

Terms and Conditions of

Northern Trauma Consulting

for

Industry Consultancy, Professional

Education and Clinical Advisory

Services

as of 31st July 2026

1. Introduction

These Terms and Conditions govern the provision of consultancy, education, training, coaching, research support and clinical advisory services by Northern Trauma Consulting ("NTC"). In these Terms and Conditions, "NTC" means Northern Trauma Consulting and "Client" means the individual, company or organisation instructing NTC to provide consultancy or professional services.

Services are provided by or under the direction of Mr Will Eardley, Director NTC and Consultant Orthopaedic Trauma Surgeon. Consultancy is based upon independent clinical expertise, current orthopaedic practice and evidence-based medicine. These Terms constitute the entire agreement unless otherwise agreed in writing.

2. Scope of Services

Services may include, but are not limited to:

- Professional education and training
- Clinical specialist coaching
- Product and implant education
- Clinical advisory services
- Surgical education
- Research and development
- Clinical evaluation of medical devices
- Post-market clinical evaluation
- Educational content development
- Speaker engagements
- Conference support
- Strategic clinical consultancy
- Independent expert opinion

Services may be delivered in person, remotely or in hybrid format as agreed between the parties.

The scope of each engagement shall be agreed in writing before work commences.

3. Independence

Northern Trauma Consulting provides independent professional advice.

Nothing within this agreement shall require Mr Eardley to express opinions that are inconsistent with his professional judgement, published evidence, regulatory requirements or duties as a registered medical practitioner. Clinical opinions remain entirely independent and evidence based.

4. Confidentiality

Each party agrees to treat confidential information received from the other as confidential.

Neither party shall disclose proprietary, commercial or technical information obtained during the course of the engagement without prior written consent unless required by law.

This obligation shall survive termination of the agreement.

5. Intellectual Property

Unless otherwise agreed in writing:

- Existing educational materials, presentations and intellectual property remain the property of Northern Trauma Consulting.
- Company-specific materials supplied by the client remain the property of the client.
- Educational resources produced specifically under commission shall be owned in accordance with the written agreement relating to that project.
- Knowledge, experience, techniques and expertise acquired during an engagement remain the property of Northern Trauma Consulting and may be used in future engagements, provided that no confidential information is disclosed.

Training materials may not be recorded, copied, distributed or reused without written permission.

6. Conflicts of Interest

Northern Trauma Consulting works with multiple organisations across healthcare and the orthopaedic industry.

Acceptance of an instruction does not imply exclusivity unless specifically agreed within a separate written contract.

Where a genuine conflict of interest arises, Northern Trauma Consulting reserves the right to decline or terminate an engagement.

7. Fees and Expenses

Fees shall be agreed in writing before work commences.

Reasonable travel, accommodation and subsistence expenses incurred in delivering consultancy services will be recharged where applicable unless otherwise agreed.

Professional consultancy is normally charged at **£200 per hour** unless otherwise agreed.

Preparation time is charged at the same hourly rate.

Standard educational sessions normally require **2–4 hours** preparation.

Bespoke programmes will be quoted separately.

Then:

Where travel is required, the Client will provide or reimburse:

- First Class rail travel
- Business Class air travel where available
- Executive chauffeur or executive car service
- Business-standard hotel accommodation
- Reasonable subsistence

Invoices are payable within 30 days.

Northern Trauma Consulting reserves the right to charge statutory interest on overdue invoices together with reasonable recovery costs.

8. Cancellation

Cancellation of booked training or consultancy sessions shall be charged as follows:

- More than 28 days' notice – no cancellation charge.
- 14–28 days – 50% of the agreed fee.
- Less than 14 days – 100% of the agreed fee.

Irrecoverable travel or accommodation costs remain payable.

Where preparation has already commenced, preparation time incurred up to the date of cancellation shall remain chargeable.

Neither party shall be liable for delay or failure to perform obligations resulting from events beyond its reasonable control including industrial action, severe weather, illness, governmental restrictions or transport disruption.

9. Limitation of Liability

Consultancy and educational services are provided using reasonable skill and care.

Recommendations represent independent professional opinion based upon information available at the time.

Northern Trauma Consulting accepts no liability for commercial decisions, product performance, regulatory outcomes or business losses arising from reliance upon consultancy advice.

Nothing within these Terms excludes liability where such exclusion would be unlawful.

10. Compliance

Both parties agree to comply with all applicable legislation relating to anti-bribery, competition law, medical device regulation, data protection and industry compliance requirements.

11. Governing Law

These Terms and Conditions shall be governed by the laws of England and Wales.

Any dispute arising under this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Professional Reputation

Nothing in this agreement shall require Northern Trauma Consulting or Mr Eardley to participate in educational, promotional or commercial activities that may reasonably be considered inconsistent with professional ethics, GMC guidance or the reputation of Northern Trauma Consulting.



Mr. WGP Eardley

MBChB MSc PgCert Med Ed DipSEM(UK&I) MFST(Ed) FRCSEd(Tr&Orth) MD