These Terms and Conditions apply to all Services provided by us, AHB Vitalis Ltd, a company registered in England and Wales under number 15178877, whose registered address is at Ludgate House, 107-111 Fleet Street, London. EC4A 2AB. UK. (referred to as "the Company/we/us/our").

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Client" means the party or parties to the dispute which is or may be part of a legal action and for whom the Company will be carrying out the Instructions under the Contract. Where it is a direct instruction, the Client will also be the Instructing Party. In the case of a Court appointed Company, the Client will be the presiding judge or equivalent;

"Contract" means the contract formed as detailed in clause 2, which incorporates, and is subject, to these Terms and Conditions;

"Court" means any court, tribunal, arbitration panel, expert determination body, or other forum before which the dispute the subject of our Services may be placed, including mediation and other forms of alternative dispute resolution;

"Disbursements" means payments made by the Company to a third party in connection with complying with the Instructions issued and which are included in invoices to be reimbursed by the Instructing Party;

"Instructions" means the instructions communicated to the Company by the Instructing Party and includes the initial requirements, and any further Services that the Company may be required to deliver under an order, direction or rule of the Court;

"Instructing Party/You/Your" means the person, firm, company or other organisation that issues instructions to us. In the case of a direct instruction, this may also be the Client. In the case of a Court appointed Company, the instructing party may be the Court. Where the Company is instructed jointly, each Instructing Party shall be jointly and severally liable under these Terms and Conditions unless otherwise agreed in writing or as otherwise set out in an order of the Court;

"Letter of Engagement" means our written estimate to provide the Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and sets out our entire scope of works; and

"Services" means the assessment, gathering and preparation of expert evidence that may be given in a potential or existing legal action, and such other Services as may be provided by us.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing/written" includes emails and similar communications;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "Terms and Conditions" refers to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a clause refers to a clause of these Terms and Conditions;

1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions; and

1.2.6 any reference to a party includes their employees, agents and sub-contractors.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.

1.4 Words imparting the singular number will include the plural and vice versa. References to persons will include corporations.

2. The Contract

2.1 We will send you a Letter of Engagement, setting out the Services we will be providing and our fees. A legally binding Contract will be formed once you sign our letter of engagement or request (electronically or otherwise) that we commence providing our Services. These Terms and Conditions, together with the Letter of Engagement, will form the binding and entire Contract between you and us.

2.2 In the event of any conflict between the Letter of Engagement and these Terms and Conditions, the Letter of Engagement

will take precedence.

2.3 You must notify us at the time the Contract is formed if anyone other than you will be responsible for payment of our fees. This includes, but is not limited to, any third party or public funding (where fees are to be paid by the Legal Aid Agency or any another government or quasi-government body).

2.4 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.5 You are responsible for the accuracy of any information submitted to us and for ensuring that the Services to be provided reflect your and any other relevant party's requirements. Our Letter of Engagement is based on the information provided to us when we prepared it. If any errors or discrepancies become evident, we reserve the right to adjust it.

2.6 In entering into the Contract, the Instructing Party and the Client confirm that they understand and accept that the Company's overriding duty is to the Court.

3. The Services

3.1 We will provide the Services as set out in the accepted Letter of Engagement.

3.2 The Instructing Party is responsible for:

3.2.1 providing us with comprehensive Instructions in writing in a timely manner setting out the issues to be addressed and the questions to be answered. This includes, but is not limited to, all relevant directions and Court orders, timetabling information, track allocation, all evidence to be presented to the Court or other presiding body, any other evidence that is pertinent to the case, whether the matter requires pre-action advice and/or whether litigation is likely, together with any changes to the information provided;

3.2.2 responding promptly to requests made by the Company for additional information or Instructions;

3.2.3 notifying the Company promptly in writing of any alteration or addition to information provided to the Company and advise whether any additional documentation provided is an updated version of an existing document or a new document, and whether such documents have been filed or served;

3.2.4 ensuring that documents provided to the Company are not redacted or altered in any way, nor interfere in any way with the Company's duty to the Court;

3.2.5 advising the Company if any prior Company has been appointed and the current status of that appointment, and in particular whether any Company has resigned or been dismissed from the case;

3.2.6 payment of the Company's fees in full, notwithstanding any challenge as to costs incurred in the conduct of the case; and

3.2.7 informing the Company promptly where a case is concluded, whether by settlement or trial.

