

**TERMS and CONDITIONS**  
**For the SUPPLY of MEDICO-LEGAL SERVICES**

**1 Interpretation**

- 1.1 In these Terms:
  - 1.1.1 "CONTRACT" means the contract between you and Pace for the supply of the Services in accordance with these Terms;
  - 1.1.2 "CHARGES" means the charges detailed in the Cost Estimate;
  - 1.1.3 "COST ESTIMATE" means the proforma, report, letter, e-mail or other document outlining estimated costs of the Services to be provided which Pace has given or sent to you;
  - 1.1.4 "EXPERT" means a clinician included in Pace's panel of experts from time to time;
  - 1.1.5 "Pace" means Pace Rehabilitation Limited (registered in England and Wales under number 4582878) whose registered office is at 7 Bredbury Park Way, Bredbury, Stockport, Cheshire, SK6 2SN;
  - 1.1.6 "PATIENT" means the patient referred to in the Cost Estimate;
  - 1.1.7 "SERVICES" means the services listed in clause 3 below to be provided by Pace in accordance with these Terms;
  - 1.1.8 "TERMS" means these terms and conditions;
  - 1.1.9 "YOU/YOUR" means the person or organisation to whom the Services are to be provided.
- 1.2 "The headings in these Terms are for convenience only and shall not affect their interpretation.

**2 Basis of the contract**

- 2.1 The Contract shall not come into existence until these Terms have been signed by you, you have provided Pace with such material and information relating to the Patient as Pace may require and Pace has acknowledged receipt of the signed Terms and/or has taken some other step towards the performance of the Services.
- 2.2 These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3 The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Pace which is not set out in the Contract.

**3 Services**

- 3.1 Pace shall provide the following services:
  - 3.1.1 Liaising to the extent you may reasonably require between you and the Expert in relation to the terms of the Expert's appointment;
  - 3.1.2 making arrangements for the Expert to examine the Patient;
  - 3.1.3 providing the Expert with copies of the notes, material and information supplied by you in relation to the Patient;
  - 3.1.4 making arrangements for the Expert to prepare the required report in respect of the Patient and facilitating further correspondence following the provision of the report;
  - 3.1.5 reviewing the required report when available to check compliance with the relevant rules of the Court;
  - 3.1.6 supplying the required report to you; and
  - 3.1.7 (if required) liaising with the Expert in relation to his/her attendance at any court hearing.
- 3.2 Pace shall use reasonable endeavours to provide the Services by the date (if any) specified by you, but any such date shall be an estimate only and time shall not be of the essence for performance of the Services.

- 3.3 Pace warrants that the Services will be provided using reasonable care and skill.

**4 Terms of payment**

- 4.1 The Charges are payable within 28 days of the date of Pace's invoice. Receipts for payment will be issued only upon request.
- 4.2 If you fail to make payment by the due date, Pace may charge you interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 4.3 If the Patient fails to attend for examination, or if, having arranged for the Expert to attend a court hearing, you cancel that arrangement, Charges will be payable in accordance with the Cost Estimate.

**5 Liability**

- 5.1 Nothing in these Terms shall limit or exclude Pace's liability for death or personal injury arising from its negligence or that of its employees agents or subcontractors, for fraud or fraudulent misrepresentation or any other liability which Pace may not lawfully limit or exclude.
- 5.2 Subject to clause 5.1:
  - 5.2.1 Pace shall in no circumstances be liable to you whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 5.2.2 Pace's total liability in respect of any and all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to the total of £1million.

**6 General**

- 6.1 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 6.2 For the avoidance of doubt nothing in this Agreement between Pace and you shall confer on any third party (including, for the avoidance of doubt, the Patient) any benefit or the right to enforce any term of this Agreement.
- 6.3 The Contract shall be governed by the laws of England, and you agree to submit to the non-exclusive jurisdiction of the English courts.

Your signature: \_\_\_\_\_

Your Name: \_\_\_\_\_

Company: \_\_\_\_\_

Patient Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date/ref of Cost Estimate: \_\_\_\_\_