

Professor Ben Green
GreenMedicolegal Limited
Terms & Conditions: April 2023-April 2024

1 Interpretation

1.1 In these conditions, the following definitions shall apply:

'Appointer'	means the person, firm or company that instructs the Expert to provide the Service and shall include any person, firm or company that become responsible for this matter following the Instruction. In the event that the Expert is instructed as a Single Joint Expert, the Appointer means all persons, firms or companies that instruct the Expert.
'Contract'	means any contract between the Expert and the Appointer for the provision of the Service, incorporating these conditions.
'Court'	means a Court of Law, Tribunal or body concerned with the process of arbitration or dispute resolution of competent jurisdiction.
'Crime PR'	means the Criminal Procedure Rules 2005 and any subsequent statutory modifications or re-enactment of such legislation.
'CPR'	means the Civil Procedure Rules 1998 and any subsequent statutory modifications or re-enactment of such legislation.
'Econsultation'	means a video consultation via Skype, Zoom, or similar messaging service .
'Expert'	means Professor Ben Green of 243 Chester Road, Helsby, Cheshire, WA6 0AQ.
'Fees'	means any professional fees, expenses, disbursements or costs incurred in the provision of the Service. These are reviewed annually. Work is invoiced at the rate current when the particular work is done.
'Instruction'	means the written instruction provided by the Appointer to the Expert appointing the Expert in the provision of the Service. Such instruction will include where available to the Appointer: <ul style="list-style-type: none">(i) basic information, such as names, addresses, contact details, dates of incidents;(ii) the nature and extent of the expertise required;(iii) the purpose of requesting the report, a description of the matters to be investigated, principal known issues and the identity of the parties;(iv) whether the Expert if to give advice only if proceedings have yet to commence;(v) information regarding proceedings including hearing dates in the event that proceedings have commenced;(vi) provide relevant dates for the delivery or

completion of the Expert's work;

(vii) all pleadings and documents that have been or will be disclosed; and

(viii) any material information or documentation that will assist the Expert in his capacity as an expert.

'Intellectual Property' means any moral rights or copyright.

'Report' means a written report prepared by the Expert as defined in clause 7 of these conditions.

'Scheduled Event' as defined in clause 9.20 of these conditions.

'Service' means the provision of advice or opinion on an issue within the Expert's field of competence or expertise and any other work undertaken by the Expert in his role as an expert in this matter.

'Single Joint Expert' means when the Expert is appointed in accordance with Rule 35.7 of the CPR or Part 33.7 of the Crim PR to submit evidence on behalf of all parties.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2 Application of terms

2.1 The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Appointer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Appointer's purchase order, confirmation of order, instructing letter specification or other document shall form part of the Contract.

2.3 No Instruction by the Appointer shall be deemed to be accepted by the Expert until a written letter confirming acceptance of the Instruction is sent by the Expert to the Appointer.

2.4 The Appointer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Expert which is not set out in the Contract. Nothing in this condition shall exclude or limit the Expert's liability for fraudulent misrepresentation.

3 Instruction

3.1 The Appointer is under an obligation to provide the Expert with clear Instruction.

3.2 The Expert is entitled to request clarification from the Appointer should the Expert feel that the Instruction does not provide sufficient information to enable the Expert to provide the Service.

3.3 The Appointer will deal promptly with any reasonable requests for information made by the Expert.

- 3.4 The Expert is entitled to refuse to act for the Appointer in the event the Appointer fails to provide information requested in accordance with clause 3.2 and 3.3 of this Contract. The Expert will provide the Appointer with written notification that he will not act.
- 3.5 The Appointer has a continuing obligation to the Expert to provide the Expert with information that would have formed part of that Instruction had the Appointer been aware of it at the time of the Instruction.
- 3.6 The Appointer has a continuing obligation to the Expert to keep the Expert informed of all relevant court dates and information within a reasonable period of the information becoming available to the Appointer.
- 3.7 The Expert will only accept Instruction on matters he has sufficient relevant qualifications and experience.
- 3.8 Where the Expert is instructed to provide a report using econsultation methods (e.g. Skype or similar) the instructing party must ensure the client is aware of all requirements, has the necessary information and equipment for the chosen method, and is able to join the econsultation appointment on time. The Expert is not able to offer IT support.
- 3.9 The Expert will charge a fee for missed appointments for physical consultations and econsultations.

