INDEPENDENT MEDICO-LEGAL EXPERT REPORTS LTD

t/a I M L E R



Terms of Business for the Provision of Expert Witness Agency and Case Management Services

Version 3.1

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INDEPENDENT MEDICO-LEGAL EXPERT REPORTS

1. Definitions and Interpretation

1.1 Definitions

In these Terms, unless the context otherwise requires:

Agency Management Fee means the fee charged by IMLER for sourcing, identifying, selecting, instructing, coordinating and managing the appointment of an Expert, together with the administration of the Instruction, liaison with the Client and the Expert, document management, appointment coordination, progress monitoring, invoicing, payment administration and all associated case management services.

Applicable Law means all applicable legislation, regulations, statutory instruments, common law, professional rules, regulatory requirements and codes of practice relating to the Services or an Instruction.

Business Day means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.

Client means the individual, firm, company, solicitor, barrister, insurer, local authority, organisation, public body or other person instructing IMLER to provide the Services.

Confidential Information means all confidential, proprietary or commercially sensitive information disclosed by one party to the other, including medical records, witness statements, pleadings, reports, correspondence, quotations, pricing information, Expert information, business information and Personal Data.

Court includes any court, tribunal, arbitration, inquiry, disciplinary body or other judicial or quasi-judicial forum.

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Disbursements means all third-party costs and expenses incurred in connection with an Instruction, including travel expenses, accommodation, courier charges, interpreter fees, medical record fees, imaging costs, transcription charges and similar expenses.

Expert means any independent medical practitioner, consultant, psychologist, psychiatrist, therapist, nurse, healthcare professional or other suitably qualified specialist sourced, introduced or instructed by IMLER.

Fees means all sums payable by the Client to IMLER under these Terms, including the Professional Fee, Agency Management Fee, cancellation charges, Court attendance fees, Disbursements, VAT (where applicable) and any other sums payable under these Terms.

IMLER means Independent Medico-Legal Expert Reports Ltd (Company No. 17192992) trading as **IMLER**.

Instruction means any request by or on behalf of the Client for IMLER to source, identify, introduce, appoint, coordinate or manage an Expert or otherwise provide the Services.

Instruction Date means the date on which a binding contract is formed in accordance with Clause 3.

Introduced Expert means any Expert whose identity, curriculum vitae, contact details, availability, fee quotation or willingness to accept an Instruction has been disclosed or communicated to the Client by IMLER, or whose engagement or acceptance of an Instruction has been secured by IMLER, whether or not the Instruction ultimately proceeds.

Personal Data has the meaning given in the UK General Data Protection Regulation and the Data Protection Act 2018.

Professional Fee means the fee charged by an Expert for providing professional services in connection with an Instruction, excluding VAT unless expressly stated otherwise.

Quotation means any written quotation, estimate or fee proposal issued by IMLER.

Report means any medico-legal report, supplementary report, addendum report, amended report, conference report, response to CPR Part 35 Questions, joint statement or any other written opinion prepared by an Expert.

Services means the medico-legal agency, instruction management and case management services provided by IMLER, including:

(a) identifying suitable Experts;

(b) obtaining quotations and availability;

(c) securing acceptance of Instructions;

(d) coordinating appointments;

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(e) transmitting and managing documentation;

(f) liaising with Clients, Experts and third parties;

(g) monitoring the progress of Instructions;

(h) arranging supplementary reports, conferences, joint statements and Court attendance;

(i) administering invoicing and payments; and

(j) all ancillary services reasonably connected with an Instruction.

Terms means these Terms of Business, as amended from time to time.

VAT means Value Added Tax chargeable under the Value Added Tax Act 1994 or any replacement legislation.

Writing includes email, secure online portals and any other electronic communication capable of being stored and reproduced.

1.2 Interpretation

Unless the context otherwise requires:

1. Words importing the singular include the plural and vice versa.
2. Words importing one gender include all genders.
3. References to a person include an individual, partnership, limited liability partnership, company, corporation, public authority or other legal entity.
4. References to legislation include any amendment, replacement or re-enactment of that legislation.
5. Headings are for convenience only and do not affect interpretation.
6. References to clauses are references to clauses within these Terms.
7. The words *including*, *includes*, *such as* and *in particular* are illustrative only and shall not limit the meaning of the preceding words.
8. Where an obligation is imposed on more than one person, that obligation shall be joint and several.
9. References to Writing include electronic communications unless expressly stated otherwise.

1.3 Basis of Introduction

The Client acknowledges that IMLER's business comprises the identification, sourcing, engagement, coordination and management of independent Experts and that IMLER's Agency Management Fee is payable in consideration of those Services and is separate from the Professional Fee charged by the Expert.

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The Agency Management Fee is earned by IMLER upon successfully securing an Expert's agreement in principle to accept an Instruction and commencing the management of that Instruction, subject to these Terms.

1.4 Prior Contact with an Expert

The Client shall notify IMLER before requesting IMLER to approach or instruct any Expert where the Client has previously contacted, attempted to contact or negotiated directly with that Expert concerning the proposed Instruction.

Where the Client fails to provide such notification and IMLER subsequently secures the Expert's availability, Professional Fee quotation or agreement to accept the Instruction, the Expert shall be deemed to have been introduced and secured by IMLER for the purposes of these Terms.

The Client acknowledges that IMLER's entitlement to its Agency Management Fee arises from successfully securing and managing the Expert's engagement, irrespective of any previous unsuccessful, incomplete or unproductive approach made by the Client.

1.5 Status of Introduced Experts

An Expert shall be regarded as an Introduced Expert where IMLER has undertaken any one or more of the following:

(a) identified or recommended the Expert to the Client;

(b) provided the Expert's curriculum vitae, profile or professional details;

(c) obtained or communicated the Expert's availability;

(d) obtained or communicated the Expert's Professional Fee quotation;

(e) secured the Expert's agreement to accept an Instruction;

(f) coordinated or administered any aspect of the Instruction; or

(g) otherwise facilitated the engagement of the Expert.

An Expert shall remain an Introduced Expert notwithstanding that the Instruction is cancelled, withdrawn, not proceeded with, or subsequently recommenced.

SECTION 2 – Scope of Services

2.1 Appointment of IMLER

The Client appoints IMLER to provide independent medico-legal agency and case management services in accordance with these Terms.

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IMLER acts as an intermediary between the Client and the Expert and provides professional agency services including the sourcing, identification, selection, instruction, coordination and administration of independent Experts.

IMLER shall exercise reasonable skill, care and diligence in providing the Services.

2.2 Nature of the Services

The Services may include, where applicable:

(a) identifying suitably qualified Experts;

(b) obtaining fee quotations and availability;

(c) recommending suitable Experts based upon the Client's requirements;

(d) transmitting Instructions and supporting documentation;

(e) coordinating appointments, examinations and conferences;

(f) managing communications between the Client and the Expert;

(g) monitoring progress and agreed timescales;

(h) arranging supplementary reports, addenda, CPR Part 35 Questions, joint statements and Court attendance;

(i) administering invoices and payments;

(j) providing ongoing case management support throughout the Instruction.

The Services provided shall depend upon the requirements of each individual Instruction.

2.3 Independent Status of Experts

All Experts introduced by IMLER are independent professionals.

The Expert is solely responsible for:

(a) the opinions expressed in any Report;

(b) compliance with applicable professional obligations;

(c) compliance with the Civil Procedure Rules, Practice Directions and any applicable Court or Tribunal requirements;

(d) maintaining appropriate professional registration, accreditation and indemnity insurance; and

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(e) the professional standard of the services they provide.

Nothing in these Terms shall be construed as creating a relationship of employer and employee, partnership or agency between IMLER and any Expert.

2.4 No Guarantee of Outcome

Whilst IMLER will use reasonable endeavours to identify an appropriate Expert and facilitate the Instruction, IMLER does not warrant or guarantee that:

(a) an Expert will accept an Instruction;

(b) an appointment will be available within any particular timeframe;

(c) a Report will support the Client's case;

(d) Court proceedings will be successful;

(e) any Expert will reach a particular opinion or conclusion.

The Client acknowledges that an Expert's overriding duty is to the Court and not to the Client or IMLER.

2.5 Selection of Experts

Unless expressly instructed otherwise by the Client, IMLER may determine which Expert it considers most appropriate for the Instruction, taking into account:

- speciality;
- experience;
- qualifications;
- location;
- availability;
- cost proportionality;
- potential conflicts of interest;
- Court deadlines; and
- any other relevant factors.

