**Cambridge Paediatric MedicoLegal Associates (CPMLA)**

Terms and Conditions of Service & Use

# Overview and Definitions

CPMLA is a company that enables **Solicitors** to search for and hire **Experts** for paediatric medicolegal work.

**Experts** are to be defined as a professional registered with CPMLA to provide any expert or expert witness, clinical or professional service.

**Solicitors** are to be defined as legal professionals searching for an **Expert**. To be eligible to use the **Services** of CPMLA you must be an individual over the age of 18 years who can form legally binding contracts.

**Services** are defined as any use of CPMLA online and by any other means. **You** to be defined as any person who accesses CPMLA.co.uk, including any entity or agency on whose behalf any such person accesses or uses the **Services** of CPMLA.

To become a registered **Expert** with CPMLA and to access **Services** you must register for an account. Upon registering with and for the **Services** of CPMLA **You** agree to provide true, accurate and complete information and to update this information as appropriate to maintain its truthfulness, accuracy and completeness. **Experts** with CPMLA will sign a Memorandum of Understanding with CPMLA to that effect.

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# Trust and Safety

Our community is built on joint working. We connect **Legal Users** searching for expertise, and **Experts** offering expert witness and professional services. We believe in openness and transparency, using intuitive profiles and feedback to help legal professionals make informed decisions about instructing **Experts** and **Experts** make clear decisions about the work they accept.

Expert Verification

CPMLA undertakes professional checks of each expert where they have a recognised professional registration organisation. Checks are undertaken at the point of **Expert** registration and when **Expert’s** professional registration expires.

**Experts** profiles may also show symbols to indicate that they are:



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| **Experts** have evidenced current professional indemnity insurance for theirprofessional activity including expert witness work. |
| **Experts** have evidenced current DBS (Disclosure Barring Service) certificate or subscription.**Experts** are registered with the Information Commissioner  |

It is the responsibility of the **Expert** to ensure that any information provided by them to CPMLA is honest and accurate. It is equally the responsibility of the **Expert** to ensure that any information set up in their CPMLA profile is honest and accurate. Any evidence that information provided is not honest or accurate can lead to **Experts** being removed from the platform.

In this way we take measures to ensure the information that **Experts** provide is accurate and provides reasonable assurance that they do not undertake work that lies outside of the ambit of their expertise.

Whilst CPMLA will endeavour to ensure that the information provided by **Expert** is honest and accurate, it is the responsibility of the **Legal User** to undertake their own due diligence to ensure that they are instructing an **Expert** with the necessary expertise and professional regulatory memberships to complete the work.

CPMLA is not responsible for the quality of any work submitted by an **Expert**. Our system of feedback helps to ensure that other users are alerted to **Experts** consistently submitting sub-quality work, or not fulfilling their duties to an acceptable standard.

As a self-regulating community, it is extremely important that any evidence of fraudulent **Experts** or **Users**, known falsification of professional accreditation or unresolved cases of professional misconduct leading to professional registration suspension are reported to info@cpmla.co.uk

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# Quality Assurance

CPMLA provides the software to mediate communication between **Legal Users** and **Experts** and is not responsible for the quality of an **Expert’s** work or their adherence to deadlines.

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# Exclusivity and Independence

CPMLA is a free marketplace and an **Expert’s** use of the platform does not commit the **Expert** to accepting work exclusively through CPMLA. Nor does it commit the **User** to instructing **Experts** through the platform.

CPMLA requires that each confirmed enquiry with an **Expert** is maintained within the platform for the duration of that job from instruction to invoice. It is expected that any future work within each case or piece of work will be processed through CPMLA.

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# Expert Invoice Payment

The **Expert Estimate** will includea fee (usually 15%) for the services of CPMLA. **Legal Users** accepting an **Expert Estimate** are responsible for the payment of the subsequent **Expert Invoice** for that work in its entirety on the agreed due date of the **Expert Invoice**. The **Expert Invoice** will be submitted by CPMLA on behalf of the expert.

Changes to the **Expert Estimate** can be made by agreement by both parties after an **Expert Estimate** has been agreed.

CPMLA is not responsible for the payment of the **Expert’s** fees.

