



Rae Denman

RAE DENMAN MEDICAL TATTOO & EXPERT WITNESS LTD

RACHAEL DENMAN-TANNER, BA(HONS) FDA CT DIP CC DIP

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Terms and conditions relating to the provision of expert services

I, Rachael Denman-Tanner agree to provide witness services as an expert in the field of Medical Tattooing and Para-medical Camouflage in accordance with instructions received from the client, and in accordance with the terms of engagement as set out below:

1. My current hourly fee rate for a Court compliant report is £390 plus VAT for all time spent on the case.
2. I am prepared to travel if necessary. Travelling costs are at 50% of the normal hourly rate for the time in transit. Any necessary mileage will be charged at 48 pence per mile or first class rail fare whichever is appropriate. All reasonable expenses incurred by me will be charged at cost. Copies of receipts will be provided if requested.
3. The client will pay me within 60 days from completion and receipt of the report and delivery of the invoice. Separate invoices will be rendered for further work undertaken on the case and will be paid within 60 days from delivery of such further work.
4. Should accounts not be settled within the agreed period, Rachael Denman-Tanner has the right to charge interest on unpaid accounts at the rate of 2% per month, or part of a month, until full settlement is received.
5. My daily rate for attending Court Hearings is £3500 which includes time for travelling and waiting. I expect payment for the time at court even if I do not give oral evidence. The preparation fee will be charged if the case is cancelled within 2 months of the date of the first day of the trial window as preparation including altering clinical work needs to be arranged from that time.
6. If the days allocated to the case are cancelled within 14 days but before the last working day to the start of the case a fee of 50% of the daily rate will be charged for the days so cancelled. If cancellation occurs within one working day of the case commencing the full fee for the time allocated will be charged (although in both instances the preparation fee will be waived). A maximum of one day's additional fees will be charged for cancellation. Any expenses incurred which cannot be refunded in the event of cancellation will be charged in full.
7. I will use my experience, care and skill in fulfilling your instructions to the best of my ability. Please remember that I am an independent witness.
8. The client understands and accepts the nature of my duty to the court (in civil matters) under Part 35 Civil Procedure Rules.
9. I reserve the right to terminate this agreement upon giving written notice to the client, without prejudice to any accrued rights under the agreement, if the client a) is dissolved or becomes insolvent b) makes a general assignment, arrangement or composition with its creditors.

10. The rights and remedies set forth in this agreement are not exclusive and are not in addition to all other rights and remedies provided by law.
11. This agreement shall be governed by and construed in accordance with the laws of England.
12. I reserve the right to terminate this agreement upon giving written notice to the client, without prejudice to any accrued rights under the agreement, if the client a) is dissolved or becomes insolvent b) makes a general assignment, arrangement or composition with its creditors.
13. The client shall provide me with comprehensive instructions including whether the matter is pre-trial advice or litigation is likely and all time tabling information as far as is practicable including track allocation. I reserve the right to terminate this agreement, and to charge for work undertaken to that point, if the client or anyone representing the client shall have provided me with the information which is false or misleading and which may compromise my duty to the court.
14. Receipt of instructions are taken as confirmation of agreement to these terms and conditions. Our privacy policy and GDPR processes are available if you require to review them.

Agreement to the above terms is confirmed by an appointment with the relevant patient.

These terms of engagement will remain in force until 4 April 2025 and may be revised thereafter.

Document date (05 April 2024)