

BODYCARE CLINICS LIMITED
STANDARD TERMS AND STANDARD
CONDITIONS
FOR PROVISION OF MEDICAL REPORTING SERVICES BY MEDICAL EXPERTS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Conditions the following words and expressions shall have the following meanings unless the context requires otherwise :

Expression	Interpretation
"Account"	any account of an Expert on Docslot and/or any other portal or online service used by BCL;
"Applicable Contract"	means any agreement between BCL and an Expert to which these Standard Conditions apply;
"BCL"	means Bodycare Clinics Limited (company number 5011409);
"BCL Software"	means any software notified by BCL to the Expert from time to time, including but not limited to mobile applications, web services and cloud based communication solutions developed or made available by BCL or a third party in order to enable the provision of the Services;
"Business Day"	means any day which is not a Saturday, a Sunday or a bank or public holiday in England;
"Data Controller"	means a data controller as defined by Data Protection Laws;
"Data Processor"	means a data processor as defined by Data Protection Laws;
"Data Protection Laws"	means all applicable laws and regulations from time to time in force relating to data protection, the processing of Personal Data and privacy, including the Data Protection Act 2018, Data Protection (Charges and Information) Regulations 2018, the UK GDPR (General Data Protection Regulation EU 2016/679 as implemented for the UK) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and including all applicable guidance and codes of practice issued by a supervisory authority (including the Information Commissioner), and words and expressions which are not otherwise defined in this Agreement but which are defined in the GDPR shall bear the same meanings when used in this Agreement;
"Docslot"	means the online service of Docslot Limited (company number 6701364);
"Effective Date"	in relation to any Applicable Contract, has the meaning specified in that Applicable Contract;

“Environmental Standards”	means all environmental standards of the International Standards Organisation or of any Regulatory Body which by their terms govern or are capable of applying to the provision of the Services or the working practices of the Expert, together with such other standards as BCL may from time to time stipulate or recommend for the purpose of ensuring environmentally sustainable working practices;
“Expert”	in relation to any Applicable Contract, means the individual who is a party to, and named as the Expert in that Applicable Contract;
“Instruction”	means an instruction made by or on behalf of BCL to the Expert to provide Services and “Instruct” shall be construed accordingly;
“MedCo”	means MedCo Registration Solutions (company number 9295557);
“Panel”	means the panel of medical and other accredited practitioners of BCL who may from time to time be instructed by BCL to provide Services;
“Payment Terms”	in relation to any Applicable Contract, has the meaning specified in that Applicable Contract;
“Personal Data”	means personal data as defined by Data Protection Laws;
“Personal Data Breach”	means a personal data breach as defined by Data Protection Laws;
“Profile”	means any profile information of an Expert on Docslot and/or any other portal or similar facility stipulated by BCL;
“process”	has the meaning ascribed by Data Protection Laws , and “processing” and other cognate expressions shall have corresponding meanings;
“Rates”	in relation to any Applicable Contract, has the meaning specified in that Applicable Contract;
“Regulatory Bodies”	means the Specified Regulatory Body and/or any other regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to supervise, regulate, investigate or influence the provision of the Services or other matters dealt with by the Applicable Contract or these Standard Standard Conditions;

“Regulatory Requirements”	means all laws and/or regulations from time to time in force and applicable to the practice or conduct of Experts or the provision of the Services including (but without limitation) any requirements, rules, regulations, guidance and codes of practice of Regulatory Bodies;
“Relevant Individual”	means an individual in respect of whom Services are to be provided (for example an individual claiming damages as a result of an accident);
“RTA Protocol”	(as applicable in relation to any particular claim) the Pre-Action Protocol for Personal Injury Claims below the Small Claims Limit in Road Traffic Accidents and/or the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents from 31 July 2013 (in each case, as amended and in force from time to time);
“Security Standards”	means any security policies and/or standards that BCL may issue or stipulate from time to time;
“Security Information”	means any username, password or other security information used by an Expert to log in to their Account or any portal or service of BCL;
“Services”	means the services as described in the Applicable Contract;
“SLAs”	means the service levels set out in Appendix 1 to these Standard Conditions;
“Smart Suite”	means the suite of report writing applications used by BCL and known as Smart Suite (including Smart Report);
“Specified Professional Body”	means the professional regulatory body with which the Expert is registered as specified and permitted by the RTA Protocol and MedCo;
“Standard Conditions”	means these terms and Standard Conditions as from time to time in force;
“Subject Access Request”	means an actual or purported subject access request or notice or complaint from (or on behalf of) a Relevant Individual exercising their rights under the Data Protection Laws.

