

SINGLE JOINT EXPERT - TERMS OF INSTRUCTION

ADAS Consulting Limited ('ADAS') agrees with [.....of] and [.....of] each separately known as a 'Party' and jointly as the 'Parties' that:

1. ADAS will provide the services (the 'Services') of its employee [.....], an expert in the field of [.....], (or such other employee of comparable experience and competency as it considers appropriate) to act as an expert witness (the 'Expert') in connection with litigation between the Parties in Case Number [.....] in the [.....] Court (the 'Case').

2 The Expert will give opinion evidence on the following areas of dispute:

(i)

(ii)

(iii) etc.

ALTERNATIVELY- SEE ATTACHED SCHEDULE

3. The Expert will provide the Services in accordance with the Civil Procedure Rules ('CPR'), and reserves the right to request directions from the Court in accordance with CPR 35 if he feels this to be advisable.

4. The Parties acknowledge that the Expert's overriding duty is to the Court and that the Court may order the disclosure of any instructions given to the Expert. Neither ADAS nor the Expert accepts any liability for any loss or damage suffered by either Party as a result of any such disclosure.

5. If the Case is settled or withdrawn then this Agreement shall be terminated with effect from the date on which ADAS is advised in writing by the Parties that its Services are no longer required. The Parties are jointly and severally liable to ADAS for its fees for the Services (the "Fees") unless otherwise agreed in writing by ADAS.

6. The Expert will accept instructions from either Party only on the strict basis that the instructing Party provides the other Party to the Case with a copy of any instructions at the same time as required by the CPR.

7. Each Party shall pay the sum of [£.....] on account of Fees to ADAS before any instructions are carried out and thereafter in accordance with the Schedule attached to this Agreement.

8. In the event that any of ADAS' invoices for Fees remain unpaid beyond the contractually agreed date the Expert reserves the right to suspend the Services until all outstanding invoices have been paid and such payment cleared.

9. In the event that the Fees are assessed by the Court at a lower level than that agreed by the Parties with ADAS then the Parties remain liable to ADAS as described above for the Fees agreed by the Parties.

10. Any information provided to ADAS by any Party as a result of this Agreement shall be treated by ADAS as confidential except to the extent that disclosure is required by law or by the Court in the conduct of the Case.

11. The Expert shall be permitted to use his professional judgement in providing the Services and shall, if he deems it necessary or expedient, obtain advice from third parties, including other employees of ADAS. If the Expert obtains such advice he shall be responsible for securing appropriate undertakings regarding confidentiality.

12. ADAS' standard terms of trading attached to these Instructions shall apply to the provision of the Services except to the extent that they conflict with these Instructions.

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Signed byfor and on behalf of ADAS

Name.....

Date.....

Duly authorised signatory of ADAS

Signed byfor and on behalf of [.....]

Name.....

Date.....

Signed byfor and on behalf of [.....]

Name

Date