KASH&EM MED LTD
Mitchells Grievson Chartered Accountants,
Kensington House,
3 Kensington,
Bishop Auckland, England,
DL14 6HX
Company number: 14437373

Medico-Legal Terms of Engagement

for Expert Witness Instructions in England and Wales

These Terms of Engagement govern the provision of medico-legal expert witness services by KASH&EM MED LTD (Company No. 14437373), acting through Mr Haitham Khashaba.

Company details:
KASH&EM MED LTD
Company number: 14437373
Registered office: Mitchells Grievson Chartered Accountants, Kensington House, 3 Kensington, Bishop Auckland, England, DL14 6HX
Expert: Mr Haitham Khashaba

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1. Parties and contractual basis

1.1 These Terms of Engagement govern the provision of medico-legal expert witness services by KASH&EM MED LTD (the "Company"), acting through Mr Haitham Khashaba (the "Expert").

1.2 Unless otherwise agreed in writing, the contract is between the Company and the instructing solicitor, law firm, insurer, public body, litigant in person or other authorised instructing party (the "Instructing Party").

1.3 The Expert's professional opinion is given personally by Mr Haitham Khashaba. Administrative, billing and contractual matters are handled through the Company.

1.4 These terms apply to all screening work, records review, reports, addendum reports, supplementary opinions, conferences, joint discussions, written answers to questions, court attendance and associated professional work unless expressly varied in writing.

2. Regulatory and professional framework

2.1 The Expert accepts instructions and provides opinion evidence in accordance with CPR Part 35, Practice Direction 35, the Civil Justice Council Guidance for the Instruction of Experts in Civil Claims, and applicable General Medical Council guidance concerning witness statements and expert evidence.

2.2 The Expert's overriding duty is to the court or tribunal on matters within his expertise. That duty overrides any obligation to the Instructing Party, the client, the paying party or any insurer or funder.

2.3 The Expert will give independent, objective and unbiased opinion, identify material facts, assumptions, limitations or range of opinion relevant to the issues addressed, and state where a question falls outside his expertise.

2.4 Nothing in these terms permits the Expert to act as an advocate for any party.

3. Instructions and acceptance

3.1 Instructions should be provided in writing and should identify the issues on which opinion is sought, the relevant legal context, the applicable timetable, and any court orders affecting expert evidence.

3.2 The Instructing Party must provide a clear letter of instruction together with all reasonably necessary material, including relevant records, imaging, laboratory results, witness statements, pleadings, schedules, and any other material documents, including material adverse to the instructing case where relevant.

3.3 Acceptance of an instruction occurs only when the Company confirms acceptance in writing. The Expert may decline or defer acceptance where there is a conflict of interest, insufficient documentation, unrealistic timescales, issues outside his expertise, or any other circumstance preventing a proper independent opinion.

3.4 The Company may request clarification of issues, further documentation, or payment on account before substantive work begins.

4. Scope of work

4.1 Services may include case screening, preliminary comments, review of medical records and imaging, chronology review, expert reports, supplementary reports, breach of duty and causation opinion, condition and prognosis opinion, conferences with legal teams, answers to written questions, joint expert discussions, and attendance at court or tribunal.

4.2 Unless expressly agreed, the Expert is not instructed to provide treatment, clinical care, case management, advocacy, legal strategy, or any role inconsistent with an independent expert function.

4.3 Any opinion is based on the documents and information available at the time. If new information becomes available, the Expert reserves the right to amend, qualify or supplement his opinion for additional fees.

5. Duty of independence

5.1 The Instructing Party must not seek to influence the substance of the Expert's opinion. Factual corrections, typographical errors, missing documents and clarification of instructions may be raised properly, but the opinion itself remains the Expert's independent professional view.

5.2 The Expert gives no guarantee that his opinion will support the case of the Instructing Party. Instructions are accepted on the basis that the opinion may be supportive, adverse or neutral depending on the merits.

5.3 The Expert will work within the limits of his competence and will identify where another discipline, subspecialty input or additional factual material is required.

6. Fees

6.1 Unless otherwise agreed in writing, the Company's standard fees are as follows:

Service	Fee
Hourly rate	£300 per hour
Standard medico-legal report	£2,000
Court attendance – half day	£1,000
Court attendance – full day	£2,000

6.2 The hourly rate applies to records review, chronology preparation, review of imaging and other documents, telephone or video conferences, conferences with solicitors or counsel, responses to written questions, experts' meetings, travel time, court preparation, waiting time where applicable, and any other professional time not expressly covered by a fixed fee.

6.3 Where a case involves unusually extensive records, multiple bundles, substantial imaging, extensive literature review, or complex multi-issue analysis, the Company may charge the standard report fee together with additional time at the hourly rate, after notifying the Instructing Party where practicable.

6.4 Time is recorded in units reasonably reflecting the work undertaken. Reserved hearing dates, late adjournments and waiting time may be charged in accordance with these terms.

7. Payment terms

7.1 The Instructing Party is contractually responsible for payment of all invoices, regardless of whether fees are ultimately recoverable inter partes, from a client, under a conditional fee agreement, under legal expenses insurance, or pursuant to any costs order.

7.2 Unless otherwise agreed in writing, invoices for reports and other work are payable within 30 days of invoice date.

7.3 Court attendance fees, and any substantial payment on account requested by the Company, must be paid in cleared funds before the hearing date or before substantive work commences.

7.4 The Company may suspend work, withhold a final signed report, decline to attend a hearing, or require further payment on account where invoices are overdue.

