



## Terms & Conditions

May 2024

## **General Terms and Conditions**

### **1.0 DEFINITIONS**

- 1.1 The “Agreement” means the terms and conditions together with the particulars in the letter attached hereto addresses to the Appointer
- 1.2 The “Appointer” means the solicitor, loss adjustor, insurer or persons or Government Department instructing the Expert
- 1.3 The “Expert” means the person providing the services on behalf of IntaForensics Ltd
- 1.4 The “Services” means the services as described in the letter hereto

### **2.0 THE CONTRACT**

- 2.1 The Agreement shall be the sole contract for the supply of the Services between the Appointer named in the letter hereto and the principal practicing under the name or style “IntaForensics Ltd” to the exclusion of any others terms and conditions whatsoever except only as may be expressly agreed in writing by the principal of IntaForensics Ltd.
- 2.2 IntaForensics Ltd shall provide and sell and the Appointer shall purchase the services in accordance with these terms and conditions.
- 2.3 In the case of the Appointer being a partnership or unincorporated firm, all partners and proprietors thereof shall jointly and severally liable in respect of the performance and observance by the Appointer of the obligations of the Appointer hereunder.
- 2.4 Any waiver by IntaForensics Ltd of any breach of this agreement by the Appointer shall not be a waiver of any subsequent breach of the same or any other provision of this agreement.
- 2.5 If no instructions are received or a case is not active for 6 months, the contract is automatically terminated and no further work will be undertaken, unless otherwise agreed, and there shall be no liability on IntaForensics Ltd part for the termination of the contract.
- 2.6 If any part of the terms and conditions of this Agreement is held by any competent authority to be invalid or unenforceable, the same shall be severed from this agreement and the remainder thereof shall continue in full force and effect.

### **3.0 INFORMATION**

- 3.1 The Appointer undertakes as a Condition of this agreement to disclose all necessary and relevant information and materials to the Expert concerning the Services.
- 3.2 The Appointer acknowledges that the Expert relies upon such information being complete and accurate in all material aspects, and that the rights of any third party are not infringed in connection with any such information or materials and the Appointer hereby indemnifies IntaForensics Ltd, its principal, employee or contracts against any such infringements.
- 3.3 The right of ownership in respect of all photographic negatives, Video recordings, models and other original work created by the expert shall remain vested in the Expert unless otherwise agreed in writing by the Director of IntaForensics Ltd.

3.4 The Appointer undertakes to give immediate written notification of every hearing, meeting or other appointment at which the Expert's attendance will or may be required.

#### **4.0 LIABILITY**

- 4.1 The Appointer undertakes and agrees not to rely on, or raise any claim for breach of, any representation or variation of these terms and conditions which are not agreed as aforesaid by IntaForensics Ltd shall not be liable for any representation or any variation of these terms and conditions that may be made by the Expert or any employee or contractor of IntaForensics Ltd except only as may be expressly agreed in writing by the director of IntaForensics Ltd.
- 4.2 IntaForensics Ltd shall not have any obligations under or be liable for any instructions save only the instructions identified in the attached letter.
- 4.3 IntaForensics Ltd and the Expert shall use reasonable care and skill in providing the service and it is hereby expressly agreed and declared that IntaForensics Ltd shall not be liable further or otherwise, and without prejudice thereto IntaForensics Ltd shall not be liable to the Appointer or any third party by reason of, and there shall be excluded from this Agreement, any representation or implied warranty, conditions or other term of any duty at common law and whether direct or indirect, contingent or consequential howsoever arising and any liability whatsoever.
- 4.4 IntaForensics Ltd shall not be liable to the Appointer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Services if the delay or failure was due to any cause beyond the reasonable control of IntaForensics Ltd.
- 4.5 All liability on the part of IntaForensics Ltd in respect of obligations under this Agreement shall cause and determine absolutely in the event of the Appointer being in breach of any obligations on the part of the Appointer and the Appointer failing to remedy any such breach within 21 days of any notice of such breach being given by IntaForensics Ltd or forthwith in the event of any such breach being incapable of remedy.