4 The Court

- 4.1 The Expert's duty is to assist the Court on the matters within his expertise and is to act with objectivity and independence in providing the Service and to provide an objective, unbiased opinion.
- 4.2 The Expert's duty to assist the Court overrides any obligation to the Appointer or the Appointer's client.
- 4.3 The Expert will not accept an Instruction that is contingent on the outcome of any matter upon which his expert advice is sought.
- 4.4 The Expert will notify the Appointer within a reasonable period if he becomes aware of an actual or perceived conflict of interest that will impair his objectivity.
- 4.5 The Expert will use reasonable endeavours to make himself available for Court hearings or conferences or other meetings on reasonable written notice.

5 Directions, orders and requests during proceedings

- 5.1 The Appointer will provide to the Expert a copy of any order or direction made by the Court that relates to or affects the Expert within 7 days of the Appointer receiving such an order or direction.
- 5.2 The Expert will discuss with another party's expert any issues relating to the proceedings if directed to by the Court in accordance with Rule 35.12 of the CPR or Part 33.5 of the Crim PR. In the event that the Court issues a direction in accordance with Rule 35.12 of the CPR or Part 33.5 of the Crim PR, the Appointer will be liable to pay any Fees that may arise as a result, including but not limited to the preparation of any statement.
- 5.3 In accordance with Rule 35.14 of the CPR, the Expert may file a written request for directions with the Court that are reasonably necessary to assist him in discharging his duty as an expert.
 - 5.3.1 In the event that the Expert exercises his discretion under Rule 35.14 of the CPR, he will provide a copy of such a written request:
 - 5.3.1.1 to the Appointer no later than 7 days prior to the filing of the written request at Court; and
 - 5.3.1.2 to any other party no later than 4 days prior to the filing of the written request at Court.

5.3.2 In the event that the Expert exercises his discretion under Rule 35.14 of the CPR, the Appointer will be liable to pay any Fees including but not limited to Court fees, solicitors' fees and counsels' fees that may arise as a result of the Expert exercising such discretion.

5.4 The Expert will provide such information to the Appointer if the Court directs in accordance with Rule 35.9 of the CPR that information in the possession of the Expert be filed with the Court and/or provided to another party. It will be the Appointer's obligation to prepare and file a document recording the information with the Court and serve a copy of the document on any other party.

6 Single Joint Expert

6.1 If the Expert is appointed as a Single Joint Expert, the Appointers will notify the Expert within a reasonable time if they intend to issue separate Instructions or a single set of agreed Instruction to the Expert.

6.2 The Expert will not commence work until he has received either separate Instructions from all instructing parties or a single set of agreed Instructions.

6.3 Unless the Court exercises its discretion under Rule 35.8(5) of the CPR or Part 33.8(5) of the Crim PR, the Appointers are jointly and severally liable for the payment of Fees.

6.4 When instructed as a Single Joint Expert, the Expert will provide conduct himself in accordance with the principles of transparency and fairness to all Appointers.

6.5 If the Court exercises its discretion under Rule 35.8(4) of the CPR or Part 33.8(4) of the Crim PR to limit the amount of Fees to be paid to the Expert, the Appointers will remain jointly and severally liable for all proper and reasonable Fees charged by the Expert including those that exceed any limit imposed by the Court.

6.6 If the Expert is instructed before proceedings are issued and a single joint expert other than the Expert is subsequently appointed, the Appointer will remain liable for any Fees.

6.7 Should the Expert be instructed by a single Appointer, but is subsequently appointed as a Single Joint Expert in the same proceedings and the Expert has not received a written statement from the instructing parties that they will be jointly and severally liable to pay the Fees, the original single Appointer will remain liable to pay the Fees.

7 Expert's evidence

7.1 The Expert will provide any expert's evidence in a written report ("the Report") unless the Court direct otherwise.

7.2 The Expert will prepare the Report in accordance with the requirements of Rule 35.10 of the CPR or Part 33.3 of the Crim PR as required by the context of the Instruction.

7.3 The Expert has a continuing obligation to notify the Appointer within a reasonable period in the event that the Expert should change his view in relation to any material matter contained within the Report.