Where multiple Experts are available, IMLER may provide one or more recommendations but shall not be obliged to provide every available Expert.

2.6 Availability

Any quotation or indication of availability provided by an Expert is subject to change until the Instruction has been formally accepted by the Expert.

IMLER shall not be liable where an Expert subsequently becomes unavailable through circumstances outside IMLER's reasonable control.

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2.7 Replacement Experts

Where an Expert becomes unavailable before completion of the Instruction, IMLER shall use reasonable endeavours to identify a suitable replacement.

The Client acknowledges that:

(a) replacement may not always be possible;

(b) replacement may result in revised fees or timescales;

(c) any additional work reasonably undertaken by IMLER may give rise to additional Agency Management Fees

2.8 No Exclusivity

Nothing in these Terms obliges IMLER to accept every proposed Instruction.

IMLER reserves the right to decline any Instruction where:

(a) no suitable Expert can be identified;

(b) the proposed timescale is unreasonable;

(c) a conflict of interest exists;

(d) the Instruction falls outside IMLER's areas of expertise;

(e) the Client has overdue invoices or has otherwise breached these Terms; or

(f) IMLER reasonably considers that accepting the Instruction would expose it or an Expert to legal, regulatory or reputational risk.

2.9 Client Reliance

The Client acknowledges that it relies upon IMLER's expertise in sourcing appropriately qualified Experts and managing Instructions.

Accordingly, the Client shall not circumvent or seek to circumvent IMLER's role in relation to any Introduced Expert except with IMLER's prior written consent.

SECTION 3 – INSTRUCTIONS AND FORMATION OF CONTRACT

3.1 Request for Services

3.1.1 The Client may request that IMLER provide the Services by submitting an enquiry or Instruction in writing, by email, by telephone, through an online portal or by any other method accepted by IMLER.

3.1.2 An enquiry or request for information shall not, of itself, create any contractual obligation between the Client and IMLER.

3.1.3 IMLER shall be under no obligation to accept any proposed Instruction.

3.2 Quotations

3.2.1 Following receipt of sufficient information, IMLER may issue a Quotation setting out, where applicable:

(a) the proposed Expert;

(b) the Professional Fee;

(c) the Agency Management Fee;

(d) anticipated Disbursements;

(e) estimated timescales;

(f) any assumptions, exclusions or limitations; and

(g) any special conditions applicable to the Instruction.

3.2.2 Unless expressly stated otherwise, every Quotation shall remain valid for twenty-eight (28) days from the date of issue.

3.2.3 A Quotation may be withdrawn, revised or replaced by IMLER at any time before acceptance where circumstances change, including changes to Expert availability or Professional Fees.

3.3 Acceptance of a Quotation

3.3.1 A Quotation shall be deemed accepted where the Client:

(a) confirms acceptance in writing;

(b) instructs IMLER to proceed;

(c) supplies documentation for transmission to the Expert;

(d) requests an appointment to be arranged;

(e) requests IMLER to approach, reserve or secure an Expert; or

(f) otherwise acts in a manner reasonably indicating acceptance of the Quotation.

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3.3.2 Upon acceptance of a Quotation, a legally binding contract shall arise between the Client and IMLER incorporating these Terms.

3.4 Instructions Without a Formal Quotation

3.4.1 Where, at the Client's request, IMLER commences work before issuing a formal Quotation, the Client shall be deemed to have accepted these Terms.

3.4.2 The Client shall remain liable for all applicable Fees notwithstanding that no formal Quotation has been issued.

3.5 Authority to Instruct

3.5.1 The person giving an Instruction warrants that they have full authority to bind the Client.

3.5.2 Where an Instruction is given on behalf of another person or organisation, both the instructing individual and the Client may be jointly and severally liable for all Fees unless otherwise agreed by IMLER in writing.

3.6 Information Provided by the Client

3.6.1 The Client shall provide all information reasonably required to enable IMLER to source and instruct an appropriate Expert.

3.6.2 Such information may include:

(a) the nature of the claim;

(b) the relevant medical speciality;

(c) Court or procedural deadlines;

(d) medical records;

(e) witness statements;

(f) pleadings;

(g) letters of instruction;

(h) schedules of loss; and

(i) any other information reasonably required by IMLER or the Expert.

3.6.3 The Client warrants that all information supplied is accurate, complete and not misleading to the best of its knowledge.

3.7 Continuing Duty to Update Information

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3.7.1 The Client shall promptly notify IMLER of any material change affecting an Instruction including, without limitation:

(a) revised Court timetables;

(b) settlement negotiations;

(c) discontinuance or withdrawal of proceedings;

(d) additional documentation;

(e) changes to the issues requiring expert opinion; or

(f) any matter likely to affect the Expert's work.

3.8 Commencement of Services

3.8.1 Unless otherwise agreed in writing, IMLER may commence the Services immediately upon acceptance of an Instruction.

3.8.2 Such Services may include:

(a) identifying suitable Experts;

(b) approaching and communicating with Experts;

(c) negotiating Professional Fees;

(d) obtaining availability;

(e) transmitting documentation;

(f) arranging appointments;

(g) coordinating the Instruction; and

(h) undertaking all associated case management activities.

3.9 Formation of Contract

3.9.1 A binding contract shall arise upon the earliest of:

(a) the Client accepting a Quotation;

(b) IMLER accepting an Instruction;

(c) IMLER commencing the Services at the Client's request; or

(d) an Expert accepting an Instruction following an approach made by IMLER on behalf of the Client.

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3.9.2 The Client acknowledges that these Terms shall govern every Instruction unless otherwise agreed by IMLER in writing.

3.10 Agency Management Fee

3.10.1 The Client acknowledges that the Agency Management Fee is consideration for the professional agency and case management services provided by IMLER and is separate from the Professional Fee charged by the Expert.

3.10.2 Unless otherwise expressly agreed in writing, the Agency Management Fee shall be earned and become payable immediately upon IMLER successfully securing an Expert's agreement in principle to accept the Instruction.

3.10.3 The Client acknowledges that substantial work may be undertaken by IMLER before an Expert prepares a Report, including sourcing, negotiating, coordinating and managing the Instruction.

3.10.4 The subsequent cancellation, withdrawal, settlement, discontinuance or conclusion of the matter shall not, of itself, extinguish the Client's liability for the Agency Management Fee, which shall remain payable subject to the cancellation provisions contained in these Terms.

3.11 Cancellation Prior to Expert Acceptance

3.11.1 Where the Client withdraws an Instruction before IMLER has secured an Expert's agreement to accept the Instruction, IMLER reserves the right to charge a reasonable Agency Management Fee reflecting the work undertaken prior to cancellation.

3.11.2 Any such charge shall be assessed having regard to the time spent and work carried out by IMLER.

3.12 Right to Decline or Withdraw

3.12.1 IMLER reserves the right, at its absolute discretion, to decline or withdraw from any proposed Instruction where:

(a) no suitable Expert can be identified;

(b) an actual or potential conflict of interest exists;

(c) the Client fails to provide adequate information;

(d) the Client has outstanding unpaid invoices;

(e) acceptance would expose IMLER or an Expert to legal, regulatory or reputational risk; or

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(f) IMLER otherwise reasonably considers that it would be inappropriate to proceed.

3.12.2 Where IMLER withdraws before securing an Expert, no Agency Management Fee shall be payable other than in respect of work already authorised by the Client.

3.13 Confidentiality of Expert Information

3.13.1 Unless otherwise agreed by IMLER in writing, IMLER may withhold the identity and contact details of any proposed Expert until the Client has accepted the Quotation or otherwise instructed IMLER to proceed with the Instruction.

3.13.2 Prior to acceptance of the Quotation, any curriculum vitae, professional profile, fee quotation, availability information or other information provided by IMLER concerning a proposed Expert is supplied solely for the purpose of enabling the Client to consider the proposed Instruction.

3.13.3 Such information remains the Confidential Information of IMLER and shall not be copied, disclosed to any third party, retained for future use or used directly or indirectly to contact, identify or engage the Expert outside IMLER.

3.13.3A Disclosure of Expert Information

Any curriculum vitae, professional profile, quotation, availability information or other identifying information relating to a proposed Expert is supplied strictly in confidence solely for the purpose of enabling the Client to consider whether to instruct IMLER.

