

Terms of Business for Expert Witness Services

Northern Trauma Consulting Ltd.

Background

Mr. Eardley is the director of Northern Trauma Consulting and is an Independent Expert Witness in Orthopaedic Trauma and Standards of Care. His reports are objective, evidence-based and prepared in accordance with the duties of an independent expert witness. Mr. Eardley's expertise is founded on three complementary perspectives: specialist clinical practice in orthopaedic trauma, national leadership in defining standards of care, and executive responsibility for clinical governance within a large NHS organisation.

With a growing specialist reporting practice, Mr. Eardley chooses to seek instruction from solicitors handling complex, high-value orthopaedic trauma and clinical negligence litigation who require an expert whose opinion will withstand scrutiny from leading counsel, joint experts, and the court.

Northern Trauma Consulting specialises in:

- Simple and complex orthopaedic trauma
- Clinical negligence
- Personal injury involving serious musculoskeletal injury
- Military and police related injury
- Standards of care
- Fracture complications
- Independent screening opinions
- High-value litigation

Instructions falling outside these areas may be declined where Mr. Eardley considers that another expert would be better placed to assist the Court.

Complexity rather than volume underpins his practice.

1. Instructing solicitors shall treat all information supplied by Mr. Eardley as confidential and shall not disclose indirectly or directly or otherwise use this information except for the purpose of the specified litigation without prior consent of Mr. Eardley. Mr. Eardley does not take instructions on 'no win no fee' cases.
2. Acceptance of instructions: Mr. Eardley accepts instructions on the basis that his overriding duty is to assist the Court. Reports are prepared in accordance with the Civil Procedure Rules (CPR Part 35), the accompanying Practice Direction, and the Guidance for the Instruction of Experts in Civil Claims.

Acceptance of instructions does not imply support for any party's case and opinions may change if further evidence becomes available. Mr. Eardley will accept instructions subject to confirmation that :

- there is no conflict of interest;
- the proposed instruction falls within Mr. Eardley's expertise;
- sufficient information is available;
- adequate time exists to undertake the work to the required standard.

3. 3.1 Confidentiality

All information, records and documentation supplied by or on behalf of Mr Eardley are confidential and are provided solely for the purposes of the relevant legal proceedings. Such information shall not be disclosed, copied or used for any other purpose without prior written consent, except where disclosure is required by law or by order of the Court.

3.2 Data Protection

Northern Trauma Consulting Ltd processes personal information in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and all other applicable data protection legislation.

Personal information is processed only for purposes directly connected with the provision of expert witness services, compliance with legal obligations and the administration of instructions.

3.3 Secure Transfer of Information

Instructing solicitors are responsible for ensuring that medical records, imaging, witness statements and other confidential documentation are transferred securely. Where reasonably practicable, electronic correspondence containing sensitive personal data should be encrypted or transmitted via secure file-sharing platforms.

3.4 Information Security

All electronic and paper records relating to an instruction are stored securely using appropriate physical and electronic safeguards. Access is restricted to those individuals directly involved in the administration of the instruction and preparation of the expert report.

3.5 Retention and Disposal of Records

Documents and electronic records will be retained for an appropriate period in accordance with legal, regulatory, professional and insurance requirements. Following expiry of the applicable retention period, confidential records will be securely destroyed or permanently deleted unless continued retention is required by law or ongoing legal proceedings.

- 4 The standard fee for preparation of a report of up to ten pages, including examination where required, is typically between £800 and £1,200 depending on complexity. Particularly complex instructions may be charged on a time basis or by prior agreement. Additional pages beyond ten will normally be charged at £100 per page.
- 5 Amendments to reports will be charged at £200 per report amended.
- 6 Mr. Eardley's hourly rate of £500 will apply to all work other than preparation of the report.
- 7 Failure of client/patient to attend appointment - £250 per patient.
- 8 If required to attend a conference in chambers, Mr. Eardley's charge will be £2,500 per half day.

- 9 If required to appear in court, Mr. Eardley's charge will be £5000 per day.
- 10 Mr. Eardley shall be fully reimbursed for all travelling time at £150 per hour, first class train travel, car mileage of £2.00 per mile together with overnight stay and subsistence if necessary.
- 11 The amount due to Mr. Eardley shall not be subject to taxation by the court. Instructing solicitors shall:-
- a) ensure that Mr. Eardley's charges are no higher than reasonably necessary for the purpose of the litigation, bearing in mind his professional expertise; and
 - b) where necessary, obtain prior approval from the Legal Aid Board of Mr. Eardley's charges.
 - c) Instructing solicitors shall pay all sums due within 4 weeks of the date of the invoice. Late payment will be subject to interest of 5% per calendar month delayed. Northern Trauma Consulting Ltd reserves the right to suspend further work until all outstanding invoices have been settled.
- 12 Mr. Eardley reserves the right to require advance payment for work undertaken prior to supplying that work to instructing solicitor.
- 13 In the event of cancellation of a court appearance or settlement, instructing solicitors shall pay the full fee unless the settlement is made at least 2 days in advance. A cancellation charge of half a day's court fee per day is liable unless the case is cancelled or otherwise settled 7 days in advance, in which case Mr. Eardley shall waive the charges set out in clause four above.
- 14 Instructing solicitors are responsible for ensuring that instructions are complete and that all relevant documentation is provided. Where further information becomes available after a report has been prepared, it should be disclosed promptly so that Mr. Eardley may consider whether any amendment or supplementary opinion is required.

15 Limitation of Liability

15.1 Mr. Eardley shall exercise all reasonable skill, care and diligence in the provision of expert services.

15.2 Nothing in these Terms of Engagement shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited under the laws of England and Wales.

15.3 Subject to clause 15.2, the aggregate liability of Mr Eardley and Northern Trauma Consulting Ltd arising from or in connection with any instruction, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the fees paid in respect of that instruction or the limit of professional indemnity insurance applicable to the claim, whichever is the greater.

15.4 Mr. Eardley shall not be liable for any indirect or consequential loss, loss of profit, loss of opportunity, or losses arising from reliance upon information or documentation that is incomplete, inaccurate or misleading, where such information has been supplied by the instructing solicitor or third parties.

15.5 Instructing solicitors remain responsible for ensuring that:

- all relevant documentation and material evidence are provided in a timely manner.
- instructions accurately reflect the issues requiring expert opinion; and
- any additional information received after a report has been prepared is promptly disclosed.

16 Opinions expressed are based upon the information available at the time of reporting.

Where additional evidence becomes available, Mr Eardley reserves the right to amend, supplement or revise his opinion.

WILL EARDLEY

Consultant Orthopaedic Trauma and Limb Reconstruction Surgeon



- 17 These Terms of Engagement shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising from them.
- 18 These Terms of Business apply to all instructions accepted by Northern Trauma Consulting Ltd unless otherwise agreed in writing. Acceptance of instructions constitutes acceptance of these Terms of Business.

26th July 2026

Mr Will Eardley

MSc PgCertMedEd DipSEM(UK&I) MFST(Ed) FRCSEd(Tr&Orth) MD

Consultant Orthopaedic Trauma and Limb Reconstruction Surgeon

Director Northern Trauma Consulting

✉ will@northerntraumaconsulting.com

For appointments and administration please contact Jo Chalmers on:

secretary@northerntraumaconsulting.com