as the source of UML’s Materials and provided also that the copyright of the IP owners is acknowledged in all copies. Any use of extracts from UML’s Materials for any purpose other than as described above, is prohibited. UML takes the protection of intellectual property very seriously and will assertively pursue any unauthorised use of it, including any part or parts of it.

3. Information on the Website

The Website contains information of a general nature. Although we have tried to ensure that the contents are accurate and up-to-date, we give no assurance to this effect. In particular, this material should not be relied upon for this, or any purpose which UML has not approved, in writing, in advance. UML excludes any liability that might arise from the Website and / or from UML’s documentation produced under the Service, to the fullest extent permitted by law, as more particularly described in the following section on Disclaimer and Limitation on Liability.

4. Disclaimer and Limitation on Liability

Any action you may take based upon the information on the Website and/or any reliance you place on such information is **STRICTLY AT YOUR OWN RISK**. UML provides the information contained in the Website for general information purposes only and such information is given only 'as is'. UML makes no representations about **AND GIVES NO WARRANTIES OF ANY KIND** (express or implied) concerning the completeness, accuracy, reliability, current validity, or suitability of any information or material provided in the Website. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, UML EXCLUDES ALL LIABILITY (DIRECT OR INDIRECT) OF ANY KIND FOR ANY LOSS OR DAMAGE THAT MAY RESULT TO YOU OR TO ANY THIRD PARTY OR ENTITY**, whether arising in tort (including, without limitation, negligence) or contract, or otherwise, regarding the use by you or by any other person or organisation of any information provided by us on the Website.

5. Visitor's material and conduct

You are prohibited from transmitting to or from the Website any material and content which is or may be considered defamatory, obscene, offensive, abusive, discriminatory, in breach of confidence, inflammatory, blasphemous, or which may cause annoyance or inconvenience, material in respect of which you have not obtained all necessary licences and / or approvals, material which could give rise to criminal or civil liability, or otherwise infringe the rights of any third party, in the UK or any other country in the world, or material which is technically harmful (including without limitation computer viruses, Trojans, worms, harmful components, corrupted data or other malicious software or harmful data). UML and the other owners of the IP will co-operate with any law enforcement authority or with any court order requesting or directing UML to disclose the identity or locate anyone transmitting any material in breach of these legal notices. UML expressly reserves the right to revoke the rights granted above for breach of these terms and to take any action which it considers appropriate.

6. Links

You are permitted to propose a link to the Website provided that in doing so it is clear that the visitor is leaving your website or other medium from which the link is made and entering a separate website. The link to the Website must open in a full standard browser window and the link must be to the "Home" page of the Website. UML reserves the right to withdraw, at any time, your right to propose a link to the Website and you shall ensure that you promptly comply with any request to remove or withdraw such a link. The Website includes links to other websites, but it is understood and accepted by all users of the Website that these other websites and the content, products and services available through them are not under the control of UML and should not be considered to be endorsed by or approved by UML.

7. General

If any provision of these legal notices is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these legal notices shall continue to be valid. Nothing in these legal notices shall exclude or limit the liability of UML for death or personal injury, fraud, or any liability which cannot be excluded or limited at law. These legal notices shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

8. Privacy Policy and Data Protection Statement

a) The Privacy Policy and Data Protection Statement of UML applies as follows

When you agree to obtain the Service from UML, the Privacy Policy will apply also to the Agreement that you, the Client make with UML for the supply of UML's Service and the Privacy Policy will form part of such Agreement. The privacy policy ("Privacy Policy") provided in this notification will also apply to the Website. Furthermore, UML is a UK-registered company, so must comply with the UK's Data Protection legislation from time to time (as well as with relevant EU and EEC regulations) to ensure that any data provided is processed with proper care and attention. In any event, however, the Director of UML is personally committed to safeguarding the privacy of each Client and the following explains UML's practices of information-gathering in relation to the Agreement and / or the Website.

b) Data that UML must collect from Client

UML invites Client to contact UML with requests for UML's Service. When Client makes such a request for the Service, Client must provide to UML certain, limited items of personal data, which data would include (at least) Client's name, full home address (including post code) phone number and email address. To enable the purchase of the Service to be effected, payment details will also be required. Certain further items of Client's personal data may also be needed by UML to enable it to effect the Service. We do not store credit card details, nor do we share financial details with any third parties.