The Client shall not copy, retain, disclose, circulate or use such information for any purpose other than evaluating the proposed Instruction, including identifying, contacting or instructing the Expert directly or indirectly other than through IMLER.

Where the Client does not wish to proceed with the proposed Instruction, the Client shall promptly destroy or permanently delete all copies of such information upon request by IMLER and shall not retain it for future use

3.13.4 The Client acknowledges that the identity, availability, Professional Fee, professional profile and other identifying information relating to proposed Experts constitute valuable confidential business information and form part of IMLER's goodwill, expert network and legitimate commercial interests.

3.13.5 The Client shall not use any information supplied by IMLER to bypass, circumvent or avoid IMLER's involvement in any Instruction.

3.13.6 Any breach of this clause shall constitute a material breach of these Terms and shall entitle IMLER to exercise its rights under Clause 8 (Non-Circumvention), together with any other rights or remedies available at law or under these Terms.

3.14 Intellectual Property in Expert Information

3.14.1 All curriculum vitae, professional profiles, fee quotations, availability information, reports, databases, panel information and other materials supplied by IMLER remain the property of IMLER or the relevant Expert (as applicable).

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3.14.2 No licence is granted to the Client to use such information other than for considering or progressing the relevant Instruction through IMLER.

3.14.3 The Client shall not reproduce, distribute, store, use or exploit such information for any other purpose.

3.14.4 If no Instruction proceeds, the Client shall, upon request, permanently delete or destroy all copies of the Expert's CV and associated information.

SECTION 4 – CLIENT OBLIGATIONS

4.1 General Obligations

4.1.1 The Client shall:

(a) act in good faith in all dealings with IMLER;

(b) provide all information reasonably required to enable IMLER and the Expert to perform the Services;

(c) provide clear, accurate and lawful Instructions;

(d) cooperate fully with IMLER throughout the Instruction;

(e) comply with these Terms and any applicable Professional Fee Terms; and

(f) respond promptly to all reasonable requests for information, clarification or approval.

4.2 Accuracy of Information

4.2.1 The Client warrants that all information supplied to IMLER is, to the best of its knowledge:

(a) accurate;

(b) complete;

(c) current; and

(d) not misleading.

4.2.2 IMLER shall be entitled to rely upon all information supplied by the Client without undertaking independent verification.

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4.2.3 The Client shall immediately notify IMLER if it becomes aware that any information previously supplied is inaccurate, incomplete or misleading.

4.3 Provision of Documentation

4.3.1 The Client shall provide all documentation reasonably requested by IMLER or the Expert within the requested timescales.

4.3.2 Documentation shall be supplied in a complete, legible and accessible format unless otherwise agreed.

4.3.3 Where documentation is incomplete, delayed or unsuitable, neither IMLER nor the Expert shall be responsible for any resulting delay.

4.3.4 Any additional work arising from late, incomplete or revised documentation may result in additional Professional Fees and/or Agency Management Fees.

4.4 Court Timetables and Procedural Deadlines

4.4.1 The Client shall notify IMLER as soon as reasonably practicable of:

(a) Court directions;

(b) reporting deadlines;

(c) hearing dates;

(d) trial dates;

(e) limitation dates; and

(f) any other procedural timetable relevant to the Instruction.

4.4.2 IMLER shall not be liable where any deadline cannot reasonably be met because it was not disclosed or was disclosed too late to allow reasonable compliance.

4.5 Continuing Duty to Update

4.5.1 The Client shall immediately notify IMLER of any material change affecting an Instruction, including:

(a) settlement negotiations;

(b) settlement of the claim;

(c) discontinuance of proceedings;

(d) amendments to pleadings;

(e) revised Court directions;

(f) additional documentation;

(g) changes to the issues requiring expert opinion;

(h) withdrawal of the need for expert evidence; or

(i) any other matter likely to affect the Instruction.

4.6 Responsibility for Instructions

4.6.1 The Client remains solely responsible for:

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(a) determining whether expert evidence is required;

(b) identifying the issues upon which expert opinion is sought;

(c) ensuring that any Letter of Instruction complies with applicable procedural rules;

(d) compliance with Court Orders; and

(e) the conduct of the underlying legal proceedings.

4.6.2 Nothing in these Terms transfers any litigation responsibility from the Client to IMLER.

4.7 Dealings with Experts

4.7.1 The Client shall treat all Experts professionally and courteously.

4.7.2 The Client shall not:

(a) seek to influence an Expert improperly;

(b) request an Expert to alter, amend or suppress an honestly held opinion;

(c) ask an Expert to act contrary to their professional duties; or

(d) place unreasonable pressure upon an Expert.

4.7.3 The Client acknowledges that every Expert owes an overriding duty to the Court rather than to the Client or IMLER.

4.8 Communications with Experts

4.8.1 Unless expressly authorised by IMLER or required by law or the Civil Procedure Rules, the Client shall not communicate directly with an Introduced Expert regarding:

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(a) Professional Fees;

(b) appointments;

(c) availability;

(d) payment arrangements;

(e) future Instructions; or

(f) variations to the Instruction.

4.8.2 All routine communications relating to the management of an Instruction shall be conducted through IMLER.

4.9 Compliance with Professional Fee Terms

4.9.1 The Client agrees to comply with all Professional Fee Terms communicated by IMLER on behalf of the Expert.

4.9.2 The Client acknowledges that different Experts may impose different Professional Fee Terms, including requirements for:

(a) payment in advance;

(b) payment before release of a Report;

(c) payment before Court attendance;

(d) payment before supplementary work;

(e) staged payments; or

(f) other reasonable payment conditions.

4.9.3 Failure to comply with the Professional Fee Terms may result in suspension or cancellation of the Instruction.

4.10 Confidentiality of Expert Information

4.10.1 The Client shall keep confidential all information supplied by IMLER relating to any Introduced Expert.

4.10.2 Such information shall only be used for the purpose of the relevant Instruction and shall not be copied, disclosed or retained for any other purpose except where required by law or the Court.

4.11 No Circumvention

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4.11.1 The Client shall not use any information obtained through IMLER to identify, contact, engage or attempt to engage an Introduced Expert outside IMLER except with IMLER's prior written consent.

4.11.2 This obligation is without prejudice to Clause 8 (Non-Circumvention).

4.12 Responsibility for Payment

4.12.1 The Client remains responsible for payment of all Fees irrespective of:

(a) recovery of costs from another party;

(b) the outcome of litigation;

(c) any insurance arrangements;

(d) legal expenses insurance;

(e) public funding;

(f) third-party funding; or

(g) any costs Order made by a Court.

4.13 Consequences of Breach

4.13.1 Where the Client breaches these Terms, IMLER may, without prejudice to any other rights or remedies:

(a) suspend the Services;

(b) suspend or cancel any Instruction;

(c) decline future Instructions;

(d) withhold Reports where permitted by law and consistent with the applicable Professional Fee Terms;

(e) recover any losses resulting from the breach; and

(f) pursue any other contractual or legal remedy available.

4.14 Client Delays and Failure to Cooperate

4.14.1 The Client shall provide all information, documentation, approvals, responses, payments and instructions reasonably required by IMLER and the Expert within the timescales reasonably requested.

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4.14.2 Where the Client fails to comply with clause 4.14.1, IMLER shall not be responsible for any resulting:

(a) delay in sourcing or appointing an Expert;

(b) delay in arranging appointments;

(c) delay in preparation or delivery of any Report;

(d) inability to comply with Court directions or procedural deadlines;

(e) cancellation or postponement of appointments;

(f) additional Professional Fees;

(g) additional Agency Management Fees;

(h) cancellation charges imposed by an Expert;

(i) loss of an Expert's availability; or

(j) any other loss, cost or delay arising directly or indirectly from the Client's failure.

4.14.3 Where the Client's delay or omission results in additional work being undertaken by IMLER, IMLER reserves the right to charge an additional Agency Management Fee reflecting the additional work reasonably carried out.

4.14.4 The Client acknowledges that Experts are independent professionals whose availability may change without notice and that delays attributable to the Client may require the appointment of an alternative Expert or revised Professional Fees.

4.15 Mitigation of Delay

4.15.1 Where the Client's acts or omissions materially delay an Instruction, IMLER shall use reasonable endeavours to minimise the resulting disruption but shall not guarantee that existing appointments, reporting dates, Court deadlines, Professional Fees or Expert availability can be preserved.