# Terms of Payment

The terms of payment for each enquiry is specified by the **Legal User** requesting estimates who can select ,  or  payment terms. Deferred payment terms indicate that the **Expert Invoice** will be paid upon the conclusion of the case.

The **Expert** can see the terms of payment for each enquiry and decide whether to accept the work on this basis. Offering and accepting these terms forms the basis of contract between the **Legal User** and the **Expert** unless the **Expert** has written terms of payment accepted by the **Legal User**.

**Legal Users** can see an **Expert’s** standard Terms of Payment within their **Expert** profile and make decisions on the Terms of Payment that they can offer for each instruction.

We understand that, in some cases, it can take months to receive payment for work. We do not charge additional **Experts** fees until after the invoice due date as set by the Terms of Payment by the **Legal User**.

CPMLA functions to connect legal professionals with **Experts** and CPMLA is not responsible for the payment of **Expert Invoices**. **CPMLA** will send out regular reminders of any unpaid invoices. **Legal Users** will be suspended from the platform where there is cumulative evidence of gross or repeated non-payment of **Experts**.

**Experts** can request a refund for any CPMLA fee that has been applied in error, where work did not go ahead, or if there is clear evidence that the **Legal User** did not be make payment.

At any stage before the payment due date, **Experts** can amend their invoice and re-upload these to the platform for payment.

Reminders will be sent out to legal professionals on the due date of each invoice and each week subsequently until the payment has been received. It is important that the **Expert** marks payments as received to prevent **Users** being sent unnecessary payment reminders.

# CPMLA Fees & Refunds

CPMLA is free for **Legal Users** to search for expert witnesses to use without subscription costs. There are no fees or charges to **Legal Users** of CPMLA**.**

It is free for **Experts** to register their expert witness services on CPMLA and receive free services from customer support for profile creation. **Experts** can receive unlimited enquiries and provide estimates without charge.

**Experts** will be paid their agreed **Expert Estimate** net a charge of 15% once work is completed. Payments to the Expert will take place once the work has been submitted to the Legal User. Uplifts in fees for payments deferred beyond 30 days will be payable to CPMLA, who will take responsibility for chasing any outstanding payments.

The CPMLA Fee will be capped at £5000 (+ VAT) for any individual piece of work.

CPMLA reserves the right to amend pricing at any time.

**Experts** who can evidence that estimates that were accepted were subsequently withdrawn, not completed and not paid**,** are exempt any CPMLA fee. Requests of this nature can be sent to info@cpmla.co.uk and evidence that can be verified will need to be provided.

# References, Ratings & Feedback

**Experts** are invited (but not mandated) to submit three or more professional references from legal professionals who have previously instructed them. This should not include character references or references from employers working outside of that field. **Experts** who have not previously worked in legal fields are able to register without submitting references. References can be requested through the CPMLA profile/account.

**Experts** can build their reputation as **Users** provide feedback. To ensure that Feedback is trusted, the name and company of the **Legal User** providing feedback will be shown on the **Expert’s** profile.

Feedback about both the quality of an **Expert’s** work is essential to inform everyone within the community about who to work with. It is essential that all users are reasonable and balanced in their feedback to help future **Legal Users** make important decisions about Experts.

**Expert** ratings are important to help **Users** make the right choice, so we have made this simple. An **Expert’s** rating is marked as **TBC** until they have feedback from 3 or more **Expert** references or ratings from work completed within CPMLA.

Feedback about the **Expert** is requested from the **User** at the point of completion of a piece of work. Feedback about the **User** is requested from the due date of the invoice in order that the **Expert** can make comment about the **User** and the experience of that case.

Feedback is subjective and any disputes about the quality of feedback cannot be resolved by CPMLA. Requests can be made through messaging to amend feedback to both **Legal Users** and **Experts**. Feedback can be amended by both **Users** and **Experts** at any time after it is given.

# Instructing Experts and Receiving Instructions

**Legal Users** can search for **Experts** by name, professional title, legal field or specialist tag. They can add a maximum of 10 experts to each enquiry.

