



Terms & Conditions

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1 Definitions

- 1.1.1 'The Expert' means the person appointed to render expert advice and services, including the giving of evidence, but not formal advocacy.
- 1.1.2 'The Client' means the person(s), Government department, local authority, solicitor firm, or other company to whom The Expert has been instructed to provide such advice and services.
- 1.1.3 'The Company' means SVT Collisions Ltd.
- 1.1.4 'Fees' means (in the absence of written agreement to the contrary) the reasonable charges of The Expert based on The Expert's normal hourly rate for work of the type instructed. A daily rate shall be applied to any day or part of any day of a hearing, including preparatory work and waiting time. Unless otherwise agreed, time spent travelling may be charged at half the full hourly rate. The Company is registered for Value Added Tax (VAT) and VAT or the equivalent tax will be charged where applicable.
- 1.1.5 'Disbursements' means all reasonable expenses necessarily incurred in rendering expert advice and services, including the giving of evidence. By way of example, they include the costs of relevant equipment hire (including vehicle hire where appropriate), computer software costs, the cost of obtaining published documents, including those withdrawn, as well as all appropriate out of pocket expenses such as car mileage, rail travel, air fares, reasonable refreshments and hotel accommodation where an overnight stay is necessary. VAT or the equivalent tax will be charged where applicable.

2 Introduction

- 2.1.1 When The Company is instructed to carry out any collision investigation work or any associated services, these Terms and Conditions shall be deemed as being accepted by The Client. These Terms and Conditions and our estimate are the entire agreement between us.
- 2.1.2 These Terms and Conditions apply to the provision of the services detailed in our estimate by The Company registered in England and Wales: Company No. 17126058 to The Client buying the services.
- 2.1.3 Instructions will be held as being between The Client, whether an individual or a company, not with the Legal Services Commission or the Courts.





- 2.1.4 Any contract or agreement shall be construed as having been made in England and subject to the Law of England and Wales and, therefore, subject to the jurisdiction of the English Courts.
- 2.1.5 The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

3 The Client

3.1 The Client will

- 3.1.1 Provide full instructions in writing (electronically via email or file sharing website) supported by legible digital copies of all relevant documents having obtained any permissions, consents or licences or otherwise required.
- 3.1.2 Deal promptly with every reasonable request of The Expert for authority, information and documents.
- 3.1.3 Not alter, or permit others to alter, the reports of The Expert.
- 3.1.4 Ascertain the availability of The Expert for every hearing, meeting or other appointment at which The Expert's attendance will or may be required and give The Expert immediate written notification together with adequate notice.
- 3.1.5 Unless otherwise agreed, pay in full The Company's invoice (fees and disbursements) irrespective of the outcome of any taxation of costs. All fees are subject to strict 30 days payment terms (see Section 6 – Fees and Disbursements).

3.2 In Legal Aid cases

- 3.2.1 Inform The Company at the outset if the case is, or is expected to be legally aided.
- 3.2.2 Provide The Expert with sufficient details of the case and promptly answer any queries that will enable The Expert to prepare required estimate of charges.
- 3.2.3 Not require The Expert to provide any services before the grant of authority by the Legal Aid Board for the fees and disbursement.
- 3.2.4 Apply to the Legal Aid Board for prior approval of The Expert's estimate and promptly inform The Expert accurately of the outcome of the application.





- 3.2.5 Apply as above for additional fees required by any further work not originally authorised.
- 3.2.6 Make timely application to the Legal Aid Board or to the Court for interim and final payments of The Company's invoice and promptly remit to The Company all such payments upon receipt.
- 3.2.7 Use their best endeavours to ensure that The Expert's fees and disbursements are recovered in full by way of the Legal Aid Fund and in the case of the Crown Court from the Lord Chancellor's Department.
- 3.2.8 So advise The Expert if they are a Legal Aid Franchise with devolved powers in the relevant category of work and ensure the prompt remittance of interim and final payments as invoiced.
- 3.2.9 Use their best endeavours to ensure that The Expert's fees and disbursements are promptly remitted in full in the event of termination or suspensions of a Franchise Agreement or of a Legal Aid Certificate. Where a taxation of costs is necessary, it will be applied for, pursued or defended (as applicable) in a timely manner.

3.3 In privately funded cases

- 3.3.1 Ensure they are in funds at all times to promptly discharge the fees and disbursements of The Expert.
- 3.3.2 The Company is not liable for any delay or failure to provide their services if this is caused by The Client's failure to comply with the provisions of this section (3 The Client).

