

Claimant Terms & Conditions

1. INTRODUCTION

These terms have been set out in a straightforward manner in order to ensure that they clear for all to understand. Should you wish to discuss these please do not hesitate to contact us, using the details on our webpage (www.qmls.co.uk)

These terms cover all Claimants when engaging with us for a medico-legal reports, rehabilitation (such as physiotherapy or CBT) and diagnostics.

They apply whether we have been instructed by a solicitor on your behalf or whether you are a litigant in person pursuing the Claim directly with the third party insurer.

Please read these terms carefully before you agree to engage our services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss. If you would like these terms in another format (for example large format) please contact us using the contact detail on our webpage.

2. ABOUT QMLS

We provide the following services for Claimants pursuing a claim for personal injury matters:

- Medico Legal Reports
- Medical Records Services
- Rehabilitation & Diagnostics (including physiotherapy)

In addition to our commitment to treat each claimant with courtesy, respect and dignity, we also aim to offer our services in a timely manner.

3. OUR AGREEMENT WITH YOU

QMLS or a provider instructed on our behalf will contact you to offer an appointment (either one off, or first of a number of appointments. When you attend that first appointment either in person or remotely using telephone or video communication, we will consider that you have accepted these Claimant Terms & Conditions. Unless you raise any objections at that time a legally binding contract will come into existence between you and us, incorporating these terms.

The agreement formed between you and us will apply to your first appointment and all subsequent appointments provided by us to you. If you cannot attend your first appointment, please let us know. In respect of the first appointment, you may cancel your first appointment at any time without charge. Subsequent cancelled appointments will be charged unless we have been given at least 24 hours notice (1 working day).

If you wish to make a change to your appointment (or any other change to the services) please contact us. We will let you know if the change is possible. We will let you know about any changes



to the price of our services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

Because of the nature of the services that we provide, it is not possible to guarantee that a particular outcome or result can be achieved but we aim to provide the services by using reasonable care and skill; and that comply with commonly accepted practices, standards and clinical guidelines of the relevant clinical bodies.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says:

- you can ask us to repeat a session if it has not been done with reasonable care and skill, or get some money back if you don't want to repeat a session.
- if we haven't agreed a price before an appointment, what we will ask you to pay must be reasonable.
- if we haven't agreed a time for an appointment but have committed to providing a session for you, we will ensure you have a session within a reasonable time.

4. DATA SECURITY & USE OF DATA

In order to arrange and complete your medical or rehabilitation, we will have to process and store the information which you have already provided to us directly, via your instructing solicitor or via another third party or intermediary.

This data will be kept confidential and only shared with our contracted secretaries, administrators and IT providers, keeping with the rules on the use and storage of data based on our legitimate interest, which is that you have asked us to conduct a medical on your behalf.

In relation to any special category personal data, such as health records, we rely on the legal claims basis for processing this data, in addition to our legitimate interest.

All of our policies regarding privacy, data and GDPR can be found on our website. If you have any concerns regarding the use of your data, please raise them at your earliest convenience.

We share the medical report and any treatment reports with your instructing solicitor. In the event that you are a litigant in person, we will share the medical report and any treatment reports with the compensator.

5. COMPLAINTS

We acknowledge that we sometimes get things wrong. If at any time you feel we have let you down or there is something that we could improve, then please tell us. You will be given a customer feedback form at the end of your examination, which will be anonymous, so please feel free to help us improve anything that we haven't got quite right. If you don't want to fill this in, then just call us or drop us an email.



However, if there is anything that you feel you wish to take further with a more formal investigation then do not hesitate to ask us for our complaints procedure.

6. PAYMENT OF SERVICES

We will always seek an agreement for the compensator (third party insurer) to agree to pay for the services on your behalf before we organise an appointment for either a medical report or rehabilitation (such as physiotherapy or CBT) and diagnostics.

Should we not receive such an agreement, we will provide you with a quote for you to agree to fund our services and claim the monies back from the compensator (third party insurer) yourself. All invoices are then subject to a Credit Agreement:

- QMLS agree a Credit Agreement for a fixed sum of the total price of the fees.
- The Credit is provided without interest or other charges
- Only one payment is due and this is a single lump sum payable at the of the credit period.
- The Credit period expires after 30 days of the medical report being provided or the treatment ending.
- We can charge interest if you pay late. If you do not make payment when due we may charge interest at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis until the payment is made.

In the unlikely event that the compensator subsequently retracts liability for your claim and consequentially refuses to pay for the services incurred, or seeks a refund, you will become liable for the payment of services. We shall then contact you and the invoices are then subject to a Credit Agreement:

- QMLS agree a Credit Agreement for a fixed sum of the total price of the fees.
- The Credit is provided without interest or other charges
- Only one payment is due and this is a single lump sum payable at the of the credit period.
- The Credit period expires 30 days after we provide our new invoice.
- We can charge interest if you pay late. If you do not make payment when due we may charge interest at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis until the payment is made.