4.16 Preservation of Fees

4.16.1 Any delay, suspension, amendment, postponement or recommencement of an Instruction shall not affect IMLER's entitlement to payment for Services already performed.

4.16.2 The Professional Fee, Agency Management Fee and any other Fees properly incurred before such delay, suspension, amendment, postponement or recommencement shall remain payable in accordance with these Terms and the applicable Professional Fee Terms.

SECTION 5 – PROFESSIONAL FEES, AGENCY MANAGEMENT FEES, PAYMENT AND CREDIT TERMS

5.1 General

5.1.1 The Client agrees to pay all Fees arising from an Instruction in accordance with these Terms.

5.1.2 The Fees payable by the Client may comprise:

(a) the Professional Fee;

(b) the Agency Management Fee;

(c) Disbursements;

(d) cancellation charges;

(e) conference fees;

(f) supplementary report fees;

(g) Court attendance fees;

(h) expedited reporting charges;

(i) any other Fees notified by IMLER in connection with the Instruction; and

(j) Value Added Tax ("VAT"), where applicable.

5.1.3 Unless expressly stated otherwise, all Fees are exclusive of VAT.

5.1.4 The Client acknowledges that the Professional Fee and the Agency Management Fee are separate charges payable in respect of the same Instruction and are subject to different contractual arrangements under these Terms.

Professional Fees

5.2 Professional Fee

5.2.1 The Professional Fee is determined solely by the Expert.

5.2.2 IMLER communicates the Professional Fee on behalf of the Expert but does not determine, negotiate or control the amount of that fee.

5.2.3 The Client acknowledges that different Experts may charge different Professional Fees for similar or comparable work, having regard to their qualifications, experience, specialism and availability.

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5.2.4 Acceptance of a Quotation constitutes acceptance of the Professional Fee applicable to that Instruction.

5.3 Professional Fee Terms

5.3.1 Each Expert is entitled to determine their own Professional Fee Terms.

5.3.2 The Professional Fee Terms may include, without limitation:

(a) payment in advance;

(b) payment before release of a Report;

(c) payment before Court attendance;

(d) payment before preparation of supplementary or addendum reports;

(e) payment before attendance at conferences;

(f) staged payments;

(g) cancellation charges;

(h) expedited reporting fees;

(i) waiting time charges;

(j) travel and accommodation expenses; and

(k) any other reasonable payment or engagement terms imposed by the Expert.

5.3.3 IMLER shall notify the Client of the applicable Professional Fee Terms before or at the time of the Instruction wherever reasonably practicable.

5.3.4 By proceeding with an Instruction, the Client agrees to comply with the applicable Professional Fee Terms.

5.3.5 IMLER shall not be responsible for varying, negotiating or waiving an Expert's Professional Fee Terms.

Agency Management Fees

5.4 Agency Management Fee

5.4.1 The Agency Management Fee is charged by IMLER in consideration of the professional agency and case management services provided in connection with an Instruction.

5.4.2 Those services include, without limitation:

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(a) identifying suitable Experts;

(b) obtaining quotations and availability;

(c) securing an Expert's agreement in principle to accept an Instruction;

(d) coordinating appointments;

(e) transmitting documentation;

(f) liaising with the Client and the Expert;

(g) monitoring the progress of the Instruction;

(h) arranging supplementary work, conferences and Court attendance where required;

(i) administering invoices and payments; and

(j) providing all associated case management and administrative services.

5.4.3 The Agency Management Fee is separate from and additional to the Professional Fee.

5.4.4 Unless otherwise agreed in writing, the Agency Management Fee shall be calculated in accordance with IMLER's Agency Management Fee Schedule.

5.4.5 The Agency Management Fee is earned immediately upon IMLER successfully securing an Expert's agreement in principle to accept the Instruction and shall become payable in accordance with the applicable invoice and payment terms.

5.5 Agency Management Fee Schedule

5.5.1 IMLER shall maintain an Agency Management Fee Schedule setting out the basis upon which the Agency Management Fee is calculated.

5.5.2 The Agency Management Fee Schedule is incorporated into these Terms by reference.

5.5.3 The version of the Agency Management Fee Schedule in force on the date of the Quotation shall apply to the relevant Instruction.

5.5.4 IMLER may amend the Agency Management Fee Schedule from time to time. Any amendment shall apply only to Quotations issued after the revised schedule takes effect.

5.6 Quotations

5.6.1 Wherever reasonably practicable, IMLER shall provide the Client with a Quotation before an Instruction proceeds.

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5.6.2 A Quotation may identify:

(a) the Professional Fee;

(b) the Agency Management Fee;

(c) anticipated Disbursements;

(d) VAT, where applicable; and

(e) any known Professional Fee Terms applicable to the Instruction.

5.6.3 Unless otherwise stated, a Quotation shall remain valid for the period specified within it or, where no validity period is stated, for a reasonable period having regard to the Expert's availability.

5.6.4 A Quotation may be withdrawn or revised before acceptance where the Expert's availability, Professional Fee or other material circumstances change.

5.6.5 Where additional work becomes necessary after acceptance of a Quotation, further Professional Fees, Agency Management Fees or Disbursements may become payable.

5.7 Additional Work

5.7.1 Unless otherwise agreed in writing, additional Fees may become payable where the Client requests or requires:

(a) supplementary reports;

(b) addendum reports;

(c) responses to CPR Part 35 Questions;

(d) conferences with Counsel or Solicitors;

(e) joint expert discussions or joint statements;

(f) Court attendance;

(g) expedited reporting;

(h) review of additional medical records or documentation;

(i) additional appointments or examinations;

(j) amendments to the Letter of Instruction; or

(k) any material variation to the original Instruction.

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5.7.2 Any such additional work shall be charged at the Professional Fee and Agency Management Fee applicable to that work unless otherwise agreed in writing.

5.8 Disbursements

5.8.1 The Client shall reimburse all reasonable Disbursements incurred in connection with an Instruction.

5.8.2 Disbursements may include, without limitation:

(a) travel expenses;

(b) accommodation expenses;

(c) venue hire;

(d) courier charges;

(e) postage;

(f) medical record retrieval costs;

(g) interpreter fees; and

(h) any other reasonable third-party costs incurred in connection with the Instruction.

5.9 VAT

5.9.1 VAT shall be payable at the prevailing rate where applicable.

5.9.2 Where VAT becomes chargeable after a Quotation has been accepted, the Client shall remain liable for payment of the applicable VAT.

5.10 Invoicing

5.10.1 IMLER may issue invoices on behalf of an Expert in respect of the Professional Fee and in its own name in respect of the Agency Management Fee.

5.10.2 Unless otherwise stated, a single invoice may include:

(a) the Professional Fee;

(b) the Agency Management Fee;

(c) Disbursements;

(d) VAT; and

(e) any other Fees payable in connection with the Instruction.

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5.10.3 The issue of a combined invoice shall not affect the separate contractual nature of the Professional Fee and the Agency Management Fee.

5.10.4 IMLER reserves the right to issue interim, staged or final invoices where appropriate having regard to the nature and progress of the Instruction.

5.11 Payment Terms

5.11.1 Payment shall be made in accordance with:

(a) these Terms;

(b) the applicable Professional Fee Terms; and

(c) any credit arrangements expressly agreed in writing by IMLER.

5.11.2 Where an Expert requires payment before commencing work, releasing a Report, attending Court or undertaking any further work, the Client shall make payment in accordance with those requirements.

5.11.3 IMLER shall not be obliged to require an Expert to vary or waive the applicable Professional Fee Terms.

5.11.4 Time for payment shall be of the essence.

5.12 Credit Accounts

5.12.1 Any credit facility offered by IMLER is entirely discretionary and shall not create any continuing entitlement to credit.

5.12.2 IMLER may refuse, withdraw, suspend, reduce or vary any credit facility at any time without giving reasons.

5.12.3 Unless expressly agreed in writing, no credit account shall exist between IMLER and the Client.

5.12.4 Where a credit account has been approved, payment shall be made in full within the period specified on the relevant invoice.

5.12.5 Any failure to comply with the agreed credit terms shall entitle IMLER to withdraw the credit facility with immediate effect.

