



Terms and Conditions of Service & Use

Overview and Definitions

The following **Terms of Service and Use** and any policy/content displayed on www.xperta.pro are a legally binding contract between **You** and Xperta. By accepting work through and using the **Services** of Xperta, you are bound by these terms of service and use. Xperta reserves the right to amend these terms at any time and once any changes are posted online, they are in effect.

Xperta.pro is an online marketplace that enables **Legal Users** of the website to search for and hire **Experts**.

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

Legal Users are to be defined as any visitors to the platform including legal professionals, litigants in person, legal agents, business owners or private individuals searching for an **Expert**. To be eligible to use the **Services** of Xperta, you must be an individual over the age of 18 years who can form legally binding contracts.

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

To become a registered **Legal User** or **Expert** with Xperta and to access **Services** you must register for an account. Upon registering with and for the **Services** of Xperta **You** agree to provide true, accurate and complete information and to update this information as appropriate to maintain its truthfulness, accuracy and completeness.

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Trust and Safety

Our community is built on honesty and integrity. We connect **Legal Users** searching for expertise, and **Experts** offering expert witness and professional services. We build in protections and tools to strengthen trust between everyone on Xperta.

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

Xperta 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.

Where it is reasonably expected that an **Expert** demonstrate affiliation to a professional registration organisation and do not evidence this information (e.g. General Medical Council), **Experts** can be removed from Xperta. **Experts** who are not reasonably required to hold professional registration to practice (e.g. a handwriting expert) will not have their credentials verified.

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



Experts have evidenced current professional indemnity insurance for their professional activity including expert witness work.



Experts have evidenced current DBS (Disclosure Barring Service) certificate or subscription.

It is the responsibility of the **Expert** to ensure that any information provided by them to Xperta is honest and accurate. It is equally the responsibility of the **Expert** to ensure that any information set up in their Xperta 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 Xperta 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.

Xperta 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 support@xperta.pro.





Quality Assurance

Xperta 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.

Exclusivity and Independence

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

Xperta 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 Xperta.

Expert Invoice Payment

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.

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

Xperta 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 **14 DAYS**, **30 DAYS**, **90 DAYS** or **DEFERRED** payment terms. Deferred payment terms indicate that the **Expert** 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 **Experts** fees until after the invoice due date as set by the Terms of Payment by the **Legal User**: 14, 30, 60 days. Xperta fees for Deferred payment are charged 6 months after the **Expert** submits their invoice. Fees due in any month are aggregated and sent out at the end of the month to be paid within 7 days.

Users will only receive feedback requested after a job has been marked as Job Done. **Experts** will be asked to give feedback on **Users** after payment deadline has passed.

Xperta functions to connect legal professionals with **Experts** and Xperta is not responsible for the payment of **Expert** invoices. **Xperta** 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 from accounts@xperta.pro for any Xperta 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 make payment.





At the end of each stage of work an **Expert** can raise an invoice from the Workflow. **Legal Users** will be notified that they have an unpaid invoice that can be downloaded to the **Legal User**.

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 **Expert** has marked that the payment has been received. It is important that the **Expert** marks payments as received to prevent **Users** being sent unnecessary payment reminders.

Xperta Fees & Refunds

Xperta 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 Xperta.

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

Experts will be charged 5% (+ VAT) of the total estimated for each Expert Estimate that is accepted and work is completed.

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

Fees to Xperta are charged to the **Expert** after the payment due date to a maximum of six months.

Xperta reserves the right to amend pricing at any time.

Experts who can evidence that that estimates that were accepted was subsequently withdrawn, not completed and was not paid, then the Xperta fee will not be applicable. Requests of this nature can be sent to support@xperta.pro and evidence that can be verified will need to be provided.

References, Ratings & Feedback

Experts are invited 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 Xperta 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 as well as professionals 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. **Expert** ratings show the percentage of individual star ratings that an **Expert** has received as 3 or more stars. An **Expert's** rating is marked as **TBC** until they have feedback from 3 or more **Expert** references or ratings from work completed within Xperta.