3.3 The Company is responsible for:

3.3.1 acting objectively and independently, as required by the applicable professional code, and only undertake Instructions appropriate to the Company's knowledge and experience. Where we consider that the Instructions or any part of them fall outside the Company's expertise, we will notify you without delay;

3.3.2 complying with the directions of the Court where applicable and the relevant procedural rules, codes of practice and other guidelines relating to the Court in providing the Services;

3.3.3 informing you without delay of any change in the Company's opinions on any material matter and the reasons for this;

3.3.4 attending planned meetings, hearings and meetings as required, subject to receipt of adequate notice in accordance with clause 5, and complying with such Instructions and any relevant Court rules during and after said meeting(s);

3.3.5 where specified in the initial Instructions, preparing and providing such information as may be required to assist you in recovering the Company's fees. Please note this does not affect your obligation to pay our fees, as further detailed in clause 6 below.

3.4 Unless otherwise specified in writing, the Company will assume that all information and materials supplied by you and the Client is complete and accurate. The Company will rely on such information in the provision of the Services.

3.5 We cannot be held responsible for any delays, costs or any related consequences where information is withheld or is not

provided to us in a timely manner.

3.6 We cannot accept any Instructions made on a conditional or contingent basis.

3.7 We may return evidence to you or the Client on completion of the Services. Where evidence has been returned and we are called to act further, we may make a request in writing for evidence to be resupplied and you should resupply this to us as soon as reasonably possible.

4. Joint Instructions

4.1 Where the Company is instructed jointly, copy Instructions, reports, invoices and other updates must be provided to all Instructing Parties simultaneously to maintain independence, impartiality and transparency.

4.2 Invoices will be issued to all Instructing Parties and the Instructing Parties will be jointly and severally liable for settlement of all such invoices, irrespective of any internal cost-sharing or reimbursement arrangements between them.

5. Timeframes

5.1 Our Services will be carried out during our normal working hours (8am – 5pm Monday to Friday, excluding bank holidays in England). If you require Services to be provided outside of these times, or if you require documentation to be prepared within 7 days of receiving Instructions, we will use reasonable endeavours to accommodate this, but this will be subject to additional costs as set out in the Letter of Engagement.

5.2 The Instructions provided must be clear on the timetable to be met by the Company and detail any cost constraints. You must keep us informed about any applicable deadlines and send us copies of all Court orders and directions that may affect the performance of the Services or any other relevant matters concerning the Instructions, together with any changes to the timetable.

5.3 We will endeavour to meet any dates and times at which you require us to be present, subject to you establishing such availability in advance. You will notify us immediately once a date is agreed, together with any subsequent changes.

5.4 Subject to clause 5.5, we require a minimum of 48 hours' notice to cancel or rearrange an agreed meeting. If we do not receive this notice, we reserve the right to charge for the wasted time, together with any costs we may have incurred as a result.

5.5 Once the case has been set down for trial, the Company will use best endeavours to keep those dates free of any other work or any other trial commitments. If the trial is subsequently cancelled or rescheduled within 7 days of the trial date for any reason, we will charge for one notional day of attendance at Court at the rate set out in the Letter of Engagement.

6. Price and Payment

6.1 The price for our Services, excluding Disbursements, will be as detailed within our Letter of Engagement. Such prices represent an hourly/day rate and where applicable may be based on an estimate of time we suspect will be required based on the information provided to us at the time. If the Instructions change, if the Court's requirements are significantly amended after the date of appointment, or if the volume of documents and other evidence the Company will be required to review is significantly amended after the Contract is formed, we will notify you to advise that the costs are likely to exceed those set out in the Letter of Engagement and will obtain your written consent before proceeding with the works.

6.2 All prices quoted exclude VAT, where applicable.

6.3 Any agreed Disbursements will be detailed in the Letter of Engagement. For further Disbursements, such as where it is necessary to undertake specific investigations or tests in order properly to deal with the matter, we will obtain your written consent before incurring such costs.

6.4 We will invoice you on completion of the Services. However, if we are delayed in completing the Services through no fault of our own, we reserve the right to issue interim invoices.

6.5 We reserve the right to request payment on account, prior to any Services commencing, and will notify you of this in our Letter of Engagement.