4 The Expert

4.1 The Expert will

- 4.1.1 Undertake only those parts of a case in respect of which The Expert considers they have the adequate qualifications and experience
- 4.1.2 Use reasonable skill and care in the performance of the instructions received.
- 4.1.3 Act with objectivity and independence with regard to their instructions and, in the event of a conflict between his duties to The Client and to the Court or Tribunal, will hold their duties to the Court or Tribunal paramount.





- 4.1.4 Promptly notify The Client of any matter including a conflict of interest, or lack of suitable qualifications and experience which could disqualify The Expert or render it undesirable for them to have continued involvement in the case.
- 4.1.5 Endeavour to make themselves available for all hearings, meeting and other appointment of which they have received adequate written notice.
- 4.1.6 Not without good cause, discharge themselves from the appointment as The Expert.
- 4.1.7 Preserve confidentiality save as expressly or by necessary implication authorised to the contrary.
- 4.1.8 Not negotiate with an opposing party or adviser unless specifically instructed by The Client so to do. For avoidance of doubt, this clause does not apply to any Order of a Court or Tribunal.
- 4.1.9 Attend such meetings of Experts as ordered by the Court or Tribunal or as requested by The Client.
- 4.1.10 Provide all relevant information to allow The Client to defend The Expert's fees or disbursement at any taxation of costs.
- 4.1.11 Promptly respond to any complaint of The Client and within a reasonable time provide a statement of explanation or a means of rectification.

4.2 Timeliness

- 4.2.1 Provide a delivery date estimation at the commencement of any instructed work. The Company reserves the right to terminate instructions if an unrealistic time constraint is required that was not requested at the time of instruction. Work completed up to that point will still be subject to payment.

4.3 Court Attendance

- 4.3.1 The Expert will attend court at The Company's standard expert hourly rate, with travelling time charged at half the hourly rate with additional expenditure also invoiced.
- 4.3.2 If dates to avoid are not sought The Company shall not be held liable for any outcome caused by The Expert's non-attendance if insufficient notice is given. Dates to avoid should be requested in a timely manner.





4.3.3 The Company reserves the right to invoice for late cancellation of court attendance.

5 Intellectual Property Rights

- 5.1.1 The intellectual property rights of all original work created by The Expert shall remain vested in The Expert unless otherwise agreed in writing. The Expert asserts all their moral rights.
- 5.1.2 The Company reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

6 Fees and Disbursements

- 6.1.1 Expert hourly rates are reviewed annually and are available upon request.
- 6.1.2 Fees are charged for time spent dealing with a case and for time spent at Court. Fees are calculated based on the time spent by The Expert dealing with the case, including (inter alia): telephone discussions, meetings online and in person, reading and considering documents, visiting incident sites and inspecting vehicles, conducting calculations and computer modelling, conducting research, report writing and peer reviewing.
- 6.1.3 Work will be invoiced either at a fixed rate or per hours worked plus additional fees such as travelling. Where an hourly rate is applicable an estimate of these hours will be provided prior to starting the work, and if likely to be exceeded will only happen if agreed by The Client.
- 6.1.4 Prices quoted / estimated for services will remain correct for 60 days from the date of quotation / estimate, whether the quotation / estimate is verbal, written or computer generated.
- 6.1.5 If The Client is a professional client such as a solicitor instructing The Company on behalf of a lay client, the professional client will be responsible for the fees & disbursements whether or not they have received funds from the lay client or from the Legal Aid Fund. Any shortfall in fees due and fees claimed from and paid by the Court will be invoiced to The Client.
- 6.1.6 If The Client is a private client, that is those not known as solicitors or insurers, The Client may be asked to pay 50% of the estimated total (plus VAT) prior to work commencing.





- 6.1.7 Note: The Judicial Committee's Guidelines make a) payment upon a contingency fee basis unacceptable and b) the placing of pressure upon The Expert by The Client to provide extended credit terms or any other arrangement for inclusion in The Client's approved list of Experts improper, as they compromise the Expert's independence and impartiality.
- 6.1.8 For the avoidance of doubt in the following circumstances The Expert shall be entitled to charge fees at The Company's normal hourly rate:
- 6.1.8.1 Where The Expert's time has been reserved by subpoena or otherwise for a specific hearing, meeting or other engagement, or,
- 6.1.8.2 Where specific instructions have been given to The Expert for an inspection/examination and report, and where, due to settlement of the dispute or any other reason not being the default of The Expert, the reservation of time has been cancelled and / or instructions have been withdrawn.