5.13 Payment in Advance

5.13.1 IMLER may require payment on account, payment in full in advance or staged payments where:

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(a) required by the Expert;

(b) the Client does not have an approved credit account;

(c) the Client has previously failed to make payment when due;

(d) substantial Fees are anticipated;

(e) Court attendance is required;

(f) urgent or expedited work has been requested; or

(g) IMLER otherwise reasonably considers such payment appropriate.

5.13.2 IMLER may suspend all Services until cleared funds have been received.

5.13.3 Any delay arising from non-payment shall be treated as a delay attributable to the Client.

5.14 Methods of Payment

5.14.1 Payment shall be made using any payment method accepted by IMLER from time to time.

5.14.2 Payment shall be deemed received only when cleared funds have been credited to IMLER's nominated bank account.

5.14.3 The Client shall be responsible for any bank charges or transfer costs associated with making payment.

5.15 Payment to IMLER

5.15.1 Unless otherwise agreed in writing, all Professional Fees, Agency Management Fees, Disbursements and any other Fees payable in connection with an Instruction shall be paid directly to IMLER.

5.15.2 Payment by the Client to IMLER in accordance with these Terms shall constitute full and effective discharge of the Client's liability to pay those Fees.

5.15.3 IMLER shall administer the collection and onward distribution of Professional Fees in accordance with its contractual arrangements with the relevant Expert.

5.15.4 The timing, method and administration of any onward payment by IMLER to an Expert are matters solely between IMLER and the Expert and shall not affect the Client's obligations under these Terms.

5.15.5 The Client shall not make or attempt to make direct payment to an Introduced Expert unless expressly authorised in writing by IMLER.

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5.15.6 Where the Client makes payment directly to an Expert without IMLER's prior written consent:

(a) such payment shall not discharge the Client's liability under these Terms unless IMLER expressly agrees otherwise in writing;

(b) the Client shall remain liable for the Agency Management Fee and any other sums payable to IMLER; and

(c) the Client shall indemnify IMLER against any loss, liability, cost or expense arising from such unauthorised payment.

5.16 Suspension of Services

5.16.1 Where any invoice remains unpaid after the applicable due date, IMLER may, without prejudice to any other rights or remedies:

(a) suspend the Instruction;

(b) suspend any other current Instructions for the Client;

(c) suspend the provision of further Services;

(d) withhold Reports where permitted by law and consistent with the applicable Professional Fee Terms;

(e) cancel appointments;

(f) decline to arrange further appointments or Court attendance;

(g) refuse supplementary work; and

(h) decline to accept future Instructions.

5.16.2 IMLER shall not be liable for any loss, delay, additional cost or adverse procedural consequence arising from the exercise of its rights under this clause.

5.17 Late Payment

5.17.1 Without prejudice to any other rights or remedies, any sum not paid by the due date shall accrue interest from the due date until payment in full (both before and after judgment) at the statutory rate prescribed by the **Late Payment of Commercial Debts (Interest) Act 1998**, unless another lawful rate has been agreed in writing.

5.17.2 IMLER shall also be entitled to recover the fixed compensation and any reasonable debt recovery costs recoverable under that Act.

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5.17.3 Interest shall accrue daily and shall be payable on demand.

5.18 Allocation of Payments

5.18.1 Unless otherwise agreed in writing, IMLER may apply any payment received against any outstanding invoice or debt owing from the Client in such order as IMLER reasonably determines.

5.18.2 Where the Client wishes payment to be allocated to a specific invoice, the Client shall identify that invoice at the time payment is made. IMLER may accept or reject that allocation where necessary to protect its legitimate commercial interests.

5.19 No Set-Off

5.19.1 The Client shall pay all invoices in full without deduction, withholding, counterclaim or set-off except where such deduction is required by law or has been expressly agreed in writing by IMLER.

5.20 Recovery Costs and Release of Reports

5.20.1 The Client shall indemnify IMLER against all reasonable costs incurred in recovering overdue sums, including legal costs, Court fees, tracing fees, debt collection charges and enforcement costs, to the extent recoverable by law.

5.20.2 Where permitted by law and by the applicable Professional Fee Terms, neither IMLER nor the Expert shall be obliged to release any Report until all Fees then due and payable in relation to that Report have been paid in cleared funds.

5.20.3 Nothing in this clause shall require an Expert to release a Report where doing so would be inconsistent with the Expert's contractual terms or professional obligations.

5.21 Independent Nature of Fees

5.21.1 The Client acknowledges that the Professional Fee and the Agency Management Fee are separate and independent charges arising under these Terms.

5.21.2 Any dispute concerning the Professional Fee shall not entitle the Client to withhold payment of the Agency Management Fee.

5.21.3 Any dispute concerning the Agency Management Fee shall not entitle the Client to withhold payment of the Professional Fee where that fee has become due in accordance with the applicable Professional Fee Terms.

5.21.4 Where the Client disputes any invoice, the Client shall notify IMLER in writing within seven (7) days of the invoice date, setting out the nature of the dispute and the reasons for it in reasonable detail.

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5.21.5 Any undisputed portion of an invoice shall remain payable in accordance with these Terms pending resolution of the dispute.

5.21.6 The parties shall use reasonable endeavours to resolve any bona fide dispute concerning Fees promptly and in good faith, without prejudice to IMLER's right to recover any undisputed sums.

SECTION 6 – CANCELLATIONS, POSTPONEMENTS AND VARIATIONS TO INSTRUCTIONS

6.1 General

6.1.1 This Section applies where an Instruction is cancelled, postponed, suspended, amended, varied, withdrawn or otherwise affected after it has been accepted by IMLER.

6.1.2 The Client acknowledges that cancellation or variation of an Instruction may affect both the Professional Fee and the Agency Management Fee and may give rise to additional Fees.

6.2 Cancellation by the Client

6.2.1 The Client may cancel an Instruction by giving written notice to IMLER.

6.2.2 Cancellation shall take effect only when acknowledged by IMLER.

6.2.3 Cancellation shall not affect the Client's liability for:

(a) the Agency Management Fee already earned;

(b) Professional Fees already incurred;

(c) Disbursements;

(d) cancellation charges imposed by the Expert;

(e) any additional work undertaken before cancellation; and

(f) any other Fees properly incurred prior to cancellation.

6.3 Agency Management Fee

6.3.1 The Client acknowledges that the Agency Management Fee is earned upon IMLER securing an Expert's agreement in principle to accept the Instruction.

6.3.2 Cancellation of an Instruction shall not affect IMLER's entitlement to the Agency Management Fee already earned.

6.3.3 Where cancellation occurs before the Agency Management Fee has been invoiced, IMLER may nevertheless invoice that Fee.

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6.4 Professional Fees

6.4.1 The Client shall remain liable for all Professional Fees which have become payable under the applicable Professional Fee Terms.

6.4.2 Where an Expert has undertaken work before cancellation, the Client shall pay the Professional Fee applicable to that work.

6.4.3 Nothing in these Terms shall prejudice any contractual entitlement of the Expert arising under the Professional Fee Terms.

6.5 Postponement

6.5.1 A postponed appointment shall be treated as a variation of the Instruction.

6.5.2 The Client shall remain liable for any postponement fees, cancellation charges or additional Professional Fees imposed by the Expert.

6.5.3 Additional Agency Management Fees may be charged where postponement results in further administrative work by IMLER.

6.6 Variation of Instructions

6.6.1 The Client may request changes to an Instruction at any time.

6.6.2 Where a requested variation materially alters the scope of work, IMLER may:

(a) obtain a revised quotation;

(b) obtain revised Professional Fee Terms;

(c) charge an additional Agency Management Fee;

(d) recommend appointment of an alternative Expert; or

(e) decline the variation.

6.6.3 Work arising from any variation shall not commence until accepted by the Expert where required.

6.7 Additional Documentation

6.7.1 Where substantial additional records or documentation are supplied after an Expert has commenced work, additional Professional Fees and Agency Management Fees may become payable.

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6.7.2 IMLER shall notify the Client where reasonably practicable before additional work is undertaken.

6.8 Settlement of Proceedings

6.8.1 The Client shall notify IMLER immediately if:

(a) the claim settles;

(b) proceedings are discontinued;

(c) liability is admitted;

(d) the need for expert evidence ceases; or

(e) any event occurs which may affect the Instruction.

