

1 Conditions of Engagement of an Expert

These Terms set out the agreement by which **CPIMS.COM LTD (CPI)** provide services to the 'Instructing Clients'. These terms shall prevail over any Terms of Business provided by the 'Instructing Client'. If you do not agree to these Terms of Business you should not instruct an expert or engage Services from CPIMS.COM LTD. Receipt of instructions shall infer that you agree to these Terms of Business.

2 Definitions

- 2.1 **Instructing Client** - means the party or parties instructing the expert for advice or the provision of an expert report. The instructing parties could be a solicitor, a local authority, an insurance company or any individual, partnership, or organisation.
- 2.2 **Services** - means the provision of a consultant or independent Expert for the purpose of conducting an assessment and preparing a report, including the giving of evidence in Court.
- 2.3 **Instructions** - means the written request for Services required by the Client for an Expert. The Instructions must include sufficient details to enable the Expert to comply with any Court order and the Civil Procedure Rules (1999) (CPR).
- 2.4 **Court** - means any Court of Law, tribunal or body concerned with the process of arbitration or dispute resolution.
- 2.5 **Advice** - means advice or a report given on an issue before it becomes a matter for litigation under the CPR. It is the Expert's opinion on an issue which lies within his field of competence and assists the instructing solicitor in deciding whether or not to initiate court proceedings.
- 2.6 **Fees** - means the Expert's professional charges for carrying out the instructions and includes all reasonable expenses incurred whilst discharging these obligations. Expenses can include rail travel, hotel accommodation, air fares, refreshments, car mileage, toll fees and parking expenses.
- 2.7 **Report** - means the written report prepared by the Expert to assist the Court in compliance with the CPR Part 35.10.
- 2.8 **The Expert** - means an Expert who is instructed to provide a Report or Advice by the Instructing Client/s.
- 2.9 **Single Joint Expert (SJE)** - means an Expert who is instructed under the CPR Part 35.7 to submit evidence on behalf of all litigating parties.

3 The Expert's Obligations:

- 3.1 The CPR, including approved protocols, shall prevail over any part of these Terms of Business which are inconsistent with the CPR.
- 3.2 The Expert's over-riding duty is to the Court. The Expert will act with objectivity and independence when carrying out instructions and will comply with the relevant requirements of the CPR.
- 3.3 The Expert will only accept instructions relevant to their qualifications and experience.
- 3.4 The Expert will advise the Instructing Client of any actual or perceived conflict of interest.
- 3.5 The Expert will deal with any written questions concerning the report and with all other matters appropriately within the time limits set by the Court.
- 3.6 The Expert will make all reasonable efforts to be available for Court hearings, conferences and other meetings.
- 3.7 The Expert cannot accept instructions where payment is contingent on the outcome of a case. Where costs are likely to exceed any quotation given at an earlier date, the Instructing Client will be informed immediately.
- 3.8 When acting as a Single Joint Expert (SJE), the Expert will at all times remain objective and impartial and act in a fair and transparent manner preserving confidentiality at all times. Identical copies of all correspondence will be provided to all Instructing Clients.
- 3.9 CPIMS.COM LTD will provide the Instructing Client with an estimate of likely costs for the production of a report including details of all relevant fees and charges including miscellaneous expenses including travel and accommodation charges.

4 The Instructing Client's Obligations:

- 4.1 The Instructing Client will provide clear written instructions and copies of all relevant documents.
- 4.2 The Instructing Client will ascertain the Expert's availability for all relevant Court hearings, conferences and meetings and keep the Expert informed of all such relevant dates and Court Orders affecting the Expert.
- 4.3 To deal promptly with the Expert's requests for further information.
- 4.4 Where a SJE is instructed all parties should agree to a single set of instructions or issue joint instructions as appropriate. The SJE will not commence work until those instructions have been received. Separate instructions must be sent to the other instructing party.
- 4.5 In Legal Aid Cases, the Legal Services Commission/Scottish Legal Aid Board must have granted authority for the instruction of an Expert or the Instructing Client is a contracted supplier with devolved powers in the relevant category of work. The Instructing Client is responsible for the settlement of all fees.

Terms of Business April 2008

5 Fees

- 5.1 Fees are valid from 1st April each year. CPIMS.COM LTD agree to notify the Instructing Client 1 month in advance of any fee increases other than those resulting from the annual review.
- 5.2 Whenever possible the fees for the production of a report shall be estimated in advance by request of the Instructing Client.
- 5.3 CPI shall charge the Instructing Client those fees applicable for the provision of services for each individual instruction of work. Fees shall not be subject to taxation or assessment of costs.
- 5.4 The Instructing Client will pay in full those fees charged by CPI within 30 days of the date of invoice regardless of the outcome of any assessment or other intervention by the Court. Payment of fees is not dependent on the settlement of the case and terms are strictly 30 days.
- 5.5 If the Instructing Client fails to make payment within 30 days of the date of the invoice then CPI shall be entitled to charge the Instructing Client an interest rate of 5% on the total accumulating balance per month.
- 5.6 CPI shall use its discretion and resort to whatever action it deems fit if reasonable efforts to recover the debt have failed.
- 5.7 Termination of this agreement by either party must be given via 1 month's written notice. A failure to correct or remedy a material breach of these Terms will constitute an immediate termination of this agreement.
- 5.8 Termination of this agreement will not affect the Instructing Client's obligation to discharge fees incurred up to the date of termination.
- 5.9 The Expert shall retain all intellectual property rights over the advice/report.

6 Schedule of Fees

- 6.1 Assessment of Claimant/Site Visit/Advice charged at £110 per hour.
- 6.2 Reading of documents/Court bundle/medical reports charged at £110 per hour. Pagination of records is charged at £70 per hour plus postage and packaging.
- 6.3 Editing and background research involved with the preparation of a report charged at £110 per hour.
- 6.4 Travel time charged at £85 per hour.
- 6.5 Conference/meetings/discussions charged at £110 per hour (minimum of 2 hours).
- 6.6 Attendance at Court 1/2 day £500 (up to 4 hours). Full day £1000 (excludes travel and accommodation charges).
- 6.7 Cancellation charges of 20% of the total fees are applicable if 5 working days notice have been provided from the first day of the Court hearing. If less than 5 days the full fees are applicable.
- 6.8 Telephone calls/faxes/letters in/out and emails are charged in units of 6 minutes. Each unit is charged at £11.00 per unit.
- 6.9 Mileage is charged at 85 pence per mile.
- 6.10 Miscellaneous expenses: where hotel accommodation is required every effort will be made to find a reasonably priced hotel in the locality. First/Business class travel facilities will be sourced in order to guarantee seating and for the purpose and convenience of preparatory work. Expenses incurred for toll fees, refreshments etc will be itemised on the fee note accordingly.

7 Disputes

- 7.1 In the event of a dispute over fees, such part, that as is not disputed, shall be paid within the agreed credit period.
- 7.2 Interest will continue to accrue on any unpaid amount until it has been settled.
- 7.3 All complaints should be made directly to the Expert concerned in the first instance. In the event that the complaint is not resolved the matter should be referred to Denise Watling. Any complaint will be investigated thoroughly and The Instructing Client will be provided with a proposal for remedial action.

All instructing clients are asked to sign a copy of this agreement to indicate consent of the conditions therein: a signed copy should be returned to CPIMS.COM LTD, 47 Windsor Road, Southport, PR9 9DB. In the absence of a signed copy then the Instructing Client will be deemed to have accepted these Terms of Business once instructions have been received to proceed with work.

Signed on behalf of the Instructing Party..... Date.....2008
Position..... Print Name.....
Company Name
Company Address/stamp.....
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