- 1.2 In these Standard Conditions (except where the context otherwise requires):
- 1.2.1 references to Clauses are to clauses and sub-clauses in these Standard Conditions;
 - 1.2.2 clause headings are included for convenience only and shall not affect the interpretation of these Standard Conditions;
 - 1.2.3 use of the singular includes the plural and vice versa and a reference to any gender includes any other gender;
 - 1.2.4 except where expressly stipulated to the contrary, references to “writing” do not include email;
 - 1.2.5 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute, in each case as may be amended, modified, consolidated or updated from time to time.
- 1.3 These Standard Conditions shall apply to and be deemed to be incorporated in each Applicable Contract and references to an Applicable Contract shall include these Standard Conditions.

2. ACCREDITATION AND REGULATORY OBLIGATIONS

- 2.1 Each Expert agrees and undertakes, as a condition of their being appointed to and remaining on the Panel and receiving Instructions:
- 2.1.1 that they hold and will maintain a valid and current full registration with a Specified Professional Body together with any necessary licence or authority to practice;
 - 2.1.2 immediately to advise BCL in writing of any suspensions or investigations by any applicable Regulatory Body, and of any penalties (including warnings issued);
 - 2.1.3 that their Profile is accurate and complete as at the date of any Applicable Contract and that they will keep their Profile fully completed, accurate and updated;
 - 2.1.4 to supply all such information as BCL may from time to time require regarding the Expert’s registration with a Specified Professional Body and/or professional qualifications, specialisms, current CV, medical defence insurance cover, and such other information as BCL may reasonably consider relevant;
 - 2.1.5 to maintain the security of their Security Information and to not disclose such information to any third party; and
 - 2.1.6 to be fully responsible for all use of their Account and for any actions that take place as a result of their Account being used.
- 2.2 In the event that the Expert is to provide Services that are subject to Medco requirements, the Expert agrees and undertakes, as a condition of their being appointed to and remaining on the Panel and receiving such Instructions:

- 2.2.1 that they have obtained and will maintain such accreditation as MedCo may from time to time require and that they will at all times comply with all regulations and requirements of MedCo applicable to the Expert;
- 2.2.2 that any reports produced comply with the minimum standards of quality from time to time required by MedCo;
- 2.2.3 (without limiting the generality of Clause 2.2.1) that they will declare financial links in accordance with applicable requirements of MedCo; and
- 2.2.4 that they will immediately advise BCL in writing of any suspensions or investigations by MedCo.

3. SERVICE DELIVERY

- 3.1 The Expert shall not undertake any treatment or investigation without prior authorisation in writing by BCL (which may be contained within BCL's instruction or given subsequently by email).
- 3.2 In providing Services, each Expert shall:
 - 3.2.1 use reasonable care and skill;
 - 3.2.2 comply with the SLAs;
 - 3.2.3 comply with such requirements as BCL shall from time to time stipulate in order to ensure that their delivery of the Services and their reports conform to such standards of quality and practice as BCL shall from time to time require (which, for soft tissue injury reports, shall be not less than the minimum standards of quality from time to time required by MedCo);
 - 3.2.4 (without limiting the generality of Clause 3.2.3):
 - (a) be familiar with and ensure that their reports conform to the requirements of Part 35 of the Civil Procedure Rules and the Practice Direction accompanying that Part and to the RTA Protocol; and
 - (b) comply with the requirements in Appendix 2 to these Standard Conditions;
 - 3.2.5 unless otherwise expressly agreed in writing with BCL, be located and perform the Services from within the United Kingdom;
 - 3.2.6 comply with the Security Standards;
 - 3.2.7 comply with the Environmental Standards;
 - 3.2.8 comply with all applicable Regulatory Requirements;
 - 3.2.9 be familiar with and follow all applicable guidelines as from time to time in force of the Specified Professional Body with which the Expert is registered including (but without limitation) any guidelines relating to the conduct of medical examinations and the provision of medical reports and other medical evidence;