c) Safeguarding of data

Under the Data Protection legislation and rules of the UK, the EU and the EEC, there is an obligation on UML to comply with certain practices to ensure that any data given to UML is processed with proper care and attention. In any event, however, UML is committed to safeguarding the privacy of Clients. UML uses strong, proprietary security measures to guard against any misuse or removal of the data contained in its database. Please note that while UML shall use proper care as regards the transmission of data, it must be understood and

accepted by all parties using UML's Service that the internet is inherently unstable and such instability includes its security; consequently, UML cannot guarantee the security of any data transmitted via the internet (by way of example, but not necessarily exclusively, email) and shall have no liability for any disclosure resulting from the instability of the internet.

d) Highly-limited access to your data

In relation to the very few items of data UML requires to collect from Client in order to provide the Service, UML secures such data carefully and securely. Only the Director of UML has access to such data and UML will not disclose to third parties unconnected with UML any personal data which Client provides to UML without Client's prior, written consent, unless the governing law requires otherwise. No item of Client's data will be sold to or otherwise provided to third parties for any marketing purpose, though UML may send Client marketing information from time to time unless Client informs UML that they do not wish to receive such marketing information; for the avoidance of doubt, Client can change his / her mind at any time as regards future receipt or non-receipt of such marketing information.

e) Compliance with UK / EU / EEA data protection legislation: 1 of these 3 situations will apply:

UK: UML applies its Privacy Policy with full compliance with and reference to the Data Protection legislation of the United Kingdom, based on The Data Protection Act 1998 ("DPA") as may be altered or replaced from time to time. UML treats its responsibility in this regard very seriously and is registered with the UK's Information Commissioner, under Registration reference: A8190623.

EU: In addition to compliance with the DPA, UML will comply with the provisions of the current, relevant European Union directives, as well as any new rules, regulations, or legislation that may come into force at any time.

EEA: In compliance with the relevant legislation and regulations of the European Economic Area ("EEA") regarding data protection, a Client who resides in the EEA is hereby informed that the data controller of UML is: Mr AJ Unwin – Medicolegal Limited, Ground Floor, 6 Queens Square, Ascot Business Park, Lyndhurst Road, Ascot, Berkshire, SL5 9ED, United Kingdom, registered under company registration number 07117167.

f) Consent

By a Client's use of the Website and / or the Services of UML, Client agrees to the terms and conditions of this Privacy Policy and consents to UML's collection of and processing of the few items of data requested by UML to enable UML to provide the Services.

g) Links to third party sites

Where the Site contains links to third-party sites, this Privacy Policy does not apply to such sites.

h) Accessing, Correcting, or Removing Client's Data

Client has the right to check whether UML holds personal data about them, to access such personal data and to correct any personal data about them that is inaccurate or out-of-date. If Client wishes to exercise their right of access to their personal information, or if they wishes to make further inquiries or complaints about the Privacy Policy of UML, Client should send an email for the attention of the Director of UML at: andrew.unwin@windsorkneeclinic.co.uk In the event that Client wishes access to their personal information, Client will require to verify their identity to UML. For providing such access, UML will not make a charge to Client. It is understood and accepted that the processing of such an application for access may take up to 30 days. Where the disclosing of an item of information would interfere with the privacy rights of another person, or where it would breach confidentiality attaching to that item of information, UML will be obliged to withhold access from certain portions of Client's database record.

i) 'Cookies' and their use

'Cookies' are small items of data stored by the browser on the computer's hard drive. UML may use cookies, to let Clients move through the Website without the need to re-submit data for each fresh page.

j) Changes to UML's Privacy Policy

In the event that UML makes changes to its privacy policy (whether e.g. for business reasons, or because of legislative changes) such alterations will be posted on these Privacy Policy pages and may also be announced via the Website.

VARIATIONS TO AGREEMENT

The following variations to this agreement are agreed as follows;

IN WITNESS WHEREOF, the Parties sign this Agreement as of the date first above mentioned and their signatures shall constitute this as a valid and binding Agreement.

The **CLIENT** agrees to the above agreement, and defers to the medical agency purely in respect of direct payment of fees, but remains responsible for the ultimate payment of fees, and agrees to the Terms and Conditions of this agreement irrespective of the Terms and Conditions of the medical agency.

Signed for and on behalf of
MR AJ UNWIN - MEDICOLEGAL LIMITED

Signed for and on behalf of
[CLIENT]

Director

Signed

Andrew John Unwin
Director

Name

Title

In the presence of:

In the presence of:

Witness signature:

Witness signature:

Name:

Name:

Address:

Address:

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