8 Questions to the Expert

8.1 Other than in the provision of oral evidence at Court and in those instances set out at clause 8.2, the Expert will answer relevant questions that serve to clarify the Report put to him by another party in accordance with Rule 35.6 of the CPR.

8.2 The Expert will not answer any question put to him:

8.2.1 that is not in writing; and/or

8.2.2 if the Expert reasonably considers the question to be excessive or onerous; and/or

8.2.3 that is received by the Expert 28 days after the filing of the Report at Court; and/or

8.2.4 that is the same or substantially the same as a question previously put to the Expert in accordance with Rule 35.6 of the CPR in the same matter

unless the Court orders him to do so or the Appointer agrees.

8.3 The Expert will send to the Appointer an answer in writing to a question that he is obliged to answer in accordance with this clause 8 within 28 days of receiving the question unless otherwise ordered by the Court or agreed in writing. The Appointer will file the answer with the Court and/or serve an answer on other relevant parties in the proceedings.

8.4 Any answer provided by the Expert will be deemed to form part of the Report.

8.5 The Appointer will bear the cost of the Fees that might arise as a result of any questions raised in accordance with this clause 8.

9 Fee & Payment

9.1 The Appointer is liable to pay the Fees to the Expert. All hourly fees are subject to VAT.

9.2 Unless otherwise agreed by the Expert in writing, the Fees for a Single Report shall be the rates set out in the Expert's letter confirming acceptance of the Instruction that accompanies these terms and conditions. In the absence of prior agreement or the Expert's letter, the following default rates shall apply:

9.2.1 £390 per hour in relation to work undertaken by the Expert in the provision of the written Report (Fees are adjusted annually) ; and

9.2.2 £ 160 per hour in relation to travelling time and £ 0.60 per mile in connection to the Expert attending a Scheduled Event.

9.2.3 Court attendance is charged by the day. Cancellation charges apply. As of 2023 the cost of attendance is 3900 pounds per day. The fee is reviewed annually. Please see cancellation charges below.

9.3 Value added tax is to be added to any fee.

9.4 When appropriate, the Expert will agree a Fee for a single report in advance with the Appointer, or the Expert will provide to the Appointer an estimate of what the Fee may be for a single report (any such estimate will not be binding upon the Expert when charging the Fee).

9.5 Where the Expert becomes aware that the Fee for a single report will exceed an estimate or quotation provided to the Appointer in accordance with clause 9.4 of these conditions, the Expert will notify the Appointer of this within a reasonable period.

9.6 The Expert reserves the right to seek payments on account.

9.7 The Expert reserves the right to issue interim invoices during the provision of the Service.

9.8 Fees shall be payable in full within 30 days of the date of an invoice issued by the Expert to the Appointer (unless otherwise agreed in writing by the Expert).

9.9 Payment of the Fees is due in pounds sterling.

9.10 Time for payment shall be of the essence.

9.11 No payment shall be deemed to have been received until the Expert has received cleared funds.

9.12 All payments payable to the Expert under the Contract shall become due immediately on its termination despite any other provision.