6.6 All invoices are payable in full within 30 days from the date of invoice, without set-off, withholding or deduction. Invoices remain payable irrespective of the outcome of the matter or any subsequent disallowance, taxation or assessment of costs by the Court.

6.7 We will charge for our reasonable travelling time, mileage and other travel expenses (such as overnight accommodation

costs) in connection with the Services. Copies of receipts will be provided on request. We will also charge for any Disbursements and other third party services, materials and goods we provide at your request.

6.8 The time of payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any other right or remedy available to us, we will have the right to suspend the Services and charge you interest on a daily basis at the rate of 8% per annum above the Bank of England base rate from time to time in force, both before and after judgment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to charge for any costs we incur in attempting to recover the debt. Our right to suspend the Services is subject to compliance with our duty to the Court. We will have the right to recover from you the cost of obtaining and/or complying with any directions from the Court.

7. Variation and Amendments

7.1 If you wish to vary the Services to be provided, please notify us as soon as possible. We will use all reasonable efforts to make any required changes, which will be carried out in accordance with these Terms and Conditions and will invoice you for any additional costs incurred as a result.

7.2 If we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

7.3 Notwithstanding clause 7.2, we will have the right to make any changes to the Services which are necessary to comply with any applicable legal or regulatory requirement, and we will notify you in any such event.

7.4 Any additional services requested, whether expressly or impliedly, will not be undertaken without our prior written agreement, which may include confirmation by email. In the absence of such agreement, we reserve the right to decline the work or to treat it as outside the original scope, and to charge separately in accordance with our prevailing rates.

8. Termination

8.1 Either Party has the right to terminate the Contract at any time by giving the other Party no less than 7 days' written notice. Unless otherwise agreed in writing, the fees will continue to be due and payable and we will continue to provide the Services, throughout any period of notice.

8.2 We may terminate the Contract at any time by giving you written notice if:

8.2.1 you or the Client provides Instructions which are incompatible with our duties as an expert;

8.2.2 you or the Client makes an inappropriate request for an item to be included in or excluded from any report or tries to exert inappropriate influence on the content of a report;

8.2.3 you or the Client provides the Company with information which is false or misleading and which may compromise the Company's duty to the Court (where the false or misleading information is disseminated from anyone representing or being represented by the Client or Instructing Party) or the expert report;

8.2.4 the Company has received no instructions or request for work to be completed for a period over 6 months;

8.2.5 the statute of limitations would apply to the matter in hand;

8.2.6 a conflict of interest arises under clause 10.

8.3 Either Party has the right to terminate the Contract immediately if the other:

8.3.1 has committed a material breach of this Contract, unless the breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 14 days after being given a written notice to do so; or

8.3.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), if a receiver is appointed in respect of the whole or any part of its assets, or if anything similar occurs.

8.4 Upon termination, any and all payments required under the Contract will become due and immediately payable. If we have not yet invoiced for any Services or Disbursements provided prior to termination, then we will be entitled to do so and such invoice(s) will become immediately due and payable.

8.5 Any and all obligations of the Parties, which either expressly

or by their nature continue beyond the termination, cancellation or expiration of the Contract, will survive termination under this clause 8 on a pro-rata basis.

8.6 The rights and remedies set out in the Contract are not exclusive and are in addition to all other rights and remedies provided by law.

9. Confidentiality

9.1 We will take all reasonable steps to maintain any confidential information's confidentiality where such information is provided, except for appropriate disclosures to our insurers and professional advisers and except as required by law or as provided for in regulatory, ethical, or other professional requirements applicable to the Company. Confidential information will also be disclosed to the extent necessary to set out the substance of the Instructions in any report. This restriction shall not apply to any information which comes into or is in the public domain otherwise than by breach of the Contract.

9.2 Subject to clause 9.1, we may make limited reference to the fact that we have acted in a matter for marketing and professional development purposes, provided that:

- Any such reference is confined to information that is already in the public domain.
- No confidential details of the matter are disclosed; and
- The identity of the Instructing Party will not be disclosed without your prior consent.

If you do not agree to this approach, you must notify us before entering the Contract.

