

# Terms and Conditions of Expert Witness Engagement

Independent Medico-Legal Expert · Paper-Based Reports · CPR Part 35

Version 1.0 · 15 May 2026 · Supersedes all previous versions

Full Name	Dr Bashar Harateh, D.M.D.
Qualifications	Specialist Orthodontist (II <sup>o</sup> )   General Dentistry (I <sup>o</sup> )   30+ years experience
REW Registration	U33777 — UK Register of Expert Witnesses
Dental Council Ireland	Reg. No. 12808 (Dentist)   6DS08 (Specialist Orthodontist, since 2008)
PI Insurance — Insurer	Hiscox Insurance Company Limited
PI Insurance — Policy	PL-PSC10003938711/00 · £1,000,000 · 29 Apr 2026 – 28 Apr 2027
Correspondence email	basharmharateh@gmail.com
Payment — Bank	PKO BP · Acc: 05 1020 1475 0000 8602 0208 5819 · NIP: 556-17-72-814

## 1. SCOPE OF SERVICES

### 1.1

Dr Bashar Harateh provides independent medico-legal expert witness services strictly limited to the preparation of written paper-based expert reports from documentation, in accordance with CPR Part 35.

### 1.2

The following services are **expressly excluded** from the scope of engagement:

- Court attendance or oral evidence of any kind
- Remote testimony or video link appearances
- Joint expert meetings or discussions with opposing experts
- UK clinical practice or examination of patients
- Any service not expressly agreed in writing in advance

### 1.3

All instructions must be received in writing by email to basharmharateh@gmail.com.

## 2. OVERRIDING DUTY TO THE COURT

### 2.1

Dr Harateh's overriding duty is to the Court, not to any instructing party. This duty takes precedence over any obligation to the person or organisation instructing him.

### 2.2

All reports are prepared in accordance with CPR Part 35 and include a signed Statement of Truth and Expert Declaration.

2.3

Dr Harateh will not express opinions outside his area of expertise and will clearly state in any report if a question falls outside his competence.

3. FEES AND PAYMENT

3.1

**Standard hourly rate:** £150 per hour, exclusive of VAT. Dr Harateh is not currently VAT registered.

Service	Rate / Amount
Standard hourly rate	£150 per hour (excl. VAT)
Standard report estimate	£1,500 – £3,000 (subject to volume)
Supplementary report	£150 per hour – separate fee agreement required
Cancellation (< 48h notice)	50% of estimated fee
VAT	Not applicable – Dr Harateh is not VAT registered

3.2

A fee estimate will be provided prior to acceptance of formal instructions. The estimate is based on the anticipated volume of documentation. A breakdown of time spent will be provided with each invoice.

3.3

**Standard payment terms: 30 days from date of invoice.** Invoices not paid within the agreed period will accrue interest at 8% per annum above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

3.4

Where agreed in advance in writing, deferred payment terms may be available: 50% on delivery of the report, 50% on resolution of the matter or within 6 months of delivery, whichever is earlier.

3.5

**Bank details for payment:** PKO BP — Account No. 05 1020 1475 0000 8602 0208 5819 — NIP: 556-17-72-814

4. INSTRUCTIONS AND DOCUMENTATION

4.1

Formal instructions must be accompanied by a signed Letter of Instruction setting out the questions to be addressed, the parties to the proceedings, and confirmation of the instructing solicitor's details.

4.2

All documentation should be provided in digital format (PDF by email or secure file transfer). Hard copy records are not accepted.

4.3

Dr Harateh will not commence work until formal written instructions have been received and confirmed.

**4.4**

Any supplementary questions or requests for clarification following delivery of the report will be treated as a supplementary instruction and charged at the standard hourly rate.

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**5. TURNAROUND AND DEADLINES**

**5.1**

Standard turnaround time is **4 weeks** from receipt of formal written instructions and complete documentation.

**5.2**

Urgent turnaround may be available by prior written agreement and may attract an uplift on the standard hourly rate.

**5.3**

Deadlines must be clearly stated in the Letter of Instruction. Dr Harateh will notify the instructing party promptly if it becomes apparent that a deadline cannot be met.

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**6. CONFLICT OF INTEREST**

**6.1**

A conflict of interest check will be carried out upon receipt of the parties' details. Dr Harateh will notify the instructing party promptly if a conflict is identified.

**6.2**

Dr Harateh reserves the right to decline instructions where a conflict of interest exists or where the matter falls outside his area of expertise.

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**7. DATA PROTECTION AND CONFIDENTIALITY**

**7.1**

All documentation received in connection with an instruction will be held securely and used solely for the purpose of preparing the expert report.

**7.2**

Documentation will be deleted or returned upon completion of the instruction and payment of all outstanding fees. Records are retained for 7 years following completion of the instruction.

**7.3**

Dr Harateh complies with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

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**8. LIMITATION OF LIABILITY**

**8.1**

Dr Harateh's liability to the instructing party in respect of any instruction is limited to the fees paid for that instruction.

**8.2**

Dr Harateh accepts no liability for any loss arising from reliance on a report where instructions were incomplete, documentation was inaccurate, or the report was used for a purpose other than that for which it was prepared.

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**9. CANCELLATION**

**9.1**

Instructions may be cancelled in writing at any time. Fees will be charged for all work undertaken up to the date of cancellation at the standard hourly rate.

**9.2**

Where a report has been substantially completed at the date of cancellation, the full estimated fee will be payable.

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**10. GOVERNING LAW AND ACCEPTANCE**

**10.1**

These Terms and Conditions are governed by the law of England and Wales. Any dispute arising shall be subject to the jurisdiction of the courts of England and Wales.

**10.2**

Instructions submitted to Dr Harateh following receipt of these Terms and Conditions constitute acceptance of these Terms and Conditions in full. Any variation must be agreed in writing by both parties.

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**Signed:**

**Date:**

15 May 2026

**Dr Bashar Harateh, D.M.D.**

Specialist Orthodontist | Independent Expert Witness

UK Register of Expert Witnesses: U33777

basharmharateh@gmail.com