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 punctuality of the payment.





Feedback is subjective and any disputes about the quality of feedback cannot be resolved by Xperta. 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** notified. If the updated estimate is not accepted by the legal professional, the **Expert** should 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 Xperta they will provide their basic contact information, a CV, a profile photograph, their job title and work postcode. By registering with Xperta, **Experts** are consenting to the creation of a public profile on the platform. **Expert** profiles will be created by Xperta 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 Xperta, 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.

Legal User profiles are also checked for veracity. **Legal Users** will be contacted if their profiles cannot be validated and Xperta reserve the right to remove any inaccurate, invalid or fraudulent **Legal Users** from Xperta.

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.

Xperta 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 Xperta and is not based on the **Expert's** own self-report.

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





Any evidence of profiles advertising illegal or immoral services are not permitted and should be reported to support@xperta.pro.

Sharing Contact Details

Xperta 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 Xperta 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 uploaded to Xperta.

Agencies

Agencies, partnerships or associations of **Experts** are welcome to register multiple **Experts** within Xperta. Agencies have the right to present themselves as a company, register multiple **Experts** to the same address and use their company logo image that does not contain contact details. Agencies will still need to process work through the platform. Please contact support@xperta.pro to find out how Xperta can work within the systems of your organisation and multiple **Experts** can be added to the site.

Agencies must have the agreement of each **Expert** to market them generally or to specifically register them on the site. Within the ethos of Xperta, priority is given to individual **experts** seeking to work directly with professional **Legal Users**. Individual **Experts** can request to have their profile removed from Agency profiles or redirected to their own email account and any request from an **Expert** to remove an agency listing will be respected.

Legal Aid Agency (LAA) Rates

Some experts work to both their standard rates but will also work to the rates set out by the [Legal Aid Agency](#). Where an expert indicates that they work for LAA rates and the legal professional is applying for legal aid, the expert LAA rates will take precedence over any other rates offered. It is the responsibility of both the **Legal User** and the **Expert** to clarify the rate that has been agreed at the point of instruction.

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 professionals 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

URGENT

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.

Account, Password & Security

Once you are registered with Xperta as an **Expert** or **User**, you have created an account. This account should only be accessed by Xperta, you or any trusted administration staff.

Experts will be provided with their login details and password after profile creation by Xperta. During creation of an **Expert** profile, Xperta will have full access to the account. Upon completion of the Expert profile and by request of Xperta, **Experts** will need to change their password immediately. Once the password has been changed, Xperta will no longer have access to the account. It is the responsibility of the **Expert** to ensure that all information in the profile is correct and accurate.

As a Registered **User or Expert**, you agree, you are entirely responsible to safeguard and maintain the confidentiality of the username and password you use to access Xperta.

Amendments, Cancellations & Suspension

Xperta 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 support@xperta.pro

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

Any amendments to account details and **Expert** profiles are the sole responsibility of any **Users** and **Experts**. Xperta reserves the right to request any amendments to online content and remove profiles when they deem appropriate.

Any **Users** or **Experts** have the right to opt-out of any marketing communications from Xperta or request that their account be deactivated. Any requests of this nature should be sent to support@xperta.pro

Dispute Resolution & Complaints

Xperta take complaints about **Experts**, **Users** or their **Services** extremely seriously.





Any supported evidence of professional misconduct or transgression of this *Terms of Use and Service* could lead to a **User** or **Expert** being removed from the platform.

Xperta is a peer-to-peer platform and is not able to resolve disputes between any Users of the Services and **Experts** on Xperta.

To make a formal complaint about Xperta and it's Services, **Legal Users** or **Experts**, email support@xperta.pro with a summary of your complaint.

Intellectual Property

On www.xperta.pro, all text, graphics, editorial content, data, formatting, designs, HTML, photographs, videos, software and all other content (excluding the content created by **Experts** and **Users**) is owned by Xperta. Any content generated by **Experts** and **Users** hereby grants Xperta a license to use it for the functioning of the platform.

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 Xperta. Xperta 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!