3.2.10 not accept any Instruction to provide Services in relation to any member of the Expert's family, or where to accept the Instruction would give rise to a conflict of interest, or be prohibited by any rules or regulations of MedCo, or of any Specified Professional Body to which the Expert is subject;

3.2.11 use the BCL Software to deliver the Services;

4. PROVISION OF SERVICES IN PURSUANCE OF INSTRUCTIONS

4.1 BCL makes no representation that the Expert will be Instructed for any particular type or volume of work or at all and BCL has no obligation to provide Instructions.

4.2 From time to time whilst the Applicable Contract remains in force, BCL may Instruct the Expert to provide Services and the Supplier shall provide such Services as from time to time instructed in accordance with the SLAs and otherwise in accordance with this Agreement.

4.3 The Expert shall notify BCL immediately on receipt of any Instruction if that Instruction is not accepted. Subject thereto, the Supplier shall provide the Expert Services required by each Instruction in accordance with that Instruction and otherwise in accordance with the Instruction and this Agreement and in accordance with all applicable laws and regulations. If, or to the extent of any conflict between the terms of any Instruction and this Agreement, the terms of the Instruction shall prevail. Provided that the Supplier shall immediately raise with MRO any apparent conflict of which the Supplier becomes aware.

4.4 The Expert undertakes that they will not accept any Instruction to provide Services which either is or will result in the provision of the Services being contrary to any Regulatory Requirement.

5. CONFIDENTIALITY

5.1 The Expert shall at all times maintain in strictest confidence, and shall not at any time use (except as may be necessary for the provision of the Services) or disclose to any person (except as may be required by law or any Specified Professional Body or any other Regulatory Body, in each case acting with proper authority):

5.1.1 the terms and conditions of the Applicable Contract between BCL and that Expert (including these Standard Conditions); and/or

5.1.2 the identity of any Relevant Individual in relation to whom that Expert is Instructed to provide Services, any information related to the lifestyle, health or medical condition of that Relevant Individual, or any other confidential information concerning such Relevant Individual which may be provided to the Expert or which may come to the Expert's knowledge in connection with the provision of Services; and/or

5.1.3 any confidential information concerning the business or affairs of BCL (including, but without limitation, the terms and conditions of any contract between BCL and any other person which supplies the services of the Expert) which may be provided to the Expert or which may come to the Expert's knowledge in connection with the Applicable Contract or the provision of Services.

6. DATA PROTECTION

- 6.1 The Expert acknowledges that, in providing Services, they may at times be acting as either a Data Controller or a Data Processor in respect of Personal Data.
- 6.2 It is understood that the Expert will act as a Data Processor in respect of any Personal Data that is transferred between BCL and the Expert pursuant to the Services. The Expert will act as a Data Controller in respect of all other Personal Data that they process in the performance of the Services.
- 6.3 The Expert undertakes, warrants and represents when acting as a Data Controller to:
- 6.3.1 to comply with all Data Protections Laws and all Regulatory Requirements applicable to obtaining, holding or processing Personal Data;
 - 6.3.2 (without limiting the application of Clause 6.3.1), the Expert must:
 - (a) pay all requisite fees under the Data Protection (Charges and Information) Regulations 2018;
 - (b) implement adequate technical and security measures in relation to how they process Personal Data in performing the Expert Services;
 - (c) ensure that any international transfers of Personal Data shall comply with Data Protection Laws; and
 - (d) provide Relevant Individuals with suitable privacy notices.
- 6.4 The Expert undertakes when acting as a Data Processor in respect of Personal Data of which BCL is a Data Controller (or of which BCL is a Data Processor and where the Expert is acting as a sub-processor of that Personal Data), that they will:
- (a) comply with all Data Protection Laws and all Regulatory Requirements applicable to obtaining, holding or processing Personal Data;
 - (b) at all times process such Personal Data lawfully;
 - (c) only process such Personal Data strictly for the purpose of providing Services or as otherwise instructed in writing from time to time by BCL;
 - (d) ensure that all that any persons authorised to access such Personal Data are subject to binding obligations of confidentiality;
 - (e) implement appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage or alteration;
 - (f) not sub-contract any aspect of the processing of such Personal Data without the prior written consent of BCL;

