

Mr. Joe Marais

Consultant Rhinologist, Nasal Plastic & ENT Surgeon



OBJECTIVE

Provision of high-quality, researched medicolegal reports, produced within agreed time-schedules and at a reasonable rate.



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WEBSITES

www.cosmeticnosejob.com

www.the-nose.info

PROFILE

I am a Consultant Rhinologist, Nasal Plastic & ENT Surgeon with NHS appointments at Northwick Park Hospital, Hillingdon Hospital and Central Middlesex Hospitals where I been practicing since 2000. I also engage in private practice at hospitals in the Northwest London area, including the Clementine Churchill Hospital, in Harrow and Bishops Wood Hospital in Northwood, Middlesex.

I trained as a junior doctor in London at the Royal National Throat, Nose and Ear Hospital and as a Registrar and then Senior Registrar in Edinburgh. I obtained my Intercollegiate Fellowship of the Royal Colleges of Surgeons in 1996. I undertook Sub-specialist Fellowship training in both Texas, USA and Toronto, Canada and have particular interests in nasal and sinus conditions, snoring and allergy, nasal injuries, cosmetic rhinoplasty as well as general and paediatric ENT conditions, such as tonsil, adenoid, nasal blockage and ear problems.

As a Rhinologist and Nasal Plastic Surgeon, I receive many tertiary referrals of difficult and challenging cases from other ENT Surgeons in the area. I teach postgraduate trainees in our department and at medical conferences and I have published widely in several areas of ENT surgery. A full list of publications available, on request. I have recently featured on the well-known BBC One Show demonstrating live sinus surgery in a patient.

QUALIFICATIONS

FRCS(ORL)(Intercollegiate) 1996
FRCS(Glasgow) 1991
FMGEMS(American Medical Entrants' Exam) 1986
FCS(Ia) Surgical Primary, South Africa 1986
MB.BCh Johannesburg, South Africa 1985

PROFESSIONAL EXPERIENCE

Lead Rhinologist, Peri-Orbital Disease Multidisciplinary Team, NW London Hospitals 2017-
Consultant Rhinologist, Nasal Plastic and ENT Surgeon in NW London University Hospitals, appointed 2000.
Lead Consultant ENT Surgeon Hillingdon Hospital NHS Foundation Trust 2001
Subspecialty Fellowship training in Toronto, Canada (Endoscopic sinus surgery and Neurotology) 1997
Subspecialty Fellowship training, Rhinoplasty, Texas, USA 1993
Senior Registrar, Registrar Edinburgh 1990-2000
House Officer, Royal National Throat, Nose & Ear Hospital, London 1989

MEDICO-LEGAL EXPERIENCE

Commenced medico-legal practice in 2015. Dealing with approximately 12-15 reports/year, time permitting.
Claimant 80% Defendant 20%
I have produced :

- Screening reports
- Liability & Causation reports
- Condition & Prognosis reports

MEDICO-LEGAL TRAINING

- Writing Expert Witness Reports – Professional Solutions, (Lynden Alexander), London 2015
- Expert Witness Training (2-day) – Inspire Medilaw, Oxford 2020 (Accredited by Royal College of Surgeons)

The training in these courses incorporated:
Report-writing skills; Addressing legal tests; Claims process; Data protection; Expert Witness meetings; Conferences with Council and Courtroom skills.

MEMBERSHIPS

- Medico-Legal Society
- ENT-UK
- British Rhinology Society
- British Assn of Plastic, Reconstructive & Aesthetic Surgeons
- European Rhinologic Society

INDEMNITY

I am insured by Alliance Healthcare Indemnity which includes my Medico-legal and Expert Witness work.

I am registered with the Information Commissioner (Reg No Z5939923) and comply with Data Protection requirements. I have valid data protection mandatory training each year in my NHS Trust.

Medical records are stored in locked filing cabinets in a secure locked site. Computer records are stored on password-protected files on a hard-drive accessible by password only.

TERMS & CONDITIONS

Terms & Conditions

Mr. Joe Marais MBBCh FRCS(ORL)

Consultant Rhinologist, Nasal Plastic & ENT Surgeon

October 2020

I set out below the terms and conditions upon which I am prepared to accept appointment as an expert witness. These terms will be the only terms which apply to the appointment and may only be amended by agreement in writing.

1. Fees

Reports

1.1 All fees are subject to VAT.

1.2 My hourly rate is £300 for report production.

1.2 I will provide, on request, an estimate of my fees to cover the initial report. I will keep these under review and advise you as promptly as possible if I believe they will be exceeded.

