

## SINGLE EXPERT - TERMS OF INSTRUCTION

ADAS Consulting Limited ('ADAS') agrees with [.....of .....('A.')] (together 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 'A' and [.....] in Case Number [.....] in the [.....] Court (the 'Case').

2 The Expert will give opinion evidence in relation to the Case 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. 'A' acknowledges 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 'A' 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 If the Case is settled or withdrawn then this Agreement shall be terminated with effect from the date on which ADAS is advised in writing by 'A' that its Services are no longer required.

6. Notwithstanding any Order that may be made by the Court requiring another party to pay 'A's' costs in connection with the Case, including fees for the Services (the 'Fees') due to ADAS, 'A' shall remain liable to ADAS for the Fees as agreed between the Parties. In the event that the Fees are assessed by the Court at a lower level than that agreed by the Parties then 'A' remains liable to ADAS as described above for the Fees agreed between the Parties.

7. 'A' 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. Any information provided to ADAS by or on behalf of 'A' 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.

10. 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.

11. 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.

Signed by .....for and on behalf of ADAS  
Name..... Date.....

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Duly authorised signatory of ADAS

Signed by .....for and on behalf of [.....]

Name.....

Date.....