

**A.N.Other??**  
**London**  
***TERMS OF ENGAGEMENT***  
***for.....<sup>a</sup>***

My current terms of engagement are

1. My current hourly fee rate is £x00.00<sup>b</sup> for all time spent on the case.
2. I am prepared to travel to .....<sup>c</sup> if necessary. I shall expect hotel accommodation, convenient to the court, to be arranged and paid for in .....<sup>c</sup> I shall expect to be provided with a first class/business class air ticket.
3. My daily rate for attending Court Hearings is £x000.00,<sup>b</sup> which includes time for travelling and waiting. I expect payment even if I do not give oral evidence. Once I have left the United Kingdom/England I shall expect to be paid for a minimum of x<sup>d</sup> days.
4. For pre-trial work I expect payment within 60 days of invoice date from you, my client, irrespective of whether your client has paid you. Following trial I shall expect prompt payment as soon as costs are agreed or awarded by the court and, in any event, within three months of the end of the trial. Accounts are rendered in £-Sterling and should be paid by Sterling cheque or Banker's Draft.
5. Should accounts not be settled within the agreed period, at my discretion I have the right to charge interest on unpaid accounts at the rate of 2% per month, or part of a month, until full settlement is received.
6. Once the case has been set down for trial I will use my best endeavours to keep those dates free of any other work or any other trial commitments. If, the case having been set down for trial, the trial is cancelled within x working days I shall expect to be paid for y notional day's attendance at court. If the trial settles within z working days of the start date I shall expect to be paid for y+ notional days' attendance.
7. I am not prepared to have my accounts subjected to taxation and look to you, my client to fund any taxation deducted relating to the case at any time.
8. I will use my experience, care and skill in fulfilling your instructions to the best of my ability. Please remember that I am an independent witness. Under no circumstance would I be prepared to give evidence by video link or other remote means.
9. Please let me have your full instructions, together with any further relevant information you may have, and confirm your agreement in writing to the above terms.
10. Please keep me closely informed on the progress of the case. I can probably help in the period before trial if indeed the matter proceeds to that stage.

**A .N.Other FRCS**

- a. Here insert the country/jurisdiction.

- b.** Here insert the appropriate hourly/ daily rate. The rate will probably differ according to the jurisdiction, but in UK is likely to be capped by the Legal Services Commission.
- c.** Here insert the country/district.
- d.** Here insert the reasonable number of days. For instance 2 would be reasonable in Europe but 5 in the far east/Australia since the return journey cannot realistically be achieved in less

In paragraph 6 the cancellation fees will again vary according to jurisdiction. X might be 5 in near jurisdictions and ten in the far east/Australia. Y might be two in near jurisdictions and 5 in far east/Australia. Z might be 2 in near jurisdictions and ten in far east/Australia. For UK cases I insert the phrase 'I shall in no way be assisted by a witness summons', but of course outside the UK a witness summons has no value.