6.8.2 Settlement or discontinuance shall not affect liability for Fees already earned or incurred.

6.9 Expert Availability

6.9.1 The Client acknowledges that Experts are independent professionals whose availability may change.

6.9.2 Where an Expert becomes unavailable because of delay attributable to the Client:

(a) IMLER shall use reasonable endeavours to identify a replacement Expert;

(b) additional Professional Fees may apply;

(c) additional Agency Management Fees may apply.

6.10 Replacement Experts

6.10.1 Where a replacement Expert is required for reasons beyond IMLER's reasonable control, IMLER shall use reasonable endeavours to identify an appropriate alternative Expert.

6.10.2 The Client shall remain responsible for all Fees properly incurred in connection with the original Instruction.

6.11 Suspension

6.11.1 Where an Instruction is suspended at the Client's request:

(a) the Agency Management Fee already earned shall remain payable;

(b) Professional Fees already incurred shall remain payable;

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(c) additional Fees may become payable if the Instruction later recommences.

6.12 Expiry of Quotations Following Delay

6.12.1 Where an Instruction is delayed, suspended or postponed for more than ninety (90) days, IMLER may obtain revised Professional Fees from the Expert.

6.12.2 The Client acknowledges that the original Quotation may no longer apply following such delay.

6.13 Force Majeure Affecting Appointments

6.13.1 Where appointments, examinations, conferences or Court attendance cannot proceed because of events beyond the reasonable control of IMLER or the Expert, IMLER shall use reasonable endeavours to rearrange the relevant appointment.

6.13.2 Rearrangement shall not affect liability for any Fees or cancellation charges already incurred.

6.14 No Waiver

6.14.1 Cancellation, postponement, suspension or variation of an Instruction shall not prejudice IMLER's entitlement to payment for Services already performed.

6.14.2 Any Professional Fees, Agency Management Fees, Disbursements or other Fees properly incurred before cancellation, postponement, suspension or variation shall remain payable in accordance with these Terms.

SECTION 7 – STATUS, LIABILITY, WARRANTIES AND INDEMNITIES

7.1 Status of the Parties

7.1.1 The Client acknowledges that IMLER acts solely as an independent agency engaged in identifying, introducing, appointing and administering the engagement of suitably qualified Experts.

7.1.2 IMLER provides agency, administrative and case management services only and does not itself provide medical, clinical, scientific, engineering, accounting or other expert opinions.

7.1.3 Each Expert acts as an independent professional and is solely responsible for:

(a) accepting or declining an Instruction;

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(b) determining the Professional Fee and Professional Fee Terms;

(c) undertaking any examination or assessment;

(d) preparing any Report;

(e) expressing any professional opinion; and

(f) complying with all professional, regulatory and legal obligations applicable to the Expert.

7.1.4 Nothing in these Terms shall be construed as creating a partnership, joint venture, employment relationship or agency between IMLER and any Expert.

7.2 Expert Independence

7.2.1 IMLER does not supervise, direct or control the professional opinions expressed by an Expert.

7.2.2 IMLER shall not amend, influence or interfere with the Expert's independent professional judgment.

7.2.3 The Client acknowledges that every Expert owes an overriding duty to the Court where applicable and not to IMLER or the Client.

7.2.4 Any Report or professional opinion represents the independent opinion of the Expert alone.

7.3 No Warranty

7.3.1 IMLER does not warrant or guarantee:

(a) that an Expert will accept an Instruction;

(b) that an Expert's opinion will support the Client's case;

(c) that proceedings will be successful;

(d) that a claim will settle;

(e) that expert evidence will be admitted by a Court;

(f) that a Court will accept an Expert's opinion; or

(g) any particular litigation outcome.

7.3.2 The Client acknowledges that litigation outcomes depend upon numerous factors outside IMLER's control.

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7.4 Client Warranties

7.4.1 The Client warrants that:

(a) it has full authority to issue the Instruction;

(b) all information supplied to IMLER is accurate and complete to the best of its knowledge;

(c) it is entitled to disclose all documentation provided to IMLER and the Expert;

(d) all Personal Data has been obtained and disclosed lawfully;

(e) all necessary consents, permissions and authorities have been obtained;

(f) the Instruction complies with applicable law and the Civil Procedure Rules where relevant.

7.4.2 The Client further warrants that it shall promptly notify IMLER of any matter affecting the accuracy of the information supplied.

7.5 Liability Which Cannot Be Excluded

Nothing in these Terms shall exclude or restrict liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) any liability which cannot lawfully be excluded or limited under English law.

7.6 Limitation of Liability

7.6.1 Subject to clauses 7.5 and 7.10, IMLER shall only be liable for loss directly resulting from its own proven breach of contract or negligence.

7.6.2 IMLER shall not be liable for any act, omission, negligence, default or professional misconduct of an Expert.

7.6.3 IMLER shall not be liable for any loss arising from:

(a) the contents of any Report;

(b) any professional opinion expressed by an Expert;

(c) an Expert changing or revising their opinion;

(d) an Expert becoming unavailable;

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(e) delay attributable to the Client;

(f) delay attributable to third parties;

(g) Court timetables or judicial decisions.

7.7 Excluded Losses

To the fullest extent permitted by law, IMLER shall not be liable for:

(a) loss of profit;

(b) loss of revenue;

(c) loss of business;

(d) loss of goodwill;

(e) loss of reputation;

(f) loss of opportunity;

(g) wasted management time;

(h) indirect loss;

(i) consequential loss; or

(j) special damages.

7.8 Delays Beyond IMLER's Reasonable Control

7.8.1 IMLER shall not be liable for delay arising from:

(a) Experts;

(b) Courts or Tribunals;

(c) NHS Trusts;

(d) hospitals;

(e) GP practices;

(f) medical record providers;

(g) laboratories;

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(h) interpreters;

(i) couriers;

(j) postal services;

(k) telecommunications failures;

(l) IT failures;

(m) governmental action;

(n) industrial action;

(o) Force Majeure Events; or

(p) any other matter beyond IMLER's reasonable control.

7.8.2 IMLER shall use reasonable endeavours to minimise the effect of any such delay.

7.9 Client Indemnity

7.9.1 The Client shall indemnify and keep indemnified IMLER against all losses, liabilities, claims, damages, costs and expenses (including reasonable legal costs) arising from:

(a) breach of these Terms;

(b) inaccurate Instructions;

(c) unlawful disclosure of documentation;

(d) breach of data protection legislation by the Client;

(e) infringement of any third-party rights;

(f) any claim arising from information supplied by the Client;

(g) any act or omission of the Client causing loss to IMLER.

7.9.2 This indemnity shall survive termination of these Terms.

7.10 Aggregate Liability

7.10.1 Subject to clauses 7.5 and 7.6, IMLER's total aggregate liability to the Client arising out of or in connection with any Instruction, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed the total Agency Management Fee paid or payable by the Client to IMLER in respect of that Instruction.

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7.10.2 For the avoidance of doubt, the Professional Fee paid to or on behalf of an Expert shall not be taken into account when calculating IMLER's aggregate liability under clause 7.10.1.

7.10.3 The limitation of liability contained in this clause reflects the nature of the Services provided by IMLER as an intermediary, introducer and provider of agency management and administrative services, and the allocation of risk agreed between the parties.

7.10.4 The Client acknowledges and agrees that:

(a) IMLER does not provide expert medical opinions or medico-legal reports;

(b) all professional opinions are prepared independently by the Expert;

(c) the Professional Fee relates solely to the Expert's professional services and not to services provided by IMLER;

(d) the Agency Management Fee represents the consideration payable for the Services provided by IMLER;

(e) the limitation of liability contained in this clause has been taken into account in determining the level of the Agency Management Fee; and

(f) the limitation of liability contained in this clause is fair and reasonable having regard to the nature of the Services, the allocation of responsibilities between the parties, the availability of alternative providers and the opportunity afforded to the Client to obtain independent legal advice before entering into these Terms.

7.10.5 Nothing in this clause shall operate so as to exclude or restrict any liability which cannot lawfully be excluded or limited.

7.11 Duty to Mitigate

7.11.1 The Client shall take all reasonable steps to mitigate any loss, damage, liability, cost or expense which it may suffer arising out of or in connection with an Instruction.

7.11.2 IMLER shall not be liable for any loss which could reasonably have been avoided had the Client taken reasonable steps to mitigate its loss.

