

Please note that expert witness services are provided by Arthur Hastings Moir personally rather than by Moir Legal Consultancy LLP

EXPERT WITNESS TERMS OF ENGAGEMENT

These terms and conditions of engagement represent the contract between you and Arthur Hastings Moir ("I", "me" etc).

I have been a member of the Society of Expert Witnesses since 2009 and I provide expert witness services in relation to Northern Ireland Land Law, Conveyancing Law and Land Registration Practice.

I am willing to prepare reports for plaintiffs, defendants and third parties, or as a single Joint Expert Witness or a single Expert Advisor. All reports will be prepared in accordance with the High Court Commercial List Practice Direction 1/2015 and the Society of Expert Witnesses guidance.

By instructing me as an expert witness, you agree to be bound by these terms and conditions.

1. Fees

1.1 My fees for perusing documents, preparing reports and consulting with yourselves, Counsel and/or your client will be charged at an hourly rate which will be agreed at the outset. This rate includes all administrative charges but not disbursements and is exclusive of VAT. All disbursements are to be reimbursed and I will, if requested, provide you with receipted invoices in respect of all disbursements claimed.

1.2 Attendance at Court as an expert witness will also be charged at the same hourly rate. If more than 6 months have passed since the initial report, a refresher fee may be payable in addition to the fee for attending Court. Payment for attending Court will be due even if oral evidence is not required to be given.

1.3 Travelling time for travel outside central Belfast will be charged at 1/2 of the hourly rate, which will include the cost of travel. No travelling time will be charged for travel to central Belfast including the Royal Courts of Justice and the Bar Library.

1.4 I will invoice you upon delivery of my report and thereafter issue further invoices following the provision of any further services. Payment will be due within 28 days of the date of the invoice (subject to clause 1.5).

1.5 Invoices will be addressed to you and you will arrange for these to be paid promptly. If the fees are funded from Legal Aid or by an insurance company you will ensure all invoices are forwarded within 7 days of receipt of same, so that settlement can be made promptly. My contract is with you, not with your client, and you are responsible for paying my fees in accordance with these terms of engagement.

1.6 If any payment due to me is not paid by the due date for payment, interest shall accrue on the overdue amount at the statutory rate. Such interest shall accrue on a daily basis from the due date for payment until the date of actual payment.

1.7 In the event of any attendance at court or at a consultation being cancelled, no charges for attendance will be payable provided I have received at least 24 hours notice of cancellation. If the consultation or appointment is cancelled less than 24 hours in advance, a refresher fee based on 2 hours work may be charged.

1.8 Where I am instructed as a Single Joint Expert by the solicitors of both parties, both firms of instructing solicitors will be jointly and severally liable for the fees and disbursements.

2. Instructing Solicitors' Obligations

2.1 You, as my instructing solicitors, are responsible for providing adequate instructions, and obtaining all relevant notes, records and investigations.

2.2 You, as my instructing solicitors, shall:

- - Comply with, and take all reasonable steps to assist me in complying with, the Commercial List Practice Direction 1/2015.
- - Provide me with, or procure the provision of, all information ("the Information") which might reasonably be expected to be relevant in enabling me to fulfil my responsibilities in accordance with Commercial List Practice Direction 1/2015.
- - Ensure that the Information provided or prepared by your Client or on your Client's behalf is complete and accurate in all material aspects and not misleading and that it is updated as necessary.
- - Inform me immediately if your Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect. You, as my instructing solicitors, acknowledge that I shall, and am entitled to, rely upon all of the Information provided to me, that I shall not be responsible for the accuracy or verification of any of the Information and that my report will be provided on the basis of the Information disclosed to me by you.
- - Check that all relevant matters have been properly addressed in my reports and draw any errors or omissions to my attention so that they can be rectified.

3. Areas of Work & Duties to the Court

3.1. I provide expert witness services in relation to Northern Ireland Land Law, Conveyancing Law and Land Registration Practice.

3.2. I am willing to provide all or any of the following services –

- - Examining the papers provided by you in relation to the relevant case.
- - Preparing a report in accordance with Commercial List Practice Direction 1/2015 in respect of the issues identified by you.

- - Attending a meeting of expert witnesses and agree a memorandum of that meeting in accordance with Commercial List Practice Direction 1/2015, if required.
- - Replying to written questions raised under paragraph 6 of Commercial List Practice Direction 1/2015
- - Attending consultations with you and/or counsel, if required.
- - Attending court and give evidence, if required.

3.3 I will comply with the Commercial List Practice Direction 1/2015. In particular I understand that, although I owe a duty of care to you and your Client to exercise reasonable skill and care in carrying out your instructions, my primary duty is to provide independent and unbiased evidence to the Court.

4. Professional Indemnity

4.1 My work as an expert witness is covered by a professional indemnity insurance policy.

5. Right to Terminate

5.1 My appointment by you as an expert witness is subject to receipt of all necessary and relevant information from you in accordance with Commercial List Practice Direction 1/2015 in sufficient time to prepare a response, and to your payment of invoices as they fall due.

5.2 I will advise you promptly if:

- - Any instructions are not acceptable because, for example, they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear;
- - I consider that instructions are or have become insufficient to complete the work;
- - I become aware that I may not, due to a potential conflict of interest or for any other reason, be able to fulfil any of the terms of appointment; or
- - I am not satisfied that I can comply with any orders that have been made.

5.3 This retainer may be terminated by you at any time by 7 days prior written notice. Where I am instructed jointly, termination will be effective only when I have received written notice from all instructing solicitors. Termination will not affect my entitlement to payment of any fees for work conducted, whether or not invoiced, before the date of the termination. Upon termination, I shall return all documents and materials provided to me by you save that I may retain one copy for my records.

6. Intellectual Property

6.1 I own the copyright in all reports and/or materials produced by me and I shall retain the title to all such reports and/or materials until I have received full payment.

7. Conflict of Interest

7.1 You shall notify me of the parties to the action and I shall confirm that I do not have an actual or potential conflict of interest in accepting this appointment in respect of any parties so named and I will let you know without delay if I become aware of such a conflict.

8. Joint Instructions

8.1 In circumstances where I am jointly instructed by two sets of instructing solicitors, both sets of instructing solicitors shall be my clients. It is for the instructing solicitors to resolve any disagreements the parties may have in relation to instructions or to clearly identify areas of disagreement in their instructions to me.

9. Delays

9.1 I shall not be liable for any delay in the performance of any obligations under this appointment (and the time for the performance of any obligations under this appointment shall be extended accordingly) if such delay arises from or is attributable to acts, events, omissions or accidents beyond my reasonable control including but not restricted to, ill health, acts of God, fires, floods, epidemics, riots, quarantine restrictions, strikes, earthquakes, electrical outages, computer or communications failures, severe weather, and acts or omissions of third parties.

10. Governing Law

10.1 This appointment is subject to the law of Northern Ireland.