

## **DR E L TEARE – EXPERT WITNESS**

### **TERMS & CONDITIONS**

#### **1. FEES**

- 1.1 A 'fixed fee' of £1,000 is payable for a first report. Subsequent amendments to this report and/or any other engagement will be charged at £175.00 per hour.
- 1.2 Invoices will be sent to your registered office and you will arrange for prompt payment. My terms of business are strictly 60 days net per clause 10 to which attention is specifically drawn.
- 1.3 My fee for any court appearance is £1,000 per day plus reasonable travel, accommodation and other expenses at cost.
- 1.4 Court fees will be charged in full where notice of Court cancellation is 72 hours or less.
- 1.5 A standby fee of £200.00 per day will apply where notice of Court cancellation between 72 hours and two weeks is given.

## 2. **INSTRUCTING SOLICITORS' OBLIGATIONS**

2.1 Instructing Solicitors are responsible for:

- a) giving adequate and clear instructions;
- b) obtaining all relevant notes, records and investigations;

2.2 Instructing Solicitors will:

2.2.1 Provide me with, or procure the provision of, all information which might reasonably be expected to be relevant in enabling me to fulfil my responsibilities under this appointment ("Information") as and when it becomes available to their Client and/or to Instructing Solicitors.

2.2.2 Ensure that the Information provided or prepared by their Client or on their Client's behalf is complete and accurate, is paginated and updated as necessary.

2.2.3 Inform me immediately if their Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect.

2.3 Instructing Solicitors acknowledge that I shall, and am entitled to, rely upon all information provided to me, that I shall not be responsible for the accuracy or verification of any Information and that my report will be provided only on the basis of the information disclosed to me by them.

3. **DUTIES TO THE COURT**

- 3.1 I confirm that I have read and will comply with the requirements of Part 35 and Practice Direction 35, the Guidance for the Instruction of Experts to give evidence in civil claims 2014, as amended, and the practice direction on pre-action conduct.
- In particular I understand that, although I owe a duty of care to Instructing Solicitors and their clients to exercise reasonable skill and care in carrying out their instructions, my primary duty as an expert witness is to provide independent and unbiased evidence to the Court.

4. **INSURANCE**

- 4.1 I confirm that I hold appropriate professional indemnity insurance in respect of the appointment and hold a certificate available for inspection.

5. **RIGHT TO TERMINATE**

- 5.1 The appointment is subject to receipt of all necessary and relevant information from Instructing Solicitors in sufficient time to prepare a response and payment of invoices as they fall due.

5.2 I will advise you promptly if:

5.2.1 instructions are not acceptable because, for example:

they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear;

5.2.2 I consider that instructions are or have become insufficient to complete the work;

5.2.3 I become aware that I may not be able to fulfil any of the terms of the appointment;

5.2.4 I am not satisfied that I can comply with any orders that have been made.

5.2.5 I have a perceived conflict of interest;

5.2.6 This retainer may be terminated by Instructing Solicitors or their Client at any time by written notice subject to discussion in accordance with the Protocol. Where I am instructed jointly, termination will be effective when I have received written notice from all instructing parties. Termination will not affect my entitlement to payment of any fees for work conducted or invoiced before the date of the termination.

5.3 Upon completion of the case, all documents and materials provided to me for the purpose of this appointment will be destroyed confidentially.

6. **INTELLECTUAL PROPERTY**

6.1 I will own the copyright in all reports and/or materials produced by me. Subject to receipt of all payments due Instructing Solicitor Client is authorised to use the same for the purposes of the matters contained in the Schedule.

7. **CONFIDENTIALITY**

7.1 All information which I receive or create as a result of this appointment will be treated as confidential.

8. **RESPONSIBILITY**

8.1 I confirm that the work which is carried out in relation to this retainer will be my own and will not be delegated or sub-contracted to someone else.

9. **CONFLICT OF INTEREST**

9.1 Instructing solicitors must have notified me in writing of all parties who have some limited involvement in this matter including counsel and solicitors and other experts already instructed in this case. I will confirm that I do not have an actual or potential conflict of interest in accepting this appointment in respect of any parties so named and that I will let you know without delay if I become aware of such a conflict.

10. **TERMS OF PAYMENT**

10.1 My terms of payment are strictly 60 days net from the date of issue of invoices unless otherwise agreed in writing.

11. **GOVERNING LAW**

11.1 This Appointment is subject to English law and the parties hereto submit to the exclusive jurisdiction of the English courts.

12. **FORCE MAJEURE**

12.1 I shall not be liable for any delay in the performance of any obligations under this appointment (and the time for the performance of any obligations under this appointment shall be extended accordingly) if such delay arises from or is attributable to acts, events, omissions or accidents beyond my reasonable control including but not restricted to, ill health, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, and acts or omissions of subcontractors or third parties.

13. **GENERAL DATA PROTECTION DATA REGULATIONS**

13.1 I am aware of my responsibilities under GDPR and comply with them.

13.2 I confirm all records are kept securely.

13.3 I confirm that all records are audited regularly and will be confidentially destroyed after one year of report completion, unless my instructing solicitor informs me the case is to continue.