

Davas Ltd - Terms and Conditions for Expert Witness work



Sadly our recent poor experiences dealing with solicitors and insurers have led us to insist on the following terms before we will carry out any expert witness work.

Preliminary appraisal of work

We will not charge for any preliminary examination of documents or preliminary phone calls to determine if we can carry out the work.

Costs

Once we have agreed to provide an expert service we will charge at the following rates:-

£750 per day (time will be combined into days and fractions of days where possible)

£150 per hour (for short term work or additional advice after final report is issued)

All excluding VAT at current rates.

If the solicitor(s), insurer(s) or client(s) wish to reclaim VAT for certain aspects of the work then this is up to them - we will not issue invoices for the VAT element of our fee separately.

Expenses

Where expenses are incurred (eg travel to Court or to examine evidence, overnight accommodation etc) these will be charged separately. Car travel will be charged at 40p per mile, other travel (eg rail) and all other expenses will be at cost.

Estimate of work

We will provide you with an **estimate** of the time needed to examine the evidence and prepare a report prior to agreement to proceed based on the preliminary information you supply to us.

However if, when we receive the full information from you, it is obvious that this estimate needs to be significantly revised we will inform you before proceeding. Significant in this case means that the time could take more than 50% extra above the estimate we provided initially.

This estimate **will not** include time and costs associated with attending Court if it is deemed necessary.

Terms

If we agree to take on the work the following terms will apply:-

We will prepare an initial draft report and submit electronically to you within the agreed timescale and will submit an invoice at the same time for settlement within 30 days or before attending Court whichever is shorter. The draft report may contain requests for further information and we will address any issues that arise or as a result of further information provided and when we have completed revisions we will issue a new draft and a final invoice for payment within 14 days. Only once payment is received we will release a hard copy (copies) of the final report.

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VAT No: 715 9273 21 Registered No: 4130845

Until we have received outstanding payments in full we will not issue a final report, nor attend Court.

If any subsequent additional work is required we will again issue a draft electronically, and invoice for payment within 14 days before the final version of the revised or supplementary report is released.

Where we are appointed as joint experts, or in any other situation where costs are to be split we

a) must be informed of this at the outset of the work

b) will require full settlement by **all parties** before issuing a final report to all parties or attending Court

We will invoice the solicitor(s)/insurer(s) for payment by them. The work is to be carried out for the solicitor(s), insurer(s) and/or client(s) and we expect payment according to our terms from the solicitor(s), insurer(s) and/or the client(s). In cases of legal-aid funded work we will expect direct payment from the solicitor(s), insurer(s) and/or the client(s) - they can then reclaim our invoiced fees as appropriate. We will not carry out any work if payment is dependent on claims from legal or any other source aid being made before payments to us can be made.

We will not carry out expert witness work for solicitor(s) or insurer(s) where we are asked to invoice the client(s) direct.

Court attendance

We will not attend Court until ALL outstanding invoices have been paid in full.

If we have to attend Court the costs will be additional to the work carried out examining evidence and preparing a report. We will invoice for our attendance at Court immediately afterwards for payment within 14 days. We will charge for the time spent travelling to/from Court as well as the actual time at the Court, in the Court listening to other evidence or giving advice, or giving evidence.

If we have been booked and have agreed to attend Court we reserve the right to charge for the full period of the booking unless cancellation is made prior to ONE month to the due date. In addition any non-refundable expenses (hotels, pre-booked travel etc) will be charged for.

Late payment of any invoice

Late payments will be charged at 5% per month overdue or part thereof in addition to single additional payment of £100 under the terms of the Late Payment of Commercial Debts (Interest) Act 1998 and dependent legislation.

Acceptance of Terms

By providing us with the information/material items necessary to prepare an expert report and by asking us to prepare such a report you are deemed to have accepted all the above terms, conditions and payment schedules.

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