7.12 Survival

7.12.1 The provisions of this Section shall survive:

(a) completion of an Instruction;

(b) cancellation of an Instruction;

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(c) termination of these Terms; and

(d) termination of any contractual relationship between the parties,

to the extent necessary to give effect to their purpose.

SECTION 8 – NON-CIRCUMVENTION AND NON-SOLICITATION

8.1 Purpose

8.1.1 The Client acknowledges that IMLER has invested substantial time, expertise and expense in identifying, recruiting, developing and maintaining relationships with its panel of Experts.

8.1.2 The Client further acknowledges that the identity, qualifications, curriculum vitae, contact details, availability, fee structures, willingness to accept Instructions and other information relating to Introduced Experts constitute valuable commercial assets and Confidential Information belonging to IMLER.

8.1.3 The restrictions contained in this Section are reasonable and necessary to protect IMLER's legitimate business interests and the goodwill associated with its business.

8.2 Non-Circumvention

8.2.1 Without the prior written consent of IMLER, the Client shall not, whether directly or indirectly:

(a) instruct;

(b) appoint;

(c) engage;

(d) retain;

(e) seek to retain;

(f) negotiate with;

(g) request quotations from;

(h) procure services from; or

(i) otherwise engage, contract with, procure services from or establish any professional or commercial relationship with,

any Introduced Expert otherwise than through IMLER.

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8.2.2 This restriction applies whether the proposed engagement relates to:

(a) the original Instruction;

(b) a different matter;

(c) another claim;

(d) another client;

(e) another office or branch of the Client;

(f) any associated company, subsidiary, parent undertaking or affiliated business; or

(g) any third party acting on behalf of or connected with the Client.

8.3 Indirect Circumvention

8.3.1 The Client shall not avoid or attempt to avoid the restrictions contained in this Section by:

(a) using another intermediary or agency;

(b) instructing another solicitor, law firm or professional adviser to approach an Introduced Expert;

(c) requesting Counsel or another third party to contact an Introduced Expert;

(d) asking another person or organisation to obtain quotations from an Introduced Expert;

(e) acting through any associated company, subsidiary, parent undertaking or connected person; or

(f) adopting any arrangement intended to achieve substantially the same result as a direct engagement with an Introduced Expert.

8.4 Non-Solicitation

8.4.1 During the term of these Terms and for a period of **twenty-four (24) months** following completion, cancellation or termination of the last Instruction involving an Introduced Expert, the Client shall not directly or indirectly:

(a) solicit;

(b) entice away;

(c) recruit;

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(d) attempt to recruit;

(e) encourage to terminate their relationship with IMLER; or

(f) otherwise interfere with IMLER's commercial relationship with any Introduced Expert.

8.5 Introduced Experts

8.5.1 For the purposes of this Section, an Introduced Expert includes any Expert whose identity, curriculum vitae, profile, qualifications, availability, fee quotation, willingness to accept an Instruction or other identifying information has been communicated or made known to the Client by IMLER, whether before or after acceptance of a Quotation.

8.5.2 An Expert shall remain an Introduced Expert notwithstanding that:

(a) the Instruction did not proceed;

(b) proceedings settled or were discontinued;

(c) another Expert was ultimately instructed;

(d) the Expert later declined the Instruction; or

(e) the Client had previously attempted unsuccessfully to contact that Expert before IMLER secured the Expert's agreement to accept an Instruction.

8.6 Existing Relationships

8.6.1 Nothing in this Section shall prevent the Client from continuing an existing professional relationship with an Expert where the Client can demonstrate, by contemporaneous documentary evidence, that:

(a) the relationship genuinely pre-dated IMLER's introduction;

(b) the Expert had accepted Instructions directly from the Client before the relevant introduction by IMLER; and

(c) the relevant Instruction did not arise from IMLER's introduction or involvement.

8.6.2 The burden of proving the existence of such a prior relationship shall rest entirely upon the Client.

8.7 Confidential Information

8.7.1 The Client shall not use any Confidential Information obtained from IMLER to facilitate or attempt to facilitate any direct engagement with an Introduced Expert outside IMLER.

8.7.2 The Client shall not copy, retain, disclose or use any information relating to an Introduced Expert for any purpose inconsistent with these Terms.

8.8 Presumption of Introduction

8.8.1 Where, within **twenty-four (24) months** of IMLER introducing an Expert to the Client, that Expert accepts any instruction from the Client otherwise than through IMLER, it shall be presumed, unless the Client proves otherwise, that the engagement arose as a consequence of IMLER's introduction.

8.8.2 The burden of rebutting that presumption shall rest with the Client.

8.9 Remedies

8.9.1 The Client acknowledges that breach of this Section is likely to cause IMLER substantial commercial loss which may not be adequately compensated by damages alone.

8.9.2 Without prejudice to any other rights or remedies available to it, IMLER shall be entitled to seek:

(a) injunctive relief;

(b) specific performance;

(c) damages;

(d) an account of profits;

(e) recovery of all Agency Management Fees that would have been payable had the relevant Instruction proceeded through IMLER; and

(f) any other remedy available at law or in equity.

8.10 Contractual Remedy for Circumvention

8.10.0 If an Introduced Expert notifies IMLER that the Client has approached them directly, or if IMLER otherwise becomes aware of circumstances suggesting a breach of this Section, the Client shall, upon written request, provide such information and documentation as IMLER may reasonably require to determine whether this Section has been complied with.

8.10.1 The Client acknowledges that a breach of this Section is likely to cause IMLER substantial commercial loss, including the loss of Agency Management Fees, future business opportunities and the benefit of IMLER's investment in identifying, introducing and maintaining relationships with its panel of Experts.

8.10.2 The parties agree that, where the Client breaches this Section by directly or indirectly instructing, engaging or retaining an Introduced Expert otherwise than through IMLER, the Client shall pay to IMLER, as a contractual debt representing a reasonable measure of IMLER's commercial loss and **not as a penalty**, an amount equal to:

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(a) the Agency Management Fee that would have been payable had the Instruction been placed through IMLER; and

(b) where the unauthorised engagement extends to more than one Instruction, the Agency Management Fee that would have been payable in respect of each such Instruction.

8.10.3 Payment under this clause shall become immediately due upon written demand by IMLER.

8.10.4 Payment of the sums referred to in this clause shall be without prejudice to IMLER's right to seek:

(a) an injunction;

(b) specific performance;

(c) damages where IMLER's actual loss exceeds the amount payable under this clause;

(d) an account of profits; and

(e) any other remedy available at law or in equity.

8.10.5 The Client acknowledges and agrees that the remedies contained in this clause are reasonable and proportionate having regard to:

(a) IMLER's investment in developing and maintaining its panel of Experts;

(b) the confidential nature of the information supplied by IMLER;

(c) the legitimate business interests protected by this Section; and

(d) the difficulty of accurately quantifying the financial loss likely to arise from unauthorised circumvention.

8.11 Continuing Obligations

8.11.1 The obligations contained in this Section shall survive:

(a) completion of an Instruction;

(b) cancellation of an Instruction;

(c) termination of these Terms; and

(d) termination of the contractual relationship between the parties,

for the period specified in this Section or, where no period is specified, for so long as is necessary to give effect to the purpose of the relevant provision.

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8.12 Severability of Restrictions

8.12.1 Each restriction contained in this Section constitutes a separate and independent obligation.

8.12.2 If any restriction is held by a court of competent jurisdiction to be void, invalid or unenforceable, but would be valid or enforceable if part of its wording, duration, geographical scope or application were deleted or modified, the restriction shall apply with such deletion or modification as may be necessary to make it valid and enforceable, so far as permitted by law.

8.12.3 The invalidity or unenforceability of any restriction shall not affect the validity or enforceability of the remaining provisions of this Section or of these Terms.

SECTION 9 – GENERAL PROVISIONS9.1 Confidentiality

9.1.1 Each party shall keep confidential all Confidential Information disclosed or made available by the other party, whether before or after the acceptance of an Instruction, in connection with these Terms, any quotation, any proposed Instruction or any Instruction.

9.1.2 Neither party shall disclose Confidential Information to any third party except:

(a) where reasonably required for the negotiation, acceptance or performance of an Instruction;

(b) with the prior written consent of the other party;

(c) where disclosure is required by law, regulation, court order or a competent regulatory authority; or

(d) to its professional advisers, insurers, auditors or legal representatives who are themselves subject to duties of confidentiality.

