

## Terms of Appointment

Expert witness

1. \_\_\_\_\_, the "Appointor", acting on behalf of \_\_\_\_\_, 'the Claimant/Defendant/Other', has appointed \_\_\_\_\_, 'the Expert', to render advice and services in accordance with these Terms of Appointment. If requested, the Expert is willing to consider acting as a Single Joint Expert within the meaning of the Civil Procedure Rules.
2. The Appointor will normally provide date-ordered, paginated, catalogued, clear, single-item, single-sided copies of documents and other materials for the Expert's consideration. Where preferred the Expert can arrange provision of this service, which will be charged for as a disbursement. This preference will be assumed if documents are sent unsorted or otherwise not in conformity with these normal standards.
3. All rights and benefits of ownership in written reports, photographs, recordings, models and other original work created by the Expert shall remain vested in the Expert until all relevant charges have been paid in full.
4. Fees for expert work will be charged exclusive of non-profit costs. Units of engagement are tenths of an hour or part thereof. Travelling time will be charged at full professional rate. The Expert shall be entitled, at his discretion, to render invoices at monthly, quarterly or other intervals.
5. The Appointor will pay the Expert on receipt of invoice. At the Expert's discretion, payments on account may be required. If any invoice is unpaid 30 days after the invoice date the Expert shall be entitled to invoice and recover interest on the total amount outstanding at the rate of 2.5% per month or part thereof. The Expert shall be entitled to recover all costs incurred in recovering any outstanding payments, including time spent on correspondence, invoices, statements and conduct of litigation.
6. If an engagement (Court Appearances, Conferences, Appointments etc) is cancelled (including failure to attend) other than by the Expert, the Expert shall be entitled to invoice and recover Cancellation Charges from the Appointor according to the following scale:  
  
If notice received is  

more than fifteen clear working days	no charge
from six to fifteen clear working days	50% of fee
up to five clear working days	50% of fee
7. The Appointor shall be responsible for payment of the Expert's fees and non-profit costs. Charges are not contingent on any outcome or settlement nor subject to reduction by reason of any costs assessment or any scale or limit, nor for any reason except by explicit prior written agreement.

I confirm that I understand and accept these terms.

Signed ..... for **Appointor**

Date .....