



Terms & Conditions

Updated August 2018

SGC Collision Solutions Limited acknowledges that Court experts will be expected to work to a Court timetable, and that fee estimates will be required in advance of any work.

Fees

1. SGC Collision Solutions Limited's fees are calculated at an hourly rate which are subject to annual review.
2. When SGC Collision Solutions Limited is approached and retained by a Law Firm who has a client of their own who needs specialist assistance, SGC Collision Solutions Limited will be engaged on the understanding that the Law Firm in question is SGC Collision Solutions Limited's client. It will be a matter for the Law Firm in question to consider whether payment upon account from their client is required in all the circumstances.
3. When requesting an estimate of SGC Collision Solutions Limited fees, the Client undertakes to make all reasonable endeavours to inform SGC Collision Solutions Limited 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 SGC Collision Solutions Limited with all relevant 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. SGC Collision Solutions Limited 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 isolation, form a contract for the work to be undertaken.
5. Except for late cancellations, as described in Paragraph 12 below, any fees estimated by SGC Collision Solutions Limited, 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 at a pro rata.
6. 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 estimate and charge (such as additional analysis, or investigation and reporting upon extra issues etc.).



7. When conducting scene visits in live traffic SGC Collision Solutions Limited Consultants may be accompanied by an Assistant, where necessary, in order to fulfil SGC Collision Solutions Limited's Health and Safety obligations. This will be covered within the fee estimate.
8. Unless specifically stated on the estimate, attendance at Case Conference, Court or other appointment / venue will be additional to any estimate given for the completion of a report, whether it be a briefing document or full reconstruction report only.
9. The Client will be responsible for any costs incurred in resourcing documents or other material to be relied upon in the case.
10. Additional out of pocket expenses, including travel fares, travel costs, meal allowances and accommodation are chargeable in addition to hourly rates. Overnight stays external to Jersey attract a further charge of £80 per night.
11. Contracts are between SGC Collision Solutions Limited and the person, persons, or company (the Client) giving instructions, not with the Legal Aid Services of Jersey or the Courts of Jersey. The person, persons, or company giving instructions are responsible for all fees incurred, including those for Court attendance.
12. SGC Collision Solutions Limited reserves the right to invoice for late cancellation of conference or Court commitments.
13. 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, SGC Collision Solutions Limited reserves the right to recalculate the appropriate fee or withdraw from the case.

Timetables

1. An estimated waiting time for any work will be given at the time that the fee estimate is provided. This will be based upon SGC Collision Solutions Limited, or a specific Consultant's, case commitments, at that time. The Client undertakes to advise SGC Collision Solutions Limited of any Court timetable that are in place at the very earliest opportunity.
2. Any Clients that wish to obtain an estimate, but do not wish to formally instruct SGC Collision Solutions Limited immediately, are requested to obtain a fresh time estimate prior to formal instruction. SGC Collision Solutions Limited'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 SGC Collision Solutions Limited can manage its workload, and honour its commitments to other clients, work can only be scheduled upon the acceptance of formal instructions, the receipt of a disclosure schedule and a signed copy of the terms and



conditions of business. As detailed at above, provision of an estimate does not, in isolation, form a contract for the work to be undertaken.

3. Whilst SGC Collision Solutions Limited 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 re-listed Court commitments, illness, etc.).
4. Clients requiring work on an urgent basis must discuss their requirements prior to instruction. Once a time estimate has been agreed, SGC Collision Solutions Limited 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 £30, payable by the instructing Client.
5. Once a time estimate has been agreed as part of a formal instruction, the Client undertakes to provide all necessary papers and other evidence / information in a timely fashion. SGC Collision Solutions Limited 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 SGC Collision Solutions Limited control.

General

1. 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.
2. All invoices must be fully paid within 30 days. In the event that a Client's account becomes outstanding, SGC Collision Solutions Limited reserves the right to place 'on hold' any other work that has been instructed by the client.
3. All amounts quoted exclude GST.
4. Any agreements shall be construed as made in Jersey and subject to the Law of Jersey and subject to the jurisdiction of the Royal Court of Jersey.

(Revised 08/2018)