1.3 I will charge all time spent in connection with this Appointment, including but not limited to, all investigations, preparing reports, and telephone or written attendance on your Client and/or Instructing Solicitors or their Agents.

1.4 All disbursements will be reimbursed. Disbursements will include travel, photocopying, and reasonable accommodation and subsistence costs (as required). Mileage at 50p per mile or first-class rail fare, whichever is appropriate.

1.5 I will invoice upon delivery of my report. *Payment will be due within 60 days* of the date of the invoice or the closure of the matter, whichever is soonest. Overdue accounts are levied with a 2% interest rate per month/part month until full payment is received, pursuant the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.

1.6 I am not prepared to have my accounts subjected to assessment and look to you, my Client, to fund any assessment deducted relating to the case, at any time.

1.7 You will arrange for these to be paid promptly. If you have any reason to believe the paying party may be unable to pay any fees or other sums due to me you will notify me immediately.

1.8 Where I am instructed as a Single Joint Expert by the solicitors of both parties, both firms of Instructing Solicitors will be jointly and severally liable for the fees and disbursements.

1.9 No charges will be payable in respect of an appointment with Instructing Solicitors and/or your Client where at least 48 hours notice of cancellation is given. If the consultation or appointment is cancelled less than 48 hours in advance, an administrative fee of £100 will be levied to cover preparation time and room rental.

1.10 You will be responsible for the payment of investigations invoiced by the hospital, including but not limited to, x-rays, MRI, blood tests.

Additional Fees

I charge the following:

- Conference with Counsel (including travel & preparation) £300 /hr
- Court Appearance (irrespective of whether oral evidence is given) £1200 /half day
- Court cancellation* (per scheduled half day):
 - 6 weeks' notice £200
 - 2 weeks' notice £300
 - 1 weeks' notice £600
 - On the day £1200

* NHS work requires 6 weeks notice of cancellation of operating lists and clinics. Therefore if cancellation occurs with less than 6 weeks notice a fee will be charged

2. Instructing Solicitors (or their Agent) Obligations:

2.1 are responsible for giving adequate instructions and obtaining all relevant notes, records and investigations, and shall check that all relevant matters are addressed in the reports.

2.2 shall:

2.2.1 provide me with all information which might reasonably be expected to be relevant in enabling me to fulfil my responsibilities under this Appointment ("Information") as and when it becomes available to your Client and/or to Instructing Solicitors or their Agents;

2.2.2 ensure that the Information provided or prepared by your Client or on your Client's behalf is complete and accurate in all material aspects and not misleading and is updated as necessary (informing me immediately if your Client discovers or has reason to believe that any of the Information is, or becomes, untrue, incomplete, misleading or inaccurate in any material respect). Instructing Solicitors acknowledge that I shall, and am entitled to, rely upon all Information provided to me, that I shall not be responsible for the accuracy or verification of any Information and that my report will be provided only on the basis of the Information disclosed to me by you and the Client.

3. Right to Terminate

The Appointment is subject to receipt of all necessary and relevant information from you in sufficient time to prepare a response and payment of invoices as they fall due. I will advise you promptly if:

3.1 instructions are not acceptable because, for example, they require work that falls outside my expertise, impose unrealistic deadlines, or are insufficiently clear;

3.2 I consider that instructions are or have become insufficient to complete the work;

3.3 I become aware that I may not be able to fulfil any of the terms of Appointment; or

3.4 I am not satisfied that I can comply with any orders that have been made.

This retainer may be terminated by Instructing Solicitors at any time by written notice. Where I am instructed jointly termination will be effective when I have received written notice from all instructing parties.

Termination will not affect my entitlement to payment of any fees for work conducted or invoiced before the date of the termination.

Upon termination, all documents and materials provided to me for the purpose of this Appointment must be returned promptly to Instructing Solicitors or securely destroyed.

4. Intellectual Property

I will own the copyright in all reports and/or materials produced by me. Additionally, I will retain the title to all reports and/or materials produced by me until I have received full payment in accordance with paragraph 1 above.

5. Confidentiality

I will treat all information, facts, matters, documents and all other materials of a confidential nature which I receive or create as a result of this Appointment as confidential, (except insofar as I have to refer to them when setting out the substance of my instructions in your report or as required by law).

6. Conflict

You have notified me in writing of all parties who have some limited involvement in this matter including Counsel and solicitors and other experts already instructed in this case. I confirm that I do not have an actual or potential conflict of interest in accepting this Appointment in respect of any parties so named and that I will let you know without delay if I become aware of such a conflict