

The Expert Witness Institute

EXAMPLE TERMS OF ENGAGEMENT

NOTE: this document is produced for illustration purposes only, to assist members who wish to produce their own Terms of Engagement. It should be read with the explanatory document to which it is attached. The Institute takes no responsibility for the legal accuracy of any of the terms set out below or the applicability of any of those terms to individual members.

I agree to provide witness services as an expert in the field of.....in accordance with instructions received from the client, and in accordance with the terms of engagement as set out below:

1. Subject to para. 8 below my fee rate are £..... per hour for all time spent on the case. Time spent in necessary travel will be charged at £.....per hour. I reserve the right to increase these hourly rates on reasonable notice.
2. In addition to fees The Client (which term shall include any instructing solicitor and his/her lay client) will be charged VAT at the current rate where appropriate.
3. All reasonable expenses incurred by me will be charged at cost. Any necessary mileage will be charged at ... pence per mile or first class rail fare whichever is appropriate. Copies of receipts will be provided if requested. VAT will be added as appropriate.
4. Where it is necessary to undertake specific investigations or tests in order properly to deal with the matter I will seek the client's authority before incurring the cost of such investigations or tests. The Client will be responsible for payment of the charges for such tests and investigations.

5. The Client will pay me within 30 days from completion of the report and delivery of the invoice. Separate invoices will be rendered for further work undertaken on the case and will be paid within 30 days from delivery of such further invoice.
6. I will use my best endeavors to comply with any Court order affecting me.. I require the Client to supply me with copies of all such court orders as soon as possible after such has been made. I will deal with any questions about my report put to me by either party but may require assistance and guidance from the client. I will deal with any order or request to attend an experts' meeting. Once the case has been set down for trial I will use my best endeavours to keep those dates free of other work or other trial commitments. I may require the service of a witness summons.
7. If the case is set down for trial and is cancelled or settled within five working days one notional day's attendance at court will be chargeable as set out below.
8. My daily rate for attending Court Hearings is £.... per day or part thereof, including travelling and waiting time whether or not oral evidence is given.
9. For pre-trial work in publicly funded cases (where my fees constitute a disbursement) the client shall advise me of any undue delay in payment In all other cases payment is due within 60 days of invoice date or costs are agreed or awarded by the court. I will assume that the client has received all necessary authority for me to be instructed and paid.
10. Accounts not settled within the agreed period and at my discretion, interest will be charged, at the rate of% per month, or part of a month, until full settlement is received, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.
11. I am not prepared to have my accounts subjected to detailed assessment by a costs judge or by any third party and look to you, the Client, to fund any fees disallowed on assessment .
12. I reserve the right to terminate this agreement upon giving written notice to the client, without prejudice to any accrued rights under the agreement, if the Client
 - (a) Is dissolved or becomes insolvent.

(b) Makes a general assignment, arrangement or composition with its creditors.

13. The rights and remedies set forth in this agreement are not exclusive and are in addition to all other rights and remedies provided by law.
14. This agreement shall be governed by and construed in accordance with the laws of England and constitutes the entire agreement between the parties.
15. I will use my *experience*, care and skill in fulfilling your instructions to the best of my ability. In the event of dissatisfaction with my services, the client shall put reasons to me in writing.
16. The client shall provide me with comprehensive instructions including whether the matter is pre-trial advice or litigation is likely and all time tabling information as far as is practicable including track allocation. I reserve the right to terminate this agreement, and to charge for work undertaken to that point, if the Client or anyone representing the client shall have provided me with information which is false or misleading and which may compromise my duty to the court.
17. The Client understands and accepts the nature of my duty to the court (in civil matters) under Part 35 Civil Procedure Rules.
18. I shall not incur any liability to the Client for any loss or damage which may be suffered as a result, directly or indirectly, by the supply of services being prevented, hindered or delayed as a consequence of circumstances outside my control.

Please confirm your agreement in writing to the above terms.