- (g) not transfer or permit the transfer of such Personal Data to any territory outside the United Kingdom or European Economic Area without the prior written consent of BCL;
- (h) assist BCL promptly with all Subject Access Requests which may be received from a Relevant Individual;
- (i) notify BCL immediately of all communications that it receives from any person which suggests non-compliance with Data Protection Laws and not do anything or enter into any communication about it unless BCL expressly authorises it to do so;
- (j) inform BCL as soon as practicable after becoming aware of any Personal Data Breach (and, in any event, within 24 hours) and:
 - (i) provide BCL with a detailed description of the Personal Data Breach, the type of Personal Data that was the subject of the Personal Data Breach and the identity of each affected Relevant Individual as soon as such information can be collected or otherwise becomes available, as well as any other information which BCL may reasonably request;
 - (ii) take action promptly, at their own expense, to investigate the Personal Data Breach and to identify, prevent and mitigate the effects of any such Personal Data Breach and, with BCL's prior agreement, to carry out any recovery or other action necessary to remedy the Personal Data Breach;
 - (iii) provide all reasonably necessary co-operation and assistance to enable BCL to comply with its obligations under Data Protection Laws and to reduce the impact of the Personal Data Breach on the affected Relevant Individuals;
- (k) at the choice of BCL, delete or return such Personal Data to BCL at the end of the provision of Services involving the processing of such Personal Data (or at any earlier time if required by BCL);
- (l) maintain complete and accurate records (which it will make available to BCL upon request) in order to demonstrate compliance with its obligations under this clause.

7. EXPERT INSURANCE

7.1 The Expert shall;

- 7.1.1 at their own cost hold and will maintain professional indemnity insurance with a recognised and reputable medical defence or other insurance company covering the provision by the Expert of Services and to supply evidence of such insurance to BCL as BCL may from time to time require;
- 7.1.2 comply with all terms and conditions of such insurance;
- 7.1.3 supply evidence of such insurance to BCL as BCL may from time to time require;
- 7.1.4 notify the insurers of BCL's interest and where possible shall cause the interest to be noted on the relevant policy of insurance together with a provision to the effect that, if any claim is

brought or made by any person against BCL in respect of which the Expert would be entitled to receive indemnity under such insurance, the relevant insurer will indemnify BCL directly against such claim and any charges, costs and expenses in respect of such claim (and on the basis that, if the relevant insurer does not so indemnify BCL, the Expert shall use all insurance monies received by them to indemnify Expert in respect of the claim in accordance with Clause 8.1).

8. LIABILITY

- 8.1 Each Expert shall indemnify BCL and keep BCL fully and effectually indemnified against all loss and liability which BCL may suffer or incur as a result of any act or omission of the Expert (including but without limitation, any breach of the Applicable Contract between BCL and that Expert and/or the provision of Services by that Expert).
- 8.2 The total aggregate liability of BCL to the Expert arising under or in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall not exceed GBP £10,000 (ten thousand pounds).

9. AUDIT

- 9.1 BCL shall be entitled, on giving no less than 10 Business Days' notice to the Expert, either itself or by or through any agent, to conduct an audit to verify compliance by the Expert with their obligations under an Applicable Contract. The Expert shall at their own cost provide all reasonable cooperation and assistance to BCL and shall provide the information BCL requests in the form required within the specified timeframes. Any such audit may be conducted either at the Expert's premises or by telephone, or any combination, or in any other way deemed appropriate by BCL. There shall be no limit on the frequency of such audits and, subject to providing the necessary notice, BCL shall be entitled to audit the Expert no more than once every 12 months throughout the term of an Applicable Contract.