10. Conflicts of Interest: As at the date the Contract is formed, we are not aware of any matters (beyond those that we have already informed the Client about) which, in our opinion, give rise to any conflicts of interest in relation to the Instructions based on the parties notified to us at that time. We will inform you if we become aware of any conflict of interest in our relationship with the Client. You agree to notify us if you have reason to believe that such a conflict has arisen or may arise. Where conflicts are identified, we may be unable to continue to provide the Services and we reserve the right to terminate the Contract under clause 8.2.9.

11. Intellectual Property

11.1 The copyright in all reports and other materials produced by us as part of the Services is and will remain our property. Subject to a written agreement to the contrary, nothing in the Contract will give you any ownership rights in such materials.

11.2 We will provide you with a non-exclusive licence to use those materials, solely for the purpose of conducting the matter in relation to which this appointment has been made, provided we have received all payments due under the Contract in full. The licence will extend to no other purpose and the materials cannot be used for any other matter unless agreed by us in writing, ordered by the Court or where required by law or regulation.

11.3 You may not sub-licence the rights provided by us without our prior written permission, and any licence granted will be automatically revoked if you breach any of these Terms and Conditions or if the Contract is cancelled or terminated in accordance with clause 8 above. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights.

12. Assignment and Sub-Contracting

12.1 Neither party may assign, transfer, charge or deal in any other manner with all or any of their rights or obligations under the Contract, without obtaining the other party's prior written consent.

12.2 We will be entitled to use employed staff and external contractors, where such assistance is necessary to progress the matter in a timely and cost-effective manner. All those so engaged will be bound by the same rules of confidentiality as agreed to by the Company. We (or the Company as applicable) will remain responsible for the performance of our and the Company's obligations under the Contract.

13. Liability

13.1 Except in respect of death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation, we will not, by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained in the Contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by

our employees, sub-contractors or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded to the fullest extent permissible by law.

13.2 We cannot be held responsible for any failure or delay in providing our Services or for any costs or losses sustained or incurred by you as a result, where our failure or delay was caused by incorrect information, a lack of information or communications from you, or your failure to comply with any of your obligations detailed in these Terms and Conditions. You agree to indemnify and keep us indemnified in respect of any claim made against us by a third party, together with any costs and expenses incurred in defending it, if we become subject to a claim from a third party arising from your non-compliance with these Terms and Conditions (except as a result of our own negligence or default).

13.3 Except as stated in clause 13.1, in the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event shall not exceed the higher of (i) the total fees paid by you under the Contract in the preceding 12-month period, or (ii) the amount recoverable under our professional indemnity insurance.

14. Force Majeure: Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond that Party's reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, act of terrorism or war, governmental action or any other event beyond the control of the Party in question.

15. Data Protection

15.1 Both parties agree to comply with all applicable data protection legislation, including, but not limited to the UK GDPR, Data Protection Act 2018, together with any subsequent amendments to them.

15.2 This includes personal data originating from jurisdictions outside the United Kingdom, which shall be processed in accordance with applicable data protection laws and appropriate safeguards.

15.3 In providing us with the personal data of any individual, you warrant that you have obtained their permission to pass their data to us, as a third party. We will only process this data in order to provide the Services under the Contract and will not use it in any other manner without consent.

15.4 Where we act as the data controller under the data protection legislation, we will ensure we have an appropriate lawful basis for obtaining and processing the personal data. For full details, please refer to our privacy policy, which is available on request.

16. Other Important Terms

16.1 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

16.2 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. This will not affect the validity and enforceability of the remaining parts of the Contract.

16.3 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

16.4 Notices will be deemed to have been duly received and properly served 48 hours after an email is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

17. Disputes

17.1 Please inform us immediately if you have any concerns regarding the Services or the Contract. We will investigate any complaints carefully and promptly and will keep you informed of progress.

17.2 If we are unable to resolve any complaint to your satisfaction, or if the parties are in dispute over any matter, then this will be

referred to a recognised mediation scheme for professional services.

18. Law and Jurisdiction

18.1 Unless otherwise agreed in writing, these Terms and Conditions and the relationship between you and us shall be governed by and construed in accordance with the laws of England and Wales.

18.2 Where the Services relate to arbitration, litigation, or other proceedings seated outside England and Wales, the governing law and jurisdiction may be varied by express agreement in the Letter of Engagement to reflect the seat of the proceedings or applicable procedural rules.

18.3 In the absence of any such agreement, the courts of England and Wales shall retain exclusive jurisdiction.