

TCRI

Traffic Collision Reconstruction & Investigation Limited

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TERMS AND CONDITIONS

1. With respect to the 2013 Civil Justice reforms, TCRI acknowledges that experts will be expected to work to a Court timetable, and that fee estimates will be required in advance of any work.

Fees

2. TCRI's fees are calculated at an hourly rate which is subject to annual review.
3. When requesting an estimate of TCRI's fees, the Client undertakes to make all reasonable endeavours to inform TCRI of the scope and timescale of the proposed work; for example, whether scene visits, vehicle examinations or case conferences (etc.) will be required, and the anticipated duration of any Court attendances. The Client will also make all reasonable endeavours to provide TCRI with all documents in the case, so that the technicalities of any issues or questions can be assessed at the time of estimating the relevant fee.
4. TCRI will endeavour to provide an accurate, itemised estimate of the relevant fees for the work, as described by the Client. For the avoidance of doubt, prospective Clients should note that the provision of a fee estimate in response to an enquiry does not, in itself, form a contract for work to be undertaken.
5. Where the Client is unable to confirm the location or duration of any appointments such as attendance at conference or Court, TCRI will advise the Client of the hourly, daily, or 'per mile' rate that will be applied once the duration and/or distance is known.
6. Except for late cancellations, as described in Paragraph 15 below, any fees estimated by TCRI, but that are not subsequently incurred (for example a Court attendance that is not required, or truncated) will not be charged, or will be charged pro rata.
7. Equally, any additional work subsequently requested by the Client that is not covered within the scope of the initial instruction, will be subject to further charge (such as amendments to reports, additional analysis, or investigation of extra issues etc.). An additional fee estimate for subsequent work can be provided on request.
8. When conducting scene visits in live traffic TCRI Consultants may be accompanied by an Assistant, if necessary, in order to fulfil TCRI's Health & Safety obligations. This will be covered in the fee estimate.
9. Where the use of a car is necessary, travelling time in connection with work is chargeable at full hourly rates; this will be covered within the fee estimate. Travel by public transport will be charged at 2/3 of the normal hourly rate.
10. Unless specifically stated on the estimate, attendance at Case Conference, Court or other appointment/venue will be additional to any estimate given for the preparation of a report only.
11. The Client will be responsible for any costs incurred in resourcing documents or other material to be relied upon in the case.
12. Additional out of pocket expenses, including fares, meal allowances and accommodation are chargeable in addition to hourly rates. Overnight stays external to the UK attract a further charge of £50 per night. Mileage is charged at £0.65 per mile.
13. Contracts are between TCRI and the person, persons, or company (the Client) giving instructions, not with the Legal Services Commission or the Courts. Those giving instructions are responsible for all fees incurred, including those for Court attendance. If those issuing instructions plan to delegate payment to another company, the company paying the fees will be TCRI's client. In such circumstances, TCRI must receive express written permission from the client for those issuing instructions to act on their behalf.
14. In the event that the person, persons, or company (the Client) changes (for example, through takeover or merger) TCRI reserves the right to request our terms and conditions are signed again to ensure we have an agreement with the Client who will be responsible for our fees.

15. TCRI reserves the right to invoice for late cancellation of conference or Court commitments.
16. In the event that the substance of the work transpires to be significantly different from that advised by the Client at the time of estimate or formal instruction, TCRI reserves the right to recalculate the appropriate fee or withdraw from the case.

Timetables

17. An estimated waiting time for any work will be given at the time that the fee estimate is provided. This will be based upon TCRI's, or a specific Consultant's, case commitments, at that time. The Client undertakes to advise TCRI of any Court timetable that is in place as soon as it is known. The Client is responsible for any losses arising from Court timetables being scheduled without making reasonable efforts to check TCRI's availability.
18. Any Clients that wish to obtain an estimate, but do not wish to formally instruct TCRI immediately, are requested to obtain a fresh time estimate prior to formal instruction and reservation of a Consultant. TCRI's workload fluctuates, and any estimates given prior to formal instruction cannot be guaranteed after the date on which they are given. To ensure that TCRI can manage its workload, and honour its commitments to other clients, work can only be scheduled upon the acceptance of formal instructions, and the receipt of the documents. As detailed at paragraph 4, the provision of an estimate does not, in isolation, form a contract for the work to be undertaken.
19. Whilst TCRI will make all reasonable endeavours to honour any timescales agreed at the time of instruction, work may occasionally be subject to reasonable delay due to unforeseen, unavoidable events (for example unscheduled or relisted Court commitments, illness, etc.).
20. Clients requiring work on an urgent basis must discuss their requirements prior to instruction. Once a time estimate has been agreed, TCRI reserves the right to terminate instructions that become subject to unrealistic time constraints that were not discussed at the time of instruction. Any work that is undertaken on an urgent basis will attract an hourly surcharge of £50, payable by the Client.
21. Once a time estimate has been agreed as part of a formal instruction, the Client undertakes to provide all necessary papers and other evidence in a timely fashion. TCRI cannot be held responsible for 'knock on' delays in its work that are caused by the late receipt of the necessary (or any additional) documents, nor for any losses due to other events beyond TCRI's control.

General

22. Any equipment subject to loan or lease will be maintained and handled in accordance with the manufacturer's operating instructions and will be insured by the Client for the full replacement value. If non-standard equipment, or a specific vehicle, etc. is required for an investigation or testing, it will be insured for its full value (with zero excess) at the clients cost.
23. All invoices must be fully paid within 60 days. In the event that a Client's account becomes outstanding, TCRI reserves the right to place 'on hold' any other work that has been instructed by the client. In the event of failure to comply with this requirement the Client agrees to pay a surcharge at 10% per annum (calculated on a pro rata basis) until the debt is paid.
24. All amounts quoted exclude Value Added Tax, which is chargeable at Standard Rate. Where the client is to be invoiced under EU reverse VAT rules, TCRI must be notified prior to any work being carried out quoting the relevant country's VAT registration number. In the event that additional administration is required (for example, invoicing externally to the UK, and debt recovery, etc.) TCRI reserves the right to charge an administration fee.
25. Any agreements shall be construed as made in England and subject to the Law of England and Wales and subject to the jurisdiction of the English Courts.

(Revised 03/2023)

I (*Print Name*), _____ am authorised to sign on behalf of _____
(*company*) and agree to be bound by TCRI's full terms and conditions of service and authorise TCRI to proceed
with the work detailed on the attached estimate, no: _____ dated _____

with respect to the case of: _____

Signed _____

Date _____
