

TERMS AND CONDITIONS FOR MEDICO-LEGAL EXPERT SERVICES

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1. Parties and scope of engagement

These Terms and Conditions ("Terms") govern the provision of medico-legal expert services by Professor Jane Ashworth ("the Expert") trading as JLA Medical and Legal Limited, to the party instructing the Expert ("the Instructing Party").

By providing instructions (or continuing with instructions) the Instructing Party confirms acceptance of these Terms. These Terms take precedence over, and exclude, any alternative terms proposed by the Instructing Party or any intermediary, unless expressly agreed in writing by the Expert.

The "Client" for the purposes of these Terms is the Instructing Party (typically solicitors or an insurer), and not the lay client. The Instructing Party remains responsible for payment of all fees and expenses in full, regardless of any retainer, funding arrangement or cost management process.

2. Pathway Expert Chambers

This engagement is between the Instructing Party and the Expert. Any use of Pathway Expert Chambers Limited branding is for administrative identification only. Pathway Expert Chambers Limited does not provide the expert opinion, does not control or influence its contents, and accepts no liability for the opinions or conclusions expressed. You agree that you will not bring any claim against Pathway Expert Chambers Limited arising out of or in connection with the expert services or any report produced.

3. Expert status, independence and duties

The Expert is instructed as an independent medical expert. Where proceedings are issued, the Expert will comply with the duties owed to the Court under CPR Part 35 and the Practice Direction, including the duty to provide independent evidence and to assist the Court.

Nothing in these Terms is intended to, or shall, compromise the Expert's independence. The Expert reserves the right to decline instructions or to withdraw if continuing would, in the Expert's reasonable opinion, compromise independence, create a conflict of interest, or be inconsistent with professional duties.

4. Acceptance of instructions and timescales

Instructions must be provided in writing and should include: the capacity in which the Expert is instructed (Claimant/Defendant expert or Single Joint Expert), the issues for opinion, relevant procedural timetable (including track allocation where known), and any required dates for exchange, conference or trial.

When approached as to whether instructions will be accepted, the Expert will endeavour to respond within two weeks. Any undertakings as to timescales, fees or availability will apply for two months from confirmation. If definite instructions together with all medical records and any imaging are not received within that period, any undertakings will lapse.

Reports are usually prepared within 8 to 10 weeks of receipt of all necessary documentation and, where an examination is required, from the date of examination (whichever is later). Expedited work may be possible subject to availability and may attract an urgency surcharge.

5. Records, information and document handling

The Instructing Party is responsible for obtaining and providing all relevant records and other materials. If further or updated records become necessary, the Expert will advise and additional fees may be incurred for review and/or revision.

Please send copies only. Do not send original documents (including original imaging). Imaging should be provided via secure electronic transfer or on encrypted media with passwords supplied separately.

The Expert's preferred means of contact is email. The Instructing Party should avoid sending sensitive personal data by unencrypted email where possible and should use secure transfer arrangements.

Storage space is limited. It is the Expert's policy to retain only those documents that are relevant to the report. Unless otherwise agreed, copies of records are not returned. The Instructing Party should retain a complete copy of everything supplied.

6. Appointments, examinations and availability

Where a medical examination is required, it is usually arranged at Manchester Royal Eye Hospital and is likely to last at least one hour. Room hire is charged separately. An orthoptic assessment and/or investigations (e.g. OCT, visual fields or other imaging) may be required and are charged separately.

Appointments are confirmed in writing. The patient may be asked to confirm attendance; where confirmation is not received within a reasonable time, the Expert reserves the right to release the appointment slot and offer an alternative date.

Please keep the Expert informed of case progress. Availability for conferences and court must be checked in advance. The Expert has fixed clinical commitments on Tuesday, Wednesday, Thursday and Friday and can only attend on those days in exceptional circumstances and with sufficient prior notice (at least 6 weeks). Monday is the preferred day for medico-legal examinations and conferences.

7. Fees and charging basis

Fees are charged on a time-spent basis unless otherwise agreed in writing. Estimates are provided in good faith but are not a fixed fee or a cap; there is no cap on hours chargeable per case. If it becomes apparent that the work required will materially exceed any estimate, the Expert will endeavour to notify the Instructing Party.

Item	Charge	Notes
Standard hourly rate (all medico-legal work)	£450 + VAT per hour	Charged in minimum units of 30 minutes.
Travel time	Car: 100% hourly rate; Rail: 50% hourly rate	Plus expenses (see below).
Mileage / rail	Car: 60p per mile; Rail: First Class	Parking, tolls and other reasonable travel costs are payable.
Accommodation	At cost	Minimum 4-star hotel standard where required.
Conferences / meetings / court preparation / court attendance time	£450 + VAT per hour	Remote attendance (telephone/video) is preferred where appropriate.
Court attendance (reserved day rate)	Minimum £4,500 + VAT per day	Represents a full-day reservation (up to 10 hours). Preparation, travel and expenses are additional unless agreed.
Urgent / out-of-hours work	Up to 50% surcharge	Discretionary surcharge may apply for anti-social hours, Tuesdays, Wednesdays, Thursdays, Fridays or expedited deadlines.
Room hire (Manchester Royal Eye Hospital)	£75	Charged in addition where applicable.
Orthoptic assessment (if required)	£175	Charged in addition where applicable.
Investigations (each, if required)	£150	E.g. OCT, imaging or visual field testing (each).