10. AMENDMENTS

- 10.1 BCL shall be entitled to amend any Applicable Contract to which BCL is party and/or to amend these Standard Conditions in relation to any such Applicable Contract by giving not less than five Business Days' notice in writing (which may be given by email) to the Expert who is a party to that Applicable Contract. Such notice may be given by email provided that, following receipt of any such notice, the Expert shall be entitled to terminate the relevant Applicable Contract without penalty (but without prejudice to any accrued rights or liabilities of the parties) by written notice to BCL which will result in termination on the Business Day before the change comes into effect.
- 10.2 Any other amendments to an Applicable Contract (including, but without limitation, changes of the Rates or Payment Terms) shall be by agreement in writing between BCL and the Expert who is a party to that Applicable Contract.
- 10.3 In the event that BCL amends these Standard Conditions it shall use reasonable endeavours to provide a copy of the amended Standard Conditions to the Expert (by email, publication on its website, or such other means that BCL shall reasonably determine) not later than five Business Days following the making of such amendments. The accidental omission of failure by BCL to provide any Expert with a copy of the amended Standard Conditions shall not invalidate any amendment.

11. TERMINATION

- 11.1 BCL shall be entitled by notice to an Expert to suspend an Expert's membership of its Panel, and to remove the Expert's details from its Panel if the Expert shall be in breach of any Applicable Contract and for so long as such breach continues.
- 11.2 BCL shall be entitled to terminate an Applicable Contract to which it is party:
- 11.2.1 at any time and for any reason by not less than one month's notice in writing to the Expert;
- 11.2.2 with immediate effect by notice in writing to the Expert if:
- (a) the Expert commits a material or persistent breach of any of its material obligations under the Applicable Contract and, if the breach is capable of remedy, fails to remedy it to BCL's satisfaction during the period of thirty (30) days starting on the date of receipt of notice from BCL specifying the breach and requiring it to be remedied; or
 - (b) the Expert becomes bankrupt or is unable to pay his debts or otherwise insolvent; or
 - (c) the Expert ceases to be registered with any applicable Specified Professional Body; or
 - (d) (in the case of a MedCo-accredited Expert) the Expert ceases to hold any accreditation required by MedCo.
- 11.3 An Expert shall be entitled to terminate an Applicable Contract at any time and for any reason by not less than one month's notice in writing to BCL but without prejudice to any outstanding obligations of the Expert under any Applicable Contract as at the date of termination.
- 11.4 An Expert's membership of BCL's Panel shall automatically end on termination for any reason of the relevant Applicable Contract.
- 11.5 Termination of an Applicable Contract shall be without prejudice to any rights or liabilities of BCL or the Expert which have accrued prior to termination.

12. SEVERABILITY

- 12.1 Each provision of any Applicable Contract (including these Standard Conditions) is severable and distinct from the others. Every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Applicable Contract but (except to that extent in the case of that provision) it and all other provisions of the Applicable Contract shall continue in full force and effect and their validity, legality and enforceability shall not be thereby affected or impaired.

13. NOTICES

- 13.1 Any notice given under or for the purposes of any Applicable Contract shall be in writing and deemed served as follows:

Method of delivery	Deemed Service	Address
Hand delivery	Upon receipt	Address specified in Applicable Contract
Email	Upon receipt	Expert's email specified in Applicable Contract info@bodycareclinics.com
First or second class post	Upon receipt	Address specified in Applicable Contract
Registered or recorded post	3 Business days following date of posting	Address specified in Applicable Contract

14. GENERAL

- 14.1 For the purposes of any Applicable Contract an electronic signature by such means as BCL may require or allow shall be as valid as a manuscript signature.
- 14.2 An Applicable Contract (including these Standard Conditions) constitutes the entire agreement and understanding between the parties to that Applicable Contract with respect to the subject matter of to that Applicable Contract and supersedes all prior discussions, understandings and agreements (whether or not reduced to writing) between the parties and their agents (or any of them) with respect to the subject matter of that Applicable Contract.
- 14.3 A person who is not a party to an Applicable Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of that Applicable Contract but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 14.4 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under an Applicable Contract or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently. The rights and remedies provided by any Applicable Contract are cumulative and (unless otherwise provided in that Applicable Contract) do not exclude any other rights or remedies available in law.

15. LAW AND JURISDICTION

- 15.1 Each Applicable Contract and these Standard Conditions shall be governed by and construed in accordance with English Law, and BCL and each Expert hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with any relevant Applicable Contract or the legal relationships established by it.