6.2 Payment Period

- 6.2.1 The Company may present invoices at such intervals as they consider fit, although this will be generally at the conclusion of the work. Payment of each invoice is due on presentation, subject to any written waiver or indulgence granted by The Company.
- 6.2.2 The Client shall be liable for payment of The Company's invoice.
- 6.2.3 All fees are subject to strict 30 days payment terms (unless a prior agreement is in place).
- 6.2.4 All overdue amounts will be charged at a rate of 8% per annum above Bank of England base rate. Any failure to pay an invoice will be pursued through UK court(s), all costs to The Company for this process will be paid by The Client. While an account remains unpaid, The Company reserves the right to suspend provision of its service for so long any amount remains outstanding and to recover reasonable debt recovery costs if they are incurred.
- 6.2.5 All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither The Company or The Client can assert any credit, set off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 6.2.6 Receipts for payment will be issued by The Company only at The Client's request.





6.3 VAT

- 6.3.1 The Company is VAT registered; therefore, all prices quoted / estimate will be subject to Value Added Tax, VAT will be charged at the applicable rate at the time of invoicing.

7 Indemnity and Insurance

- 7.1.1 The Company holds professional indemnity insurance to the value of £5,000,000. If The Client feels this is insufficient cover, they must inform The Company prior to instructing them.
- 7.1.2 The Company holds public liability insurance to the value of £5,000,000. If The Client feels this is insufficient cover, they must inform The Company prior to instructing them.

8 Storage of Documents

- 8.1.1 The Company will, at the conclusions of each case, retain The Client's file of papers and other documents for such a period of time they feel appropriate at their discretion.
- 8.1.2 If The Client requires such papers to be retained for any specific period, they must give The Company notice in writing to that effect. If this is the case, The Company reserve the right to require The Client to take personal custody of the papers, and cover the cost of transferring the documents to their premises.
- 8.1.3 The Company operate as a paper-free company, so documents should be being sent by secure electronic means (for example, secure file sharing websites). Where physical documents are handled, The Company we will securely store the documents for the shortest time period necessary and then return them to The Client by post (tracked delivery) at The Client's cost. Wherever appropriate, The Company will shred all paper materials.

9 Termination and Disputes

9.1 Termination

- 9.1.1 The Company may terminate this agreement forthwith upon notice to The Client without prejudice to the rights of The Company accrued on or prior to such termination if The Client:
- 9.1.1.1 Commits a material breach of their obligations under these Terms and Conditions; or





- 9.1.1.2 Fails to make pay any amount due under the Contract on the due date for payment; or
- 9.1.1.3 Is dissolved; or
- 9.1.1.4 Becomes insolvent or fails or is unable or admits in writing its inability to pay its debts as they become due; or
- 9.1.1.5 Makes a general assignment, arrangement or composition with or for the benefit of its creditors; or
- 9.1.1.6 Institutes or has instituted against it a proceeding seeking a judgement of insolvency, bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights or has presented against a petition for its winding-up or liquidation and, in the case of any such proceeding or petition: a) results in a judgement of insolvency or bankruptcy or the entry of an Order for relief or the making of an Order for the winding-up or liquidation of The Client, or b) is not dismissed, charged, stayed or restrained in each case within 15 days of the institution or presentation thereof; or
- 9.1.1.7 Has a resolution passed for its winding-up or liquidation; or
- 9.1.1.8 Seeks or becomes subject to appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; or
- 9.1.1.9 Any event occurs with respect to The Client which under the applicable laws for any jurisdiction has an analogous effect to any of the events specified in (9.1.6.1) to (9.1.6.8) above (inclusive).

9.2 Disputes

- 9.2.1 In the event of a dispute over the amount of The Expert's fees such sum as is not disputed shall be paid forthwith irrespective of any set off or counterclaim which may be alleged.

9.3 Circumstances Beyond a Party's Control

- 9.3.1 Neither The Company or The Client is liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, act of war, governmental action or any other event that is beyond the control of the party in question.





9.3.2 If the delay continued for a period of 90 days, either The Company or The Client may terminate or cancel the agreement to be carried out under these Terms and Conditions.

END