The hourly rate applies to: review of records; examination; report writing; supplementary reports; answers to CPR Part 35 questions; review of additional documents; advice; joint discussions and joint statements; conferences with counsel; and any other medico-legal work requested.

8. Cancellation and non-attendance charges

Because medico-legal work requires the reservation of clinical and expert time, cancellation charges apply as set out below. All cancellation charges are payable by the Instructing Party and are in addition to any non-refundable expenses (e.g. travel, accommodation, venue costs).

Event	Notice	Charge
Medical examination appointment	Less than 6 weeks	Minimum of £225 + non-refundable costs
Medical examination appointment	15-28 days	Minimum of £450 + non-refundable costs
Medical examination appointment	1-14 days	Minimum of £675 + non-refundable costs
Medical examination appointment	Less than 24 hours / DNA / cancellation on the day	Minimum of £900 + non-refundable costs
Conference / meeting / hearing day reserved (including court)	22-28 days	25% of the reserved fee for the booked day(s) + non-refundable costs
Conference / meeting / hearing day reserved (including court)	15-21 days	50% of the reserved fee for the booked day(s) + non-refundable costs
Conference / meeting / hearing day reserved (including court)	8-14 days	75% of the reserved fee for the booked day(s) + non-refundable costs
Conference / meeting / hearing day reserved (including court)	0-7 days	100% of the reserved fee for the booked day(s) + non-refundable costs
Court listing affecting pre-booked holiday	Any cancellation or alteration	Charged at double the applicable reserved fee

If the Court vacates or the case settles after the Expert has reserved time, the above cancellation fees apply. Where a court case is cancelled with less than 7 days' notice, full fees for the reserved court day(s) will be charged.

9. Invoicing, payment and recovery

Invoices are rendered to the Instructing Party. Payment is due within 28 days of the invoice date (time being of the essence). Deferred fee arrangements are not offered unless expressly agreed in writing in advance.

The Expert is not prepared to have accounts subjected to detailed assessment. Full payment is required regardless of any taxation or cost control measures imposed by a court or agreement between the parties. Any sums disallowed on assessment remain payable by the Instructing Party.

If payment is not received when due, the Expert reserves the right to: (i) charge interest at 2% per month compounded monthly until payment is received in full; (ii) apply administration fees up to £100 + VAT per month for each written contact made in pursuit of the debt; (iii) suspend further work (including answering questions) until all outstanding sums are paid; and (iv) recover all costs of debt recovery and/or legal enforcement from the Instructing Party.

10. Instructions via agencies / third-party administrators

Where the Expert is instructed via an intermediary agency or administrator, the Instructing Party (and not the agency) is the Client and remains directly and primarily responsible for all fees and expenses. The Expert does not accept or subscribe to any agency terms and conditions unless expressly agreed in writing.

11. Confidentiality and data protection

The Expert will handle personal data and confidential information in accordance with applicable data protection law. Confidential information will not be disclosed except as required by law, by order of the Court, or to fulfil professional duties.

Reports and correspondence are confidential and may be used only for the purposes of the specific litigation/instruction to which they relate. The Instructing Party must not disclose or publish the report (or any part) to any third party or for any other purpose without the Expert's prior written consent, save where disclosure is required by the Court or the rules of procedure.

12. Intellectual property

Copyright and all intellectual property rights in the report and related materials remain with the Expert. The Instructing Party is licensed to use the report for the purposes of the relevant litigation/instruction only.

13. Limitation of liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud, or for any liability which cannot lawfully be excluded or limited.

Subject to the above, the Expert's total liability to the Instructing Party arising out of or in connection with the services (whether in contract, tort including negligence, breach of statutory duty or otherwise) shall be limited, for any one event or series of related events, to the higher of: (i) three times the total fees paid or payable under the instruction, or (ii) £10,000.

In no event shall the Expert be liable for indirect or consequential loss, loss of profit, loss of business, loss of reputation, or loss of data.

14. Termination

The Expert may terminate the engagement on written notice without prejudice to accrued rights if the Instructing Party becomes insolvent, fails to pay fees when due, or provides information that is false or misleading and/or may compromise the Expert's duty to the Court. In such circumstances the Expert will be entitled to payment for all work undertaken and all time reserved up to termination.

If the Instructing Party terminates the engagement, it must pay for all work undertaken and time reserved up to the point written notice is received, together with any applicable cancellation charges.

15. Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with them shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

16. Acceptance

Please confirm acceptance by signing below and returning a copy by email. If you provide instructions (or continue with instructions) without signing, you will be deemed to have accepted these Terms.

Signed for and on behalf of the Instructing Party:	
Name:	
Firm / Insurer:	
Date:	