Expert Estimates provided by **Experts** are not a binding agreement between the **Expert** and the **Legal User** until the estimate is accepted and the terms accepted. Estimates can be withdrawn or updated at any time prior to instruction or by agreement with the **User** after instruction. Updated estimates will be indicated within each workflow and the instructing **User** and CPMLAnotified. If the updated estimate is not accepted by the legal professional, the **Expert** and CPMLAshould be notified by the **User**.

# Profile Policy

An **Expert’s** profile provides a professional summary of their experience and qualification to work as an expert witness.

When **Experts** register with CPMLA they will provide their basic contact information, a CV, a profile photograph, their job title and work postcode. By registering with CPMLA, **Experts** are consenting to the creation of a public profile on the platform. **Expert** profiles will be created by CPMLA based on the information that has been provided and it will be necessary for the **Expert** to thoroughly review their profile and add any additional and required information upon request. Once a profile has been completed by CPMLA, the responsibility for the accuracy and veracity of the **Expert** profile remains vested in the **Expert**.

**Expert** profiles should be maintained and regularly updated by the **Expert** to present expertise in the best possible light.

**Experts** are not allowed to insert contact details including telephone numbers, professional email addresses or website information within their expert profile. This is to protect the **Expert** but also to maintain the integrity of the platform.

CPMLA is built on trust and a professional headshot enables **Users** to check the validity of the profile. Photos including personal or professional contact details are not allowed. If for any reason an **Expert** does not want to show a photo of themselves, they can replace this with another image or logo, providing it does not show their company name (see Agencies below) or contact information.

The experience section of each **Expert’s** profile is based on the **Expert’s** self-report. It is the responsibility of the **Expert** to ensure that this is accurate. **Expert** ratings and number of cases within the platform is based on case completion and **User** feedback within CPMLA and is not based on the **Expert’s** own self-report.

Profiles that remain inactive for over two years can be removed from CPMLA.

Any evidence of profiles advertising illegal or immoral services are not permitted and should be reported to info@cpmla.co.uk

# Sharing Contact Details

CPMLA is designed as a search-to-invoice work management system. **Experts** and **Legal Users** are not permitted to share their own contact details with **Legal Users** with the aim of completing the work outside the platform before the Expert’s estimate has been accepted.

**Legal Users** and **Experts** can share contact details for the purpose of communication outside of CPMLA after an

**Expert’s** estimate has been accepted.

Whilst communication outside of the platform is allowed, the **Expert’s** invoice(s) for any work within that case must be sent through CPMLA.

# Fixed Cost Work

Legal professionals can make enquiry of **Experts** indicating a Fixed Cost enquiry. **Experts** can accept Fixed Cost enquiries which should include all costs, such as travel time or travel costs, unless negotiated separately to this fixed cost.

**Experts** can also accept the Fixed Cost enquiry by providing a more competitive lower rate or suggest a higher rate. If a **User** accepts this estimate, the **Experts** estimate forms the basis of agreement for the work.

Fixed Deadline

**Legal users** can specify fixed deadlines for work. **Experts** can accept this deadline which forms the agreed deadline for the work to be completed.

**Experts** can also provide an earlier or later work deadline which, if accepted by the legal professional, forms the basis of agreement for the work.

# Urgent Enquiries

**Experts** can indicate that they are able to undertake complete work within 10 working days from instruction to completion.

**Experts** marking their availability to undertake Urgent work are under no obligation to meet these timescales for all enquiries. Experts will be requested to estimate their Work Deadline in each case.

# Amendments, Cancellations & Suspension

CPMLA reserves the right to remove the profiles of any **Experts** at any time and without notice. Any evidence of profiles advertising illegal or immoral services should be reported to info@cpmla.co.uk

Profiles that remain inactive for over two years can be removed from CPMLA without notice.

Any **Users** or **Experts** have the right to opt-out of any marketing communications from CPMLA or request that their account be deactivated. Any requests of this nature should be sent to info@cpmla.co.uk

# Limitation of Liability

To the maximum extent permitted by law, you acknowledge and agree that you assume full responsibility for any loss that results from your use of the **Services** of CPMLA. CPMLA will not be liable for any losses or damages **Legal Users** or **Experts** suffer regardless of whether you are registered for and use our **Services**.

Congratulations you’ve reached the end!