#### **5.0 PAYMENT**

- 5.1 Except as may be expressly stated in the letter attached hereto the appointer shall make payment for the services within 30 days from the invoice date of any invoice presented from time to time.
- 5.2 Without prejudice to 5.1, above, the Appointer shall be responsible to IntaForensics Ltd for payment, irrespective of any liability for payment of monies to the Appointer by any third party, Legal Services Commission or the Court without limitation any other person and payment to IntaForensics Ltd for the services shall not depend upon any such other payment to the Appointer.
- 5.3 It is expressly agreed and declared that payment for the services shall not be reduced or depend upon the result of any taxation in which the Appointer may be involved.
- 5.4 The Appointer shall in addition to any fees specified in the letter attached hereto pay to IntaForensics Ltd all fees, costs, charges and expenses arising in connection with attendance at court by the Expert in connection with the services.
- 5.5 Except as may be expressly stated in the letter attached hereto fees for attendance at court will be charged at the same hourly rate as specified in the letter. This hourly rate will be charged in full in respect of travelling time, waiting time, conferences, and without limitation to time at the Court.

5.6 The Appointer shall pay, if demanded by IntaForensics Ltd, interest on any fees, costs, charges and expenses outstanding upon the expiry of the said period of 30 days at the rate of 3% thereon per calendar month calculated from the date of the invoice to the date of receipt thereof by IntaForensics Ltd on a daily basis.

## **6.0 LEGAL AID**

6.1 Where the services are provided or are intended to be provided in connection with a case that is funded or part funded or is intended to be funded by Criminal or Civil Legal Aid the Appointer agrees to the following terms and conditions in addition, and without prejudice to other terms and conditions of this contract.

6.1.1 Promptly notify IntaForensics Ltd when Legal Aid has been applied for or granted or amended or withdrawn

6.1.2 Apply to the Legal Services Commission for prior authority of the estimated payments for the Services and promptly notify IntaForensics Ltd of the result of from time to time.

6.1.3 That on each and every occasion the Appointer agree early disbursement of the Experts fees within 30 days when IntaForensics Ltd submits and invoice from time to time

6.1.4 Apply to the Legal Services Commission for interim payment in respect of the Services in both Civil and Criminal Legally Aided cases.

6.1.5 The Appointer shall be liable at all times for the Experts fees and costs following engagement of IntaForensics Ltd whether verbally or in writing, and where the Appointer fails to give written instruction for the Expert to cease work.

6.2 Without prejudice to other terms and conditions in this agreement, IntaForensics Ltd may at its sole discretion extend the payment period in legal aid cases from 30 days to a maximum of 45 days. The extended period will in any event not be provided unless the Appointer strictly adheres to this agreement.

## **7.0 DELEGATION**

7.1 The Appointer hereby agrees that IntaForensics Ltd may delegate or subcontract the performance of the Services and may rely upon advice or opinion of any third party who in the opinion of IntaForensics Ltd reasonably is competent for that purpose.

7.2 IntaForensics Ltd shall not be bound to give notice to the Appointer of any such delegation or sub-contracting of the Services. Without prejudice to this condition, IntaForensics Ltd will use reasonable care to notify the Appointer of any such delegation or sub-contractor carrying out the service.

## **8.0 NOTIFICATION**

8.1 Any notice required or permitted to be given by either party to the other under this Agreement shall not be unless made in writing and sent by first class, pre-paid, recorded delivery postal service or by facsimile transmission (followed by hard copy by the prescribed posting method) and acknowledge by the other party, and in the case of posting shall not be affective until 48 hours after the time of posting or in case of facsimile shall not be affective until acknowledged by other party.

8.2 The Appointer agrees that any notices sent to IntaForensics Ltd, upon posting, shall be deemed to have been delivered once received in the hand of the Director of IntaForensics Ltd.

**9.0 SPECIAL NOTICE**

9.1 Disbursements. Means the immediate cost incurred such as rail or other public transport costs, the travelling costs at 45.0p per mile where private or company vehicles are used, subsistence, printing, photocopying, postage etc anything creates an immediate charge.

9.2 Travel Fees. Means the literal time spent travelling and waiting, which is charged at the agreed hourly Expert fees agreed or part thereof.

9.3 Expert Fees. Mean the hourly fees agreed for advice, opinions, reports, discovery, investigation, examination and so