7.5 The Company may charge statutory interest and reasonable recovery costs on overdue commercial invoices where permitted by law.

8. Estimates, scope changes and additional work

8.1 Any fee estimate is an estimate only, based on the information available at the time, and is not a cap unless expressly agreed in writing.

8.2 If the volume of records, complexity of issues, number of questions, or procedural developments materially increase the work required, the Company may revise the estimate and charge additional fees at the hourly rate and/or on such other basis as may be agreed.

8.3 Supplementary reports, addenda, rebuttal reports, review of new documentation, surveillance review, conferences, experts' meetings, joint statements and trial attendance are not included within the standard report fee unless expressly stated.

9. CPR Part 35 questions, conferences and joint discussions

9.1 Written questions put to the Expert, including questions under CPR Part 35.6, and any work involved in considering documents and drafting replies, are chargeable at the hourly rate, subject to a minimum charge of one hour.

9.2 Conferences with solicitors or counsel are chargeable at the hourly rate unless a specific fixed fee has been agreed.

9.3 Attendance at experts' meetings, review of agendas, preparation for joint discussions and preparation or revision of any joint statement are chargeable at the hourly rate.

10. Travel, waiting time and hearings

10.1 Travel time is charged at the hourly rate unless otherwise agreed in writing. Reasonable disbursements, including mileage, parking, rail fares, taxis, accommodation and subsistence where reasonably incurred, will be charged in addition.

10.2 A half-day hearing fee applies where attendance of up to half a day is required. A full-day hearing fee applies where attendance exceeds half a day or where the listing and practical requirements mean that the day must be reserved.

10.3 If the Expert attends court and is required to wait beyond the listed time, reasonable waiting time and additional attendance time may be charged at the hourly rate or pro rata against the applicable hearing fee, depending on the circumstances.

10.4 The Instructing Party is responsible for ensuring that the Company is provided promptly with hearing dates, venue details, time estimates, remote-link arrangements if relevant, and any court orders affecting attendance.

11. Cancellation, adjournment and reserved time

11.1 If instructions are withdrawn after work has commenced, the Instructing Party remains liable for all work undertaken and for any committed or non-recoverable expenses.

11.2 Where a hearing, conference, examination or other reserved attendance is cancelled or vacated, the following charges apply unless the Company agrees otherwise or is able to reallocate the time:

Notice period	Charge
More than 14 days	No cancellation fee other than work already done
7 to 14 days	50% of the applicable reserved fee
Fewer than 7 days	100% of the applicable reserved fee

11.3 These charges reflect the reservation of professional time and loss of the opportunity to accept other remunerated work.

12. Timetables and turnaround

12.1 Any turnaround estimate is an estimate only and depends on the volume and quality of the material supplied, diary commitments, and whether examination, conference or further clarification is required.

12.2 The Instructing Party must notify the Company promptly of any court timetable, extension, vacation or adjournment affecting expert deadlines.

12.3 The Expert will use reasonable endeavours to comply with agreed timescales but is not responsible for delay caused by incomplete documentation, late instruction, listing changes, illness, force majeure or matters outside reasonable control.

13. Confidentiality, records and data protection

13.1 The Company and the Expert will treat papers and information supplied for the instruction as confidential, subject to disclosure required by law, court order, regulator, insurer or professional obligation.

13.2 Personal data and special category data will be processed in accordance with the UK GDPR, the Data Protection Act 2018 and applicable duties of medical confidentiality.

13.3 Records may be retained for a reasonable period for legal, regulatory, insurance, accounting and professional purposes.

13.4 The Instructing Party warrants that it is entitled to provide the records and personal data supplied for the purpose of obtaining medico-legal opinion.

14. Conflicts of interest and independence

14.1 The Expert will take reasonable steps to identify any actual or potential conflict of interest before and during the instruction.

14.2 If a conflict becomes apparent after acceptance of the instruction, the Company may cease acting and invoice for work undertaken to that point.

14.3 No term in this document entitles the Instructing Party to edit, pressure or influence the substance of the Expert's opinion beyond proper factual correction or clarification.

15. Limitation of liability

15.1 The Company and the Expert will exercise reasonable skill and care in providing the services.

15.2 Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability which cannot lawfully be excluded.

15.3 Subject to clause 15.2, and so far as permitted by law, liability in contract, tort or otherwise arising out of the engagement shall be limited to the amount of fees actually paid under the relevant instruction unless a different cap is agreed in writing.

15.4 Nothing in these terms limits the Expert's overriding duty to the court.

16. Governing law and jurisdiction

16.1 These Terms of Engagement and any non-contractual obligations arising from them are governed by the law of England and Wales.

16.2 The courts of England and Wales shall have jurisdiction over disputes arising from the contractual relationship, without prejudice to the Expert's duties to any court or tribunal in the proceedings for which he is instructed.

17. Acceptance

17.1 The Instructing Party accepts these terms by giving instructions after receipt of them, by asking the Company to commence work, or by paying any invoice or payment on account under the instruction.

17.2 These terms may be supplemented by a case-specific engagement letter or quotation. In the event of inconsistency, the specific engagement letter shall prevail to the extent of the inconsistency.

18. Signature block

Issued by:

KASH&EM MED LTD
acting through Mr Haitham Khashaba
Signed: _____

Name: Mr Haitham Khashaba
Date: _____

Instructing Party

Company: _____

Claimant: _____

Signature: _____

Date: _____