9.1.3 The Client acknowledges that IMLER may disclose information relating to an Instruction to the relevant Expert where reasonably necessary to facilitate the Services.

9.1.4 The obligations contained in this clause shall survive termination of these Terms.

9.2 Data Protection

9.2.1 Each party shall comply with all applicable Data Protection Legislation in relation to the Personal Data processed in connection with these Terms. IMLER is registered with the Information Commissioner's Office ("ICO") as a data controller under registration reference **ZC195660** and shall maintain such registration (or any successor registration or legal requirement) for so long as required by applicable law.

9.2.2 The Client warrants that it has all necessary lawful authority, permissions and consents to collect, process and disclose Personal Data to IMLER and any Expert for the purposes of the Instruction and that such disclosure complies with all applicable Data Protection Legislation.

9.2.3 IMLER shall process Personal Data only to the extent reasonably necessary to:

(a) administer Instructions;

(b) communicate with the Client and Experts;

(c) facilitate Expert appointments, examinations and Reports;

(d) administer invoices and payments;

(e) comply with its legal, regulatory and professional obligations; and

(f) maintain its business records, quality assurance procedures, audit requirements, complaints handling procedures and regulatory compliance.

9.2.4 Where IMLER engages third-party service providers for the purposes of delivering the Services, IMLER shall take reasonable steps to ensure that such providers are subject to appropriate obligations of confidentiality and data protection. Nothing in these Terms shall be construed as appointing IMLER as a data processor on behalf of the Client unless the parties expressly agree otherwise in writing.

9.2.5 Nothing in these Terms shall require IMLER to process Personal Data in a manner inconsistent with applicable Data Protection Legislation.

9.2.6 The Client may verify IMLER's current registration through the public register maintained by the Information Commissioner's Office. Nothing in these Terms shall be construed as appointing IMLER as a data processor on behalf of the Client unless the parties expressly agree otherwise in writing.

9.3 Intellectual Property

9.3.1 All Intellectual Property Rights in or relating to IMLER's business, systems, processes, documentation, templates, quotations, databases, website content, software, branding and other materials shall remain vested exclusively in IMLER.

9.3.2 Nothing in these Terms transfers any Intellectual Property Rights from IMLER to the Client.

9.3.3 The Client shall not reproduce, modify, distribute, publish or commercially exploit any material belonging to IMLER without IMLER's prior written consent, except where necessary for the proper use of the Services.

9.4 Electronic Communications

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9.4.1 The parties agree that Instructions, quotations, approvals, invoices, Reports and other communications may be transmitted electronically.

9.4.2 The Client accepts the inherent risks associated with electronic communications, including transmission delays, corruption, unauthorised interception and system failures, and acknowledges that IMLER shall not be liable for any loss arising solely from such risks where reasonable technical and organisational security measures have been employed.

9.4.3 Electronic communications shall satisfy any contractual requirement for communications to be in writing unless otherwise required by law or expressly stated in these Terms.

9.5 Notices

9.5.1 Any notice required under these Terms shall be in writing.

9.5.2 Notices may be served:

(a) by hand;

(b) by first-class post or other next Business Day delivery service;

(c) by recorded or registered delivery; or

(d) by email to the last notified email address of the receiving party.

9.5.3 A notice shall be deemed received:

(a) if delivered by hand, upon signature of delivery;

(b) if sent by post, at 9.00 a.m. on the second Business Day after posting; and

(c) if sent by email, at the time of transmission provided that no automated delivery failure notification is received.

9.6 Assignment and Subcontracting

9.6.1 IMLER may assign, transfer, subcontract or otherwise deal with any of its rights or obligations under these Terms, provided that doing so does not materially prejudice the Client.

9.6.2 The Client shall not assign, transfer, novate, subcontract or otherwise dispose of any of its rights or obligations under these Terms without the prior written consent of IMLER.

9.7 Variations

9.7.1 No variation of these Terms shall be effective unless made in writing and agreed by authorised representatives of both parties.

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9.7.2 Nothing in this clause shall prevent IMLER from updating its Agency Management Fee Schedule in accordance with Section 5, provided that such changes apply only prospectively.

9.8 Waiver

9.8.1 No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver of that or any other right or remedy.

9.8.2 Any waiver shall only be effective if made expressly in writing and shall apply only to the specific circumstances for which it is given.

9.9 Severance

9.9.1 If any provision of these Terms is held to be invalid, unlawful or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

9.9.2 If modification is not possible, the relevant provision shall be deemed severed from these Terms and the remaining provisions shall continue in full force and effect.

9.10 Entire Agreement

9.10.A Each party acknowledges that it has had the opportunity to obtain independent legal advice before entering into these Terms.

9.10.1 These Terms, together with the applicable quotation, Agency Management Fee Schedule, Professional Fee Terms and any documents expressly incorporated by reference, constitute the entire agreement between the parties relating to the Services.

9.10.2 The Client acknowledges that it has not relied upon any statement, representation, assurance or warranty that is not expressly set out in these Terms.

9.10.3 Nothing in this clause excludes or limits liability for fraud or fraudulent misrepresentation.

9.11 Third Party Rights

9.11.1 Except where expressly provided otherwise in these Terms, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

9.11.2 The rights of the parties to vary or terminate these Terms shall not require the consent of any third party.

9.12 Governing Law

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These Terms and any dispute or claim arising out of or in connection with them, their subject matter or formation (including any non-contractual dispute or claim), shall be governed by and construed in accordance with the laws of England and Wales.

9.13 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

9.14 Electronic Acceptance

9.14.1 The parties agree that these Terms may be accepted electronically.

9.14.2 Acceptance may be evidenced by:

(a) written confirmation by email;

(b) acceptance through an electronic platform or client portal;

(c) submission of an Instruction following receipt of these Terms;

(d) payment of an invoice issued pursuant to these Terms; or

(e) any other conduct demonstrating an intention to be legally bound by these Terms.

9.14.3 Such acceptance shall have the same legal effect as a handwritten signature to the fullest extent permitted by law.

9.15 Survival

9.15.1 Any provision of these Terms which expressly or by implication is intended to survive termination shall remain in full force and effect following termination or expiry of these Terms, including (without limitation) provisions relating to:

(a) payment obligations;

(b) confidentiality;

(c) data protection;

(d) liability and limitations of liability;

(e) indemnities;

(f) non-circumvention;

(g) non-solicitation;

(h) intellectual property rights;

(i) dispute resolution;

(j) governing law; and

(k) jurisdiction.

SECTION 10 – EXECUTION, VERSION CONTROL AND SCHEDULES

10.1 Effective Date

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10.1.1 These Terms shall take effect on the Effective Date stated on the applicable quotation or, where no Effective Date is specified, on the earlier of:

(a) the Client's acceptance of these Terms;

(b) the Client issuing an Instruction to IMLER;

(c) the Client accepting a quotation issued by IMLER; or

(d) the Client making any payment in connection with the Services.

10.2 Version Control

10.2.1 These Terms constitute **IMLER Terms of Business – Version 3.0**.

10.2.2 Version 3.0 shall supersede and replace all previous versions of IMLER's Terms of Business with effect from the Effective Date.

10.2.3 These Terms shall apply to all Instructions accepted by IMLER on or after the Effective Date.

10.2.4 Instructions accepted before the Effective Date shall continue to be governed by the version of the Terms in force when the relevant Instruction was accepted, unless otherwise agreed in writing.

10.3 Incorporation of Schedules

10.3.1 The Schedules referred to in these Terms form part of this Agreement and shall have the same force and effect as if set out in the main body of these Terms.

10.3.2 In the event of any inconsistency between these Terms and a Schedule, the provisions of these Terms shall prevail unless the relevant Schedule expressly states otherwise.

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10.4 Schedules

The following Schedules form part of these Terms:

Schedule 1 – Agency Management Fee Schedule

Schedule 2 – Professional Fee Terms (where applicable)

Schedule 3 – Privacy Notice and Data Protection Information

Schedule 4 – Standard Instruction Form (where applicable)

10.5 Publication of Current Version

10.5.1 IMLER may publish the current version of these Terms on its website.

10.5.2 The version number and effective date shall appear on all published versions.

10.5.3 Any amendment to these Terms shall apply only to Instructions accepted after the revised version takes effect unless otherwise agreed in writing.