Appendix 1

SLAs

1. For Fixed Cost Medical Reports (soft tissue injury claims): the reports are to be sent to BCL within 3 days of receipt of all records or after the appointment with the Relevant Individual, whichever is the later.
2. For other types of reports, the reports are to be sent to BCL within the later of:
 - 10 days of the Expert's receipt of all records
 - 10 days after the appointment with the Relevant Individual; and
 - any other time agreed between the Expert and BCL in writing.
3. For Fixed Cost Medical Reports the Expert is to inform BCL within a 3 day period if they anticipate a delay in report delivery.
4. In the event there is a delay in report delivery and the following fee reductions shall apply:
 - 25% reduction in fee if the report is overdue by more than 5 Business Days without a valid reason accepted by BCL.
 - 50% reduction in fee if the report is overdue by more than 10 Business Days without a valid reason accepted by BCL.
 - No fee payable if the report is overdue by more than 4 weeks without a valid reason accepted by BCL.
5. The Expert is to provide:
 - any requisite amendments of any reports within 3 days;
 - any requisite reviews of records and addendums within 10 days; and
 - to respond to Part 35 questions within 5 Business Days

and BCL shall be entitled to withhold all payment to the Expert if the Expert fails to comply with this paragraph.
6. The Expert is to acknowledge all complaints within 48 hours and respond in full within 5 Business Days.
7. The Expert is to retain copies of any paper medical records for a period of a minimum of 6 months following receipt of the same.
8. (Where applicable) the Expert is to give BCL at least 2 months' availability of appointments in advance via Docslot.
9. The Expert is to give BCL at least 48 hours' notice if they needs to cancel a clinic/ appointment. In the event of unforeseen circumstances the Expert must provide as much notice as possible if they need to cancel a clinic/appointment.

10. The Expert is to take responsibility for:
- Allowing an appropriate amount of time for the appointment. If the appointment is for MedCo purposes the appointment must be a minimum of 15 minutes.
 - Ensuring that the premises from which they consult are an appropriate clinical setting from which to conduct medical examinations and, if the appointment is for Medco purposes, in line with Medco requirements for privacy, safety, security and confidentiality.
11. The Expert is to make BCL aware of any upcoming leaves of absence, secretarial or administrative changes, changes to venues, or any other information that will materially affect their ability to conduct medical examinations.

Appendix 2

Requirements for Instructions and reports

Part 1 - Obligations of BCL

1. In relation to each Instruction, BCL shall ensure that it instructs an Expert who:
 - (a) has the knowledge, experience, academic qualifications, or professional training appropriate for the assignment and has the resources to complete the matter within the timescale and to the standard required for the assignment;
 - (b) has the relevant expertise, knowledge, experience, academic qualifications and professional training appropriate for the assignment and has the resources to complete the matter within the timescale and to the standard required for the assignment as per Part 35 of the Civil Procedure Rules.
2. Instructions shall provide the following details (so far as available):
 - (a) basic information such as names, addresses, telephone numbers, dates of birth and date of incident;
 - (b) questions to be addressed;
 - (c) whether proceedings have been commenced or are contemplated and updates to the expert as regards relevant Court Orders or other deadlines;
 - (d) medical records when requested.

Part 2 - Obligations of the Expert

1. The Expert shall compile reports in accordance with the following:
 - (a) Part 35 of the Civil Procedure Rules and the Practice Direction accompanying that Part;
 - (b) the style is to be concise and text is to be arranged in short sentences and paragraphs;
 - (c) all reports will include a declaration to the court.
2. The Expert shall not express an opinion outside the scope of their competence and shall identify any unfamiliar aspects of the instruction (if necessary).
3. Reports produced by Experts shall comply with the RTA Protocol and shall include the following:
 - (a) the expert's qualifications;
 - (b) the purpose of the report;
 - (c) basic information, for example names and dates of birth in a personal injury action;
 - (d) a chronological history of the matter;

- (e) details of the documents or any other evidence upon which any aspect of the report is based;
- (f) matters of fact and opinion clearly distinguished and kept separate;
- (g) the source of statements of fact relied upon clearly identified;
- (h) an indication of whether the report is provisional.