- 9.13 The Appointer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Appointer produces to the Expert a valid court order requiring an amount equal to such deduction to be paid by the Expert to the Appointer.
- 9.14 If the Appointer fails to pay the Expert any sum due pursuant to the Contract, the Appointer shall be liable to pay interest and compensation to the Expert due to the Expert under the Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent statutory modifications or re-enactment of such legislation.
- 9.15 Please note all accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd. All accounts, without exception, will be subject to a surcharge of 15% plus vat to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.
- 9.16 The Expert reserves the right to refuse any further instructions from the Appointer or suspend the provision of the Service if payment is not received in accordance with these conditions.
- 9.17 Unless the Court orders otherwise, the Appointer's right to possession of a Report and entitlement to rely upon a Report as part of any proceedings shall terminate immediately if the Appointer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the Court for the appointment of an administrator of the Appointer or notice of intention to appoint an administrator is given by the Appointer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to a Court for the winding-up of the Appointer or for the granting of an administration order in respect of the Appointer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Appointer.
- 9.18 The Appointer grants the Expert, his agents and employees an irrevocable licence, where the Appointer's right to possession has terminated, at any time to enter any premises where the Report is or may be stored in order to recover such documents.
- 9.19 In the event that the Appointer should cancel the Service for whatever reason, the Expert will be entitled to all Fees incurred up to and including the point of cancellation.
- 9.20 If the Appointer instructs the Expert to prepare for and attend a conference or hearing ("Scheduled Event") and the Expert is subsequently instructed not to attend the Scheduled Event by the Appointer, the Expert is entitled to recover the Fee that would have been payable for attending the Scheduled Event from the Appointer as set out below ("the Cancellation Fee"). Court attendance is charged by the day. As of 2020 the cost of attendance is 3700 pounds per day. Fees are calculated according to the rate applicable to the financial year of the event. The Cancellation Fee is calculated in accordance with the scheduled duration of the Scheduled Event, including time scheduled for travelling to the Scheduled Event, and the daily rate of Fees applicable at the time of the hearing or scheduled event. The following percentage of the Cancellation Fee will be payable by the Appointer:
- 9.20.1 100% of the Cancellation Fee will be payable by the Appointer should the Expert receive notice of the cancellation less than 7 working days prior to the Scheduled Event;
- 9.20.2 50% of the Cancellation Fee will be payable by the Appointer should the Expert receive notice of the cancellation between 8 to 14 working days prior to the Scheduled Event;
- 9.20.3 25% of the Cancellation Fee will be payable by the Appointer should the Expert receive notice of the cancellation at any other time (i.e. more than 14 days) prior to the Scheduled Event.

9.21 Should the Court exercises its discretion under Rule 35.4(4) of the CPR or however to limit the amount of Fees that the Appointer may recover from any other party, the Appointer will be liable for any amount outstanding in relation to the Fees.

9.22 In relation to matters where the Expert's fees and expenses are to be paid under a legal aid arrangement, the Appointer must:

9.22.1 receive authority from the Legal Services Commission; or

9.22.2 be a contracted supplier with devolved powers in the relevant category of work

prior to instructing the Expert. Should the Appointer instruct the Expert without fulfilling clauses 9.21.1 or 9.21.2 the Appointer will be liable to pay Fees of the Expert.

10 Intellectual Property

10.1 The Expert shall retain all Intellectual Property rights that may arise in the Report or document that the Expert may produce in his capacity as the Expert. Any report written by Professor Green shall not be used by any individual or firm other than the original instructor. Any report written by Professor Green shall not be used in any Court or other subsequent proceedings other than the original matter Professor Green was instructed upon, except by prior agreement.

10.2 The Expert grants to the Appointer a licence to use the Intellectual Property provided that the Appointer does not breach the terms of these conditions.

11 Retention of Documents

The Expert will retain all physical and electronically captured documentation, including the Instruction, in compliance with the requirements of the ICO. Documents will be securely disposed of.

12 No Waiver

Failure by the Expert to enforce at any time or for any other period any one or more of conditions of the Contract shall not be a waiver of them or of any other right at any time subsequently to enforce all conditions of the Contract.

13 General

13.1 If any provision of the Contract is found by a Court to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.2 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.3 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14 Communications

14.1 All communications to Professor Green about the Contract or the instructed matter shall be in writing and delivered by hand or sent by pre-paid first class post:

14.1.1 (in case of communications to the Expert) to its registered office or such changed address as shall be notified to the Appointer by the Expert; or

14.1.2 (in the case of the communications to the Appointer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Appointer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

14.1.3 All instructions and documents that are desired to be considered in a report should be posted in time, before any appointment with the Expert.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

14.2.2 if delivered by hand, on the day of delivery

14.2.3 emails regarding cases, emailed instructions regarding cases and emailed records, or other forms of digital records including such as disks or drives are not accepted by the Expert unless by express prior arrangement

14.2.4 communications requiring any amendments to a report must be made in good time, and certainly not within the two weeks prior to exchange or service of the report

15 Acceptance

The communication of a request by the Appointer to the Expert for the supply of services shall amount to the Appointer's acceptance of these conditions, regardless as to whether a copy of these conditions have been signed by the Appointer.

The Appointer accepts these conditions. Where applicable, the signatory is authorised to sign these conditions on behalf of the Appointer.

Signature:

Print Name:

Position:

Date: