

Dr Nick Brazel MBBS FRCA MRCP

Anaesthesia Medicolegal Expert

Terms and Conditions

1. I, Dr Nicholas Brazel, agree to provide my services as an anaesthetic expert witness in accordance with the instructions I receive and the terms set out below.
2. The service provided shall be the provision of a medico-legal report for clinical negligence in anaesthesia, to the instructing solicitor. The turnaround time for a CPR35 compliant report is usually 6 weeks.
 - a. Expedited reports are available within 3-4 weeks of instruction with an additional fee uplift (see fees section below)
 - b. Short reports comprising of a summary of the issues and an opinion – which would not be suitable for disclosure, is usually available within 5 working days from receipt of all materials and is available for a flat fee.
3. A signed copy of the attached confirmation from the instructing solicitor agreeing with these terms and conditions is required before the commencement of any work.
4. Fees, which are reviewed every year, are currently:
 - a. £275 per hour for all time spent on the case
 - b. Expedited rate £350 per hour
 - c. Short report, not suitable for disclosure – flat fee £800
5. Travelling time associated with the case is charged at 50% of the normal hourly rate, plus mileage at 45p per mile, or first class return rail fare, whichever is considered most appropriate.
6. Fee for attending case conference with counsel and/or joint discussions with other experts is charged at the standard hourly rate set out in paragraph 4 of these terms and conditions. If travel is required, the rates set out in paragraph 5 apply.
7. If any meeting, consultation or other appointment are cancelled less than 48 hours in advance then the following fees apply:
 - a. 100% of my fee for time spent on preparation
 - b. 50% of my fee for time expected to be spent in the appointment
 - c. 100% of any expenses incurred that cannot be fully refunded

8. I am prepared to attend court and a fee of £1000 applies for trial preparation. Fees for attending court hearings are £3000 per day or £1500 per half day.
9. Court fees include time waiting. Travel fees for court attendances are included in the rate set out in paragraph 8, however, if travel time exceeds 2 hours then hotel accommodation will be required which will be charged in full.
10. Charges are applicable and payable even if I do not give oral evidence.
11. Should a court hearing be cancelled, or the case settled after a court date is confirmed, the following fees will apply:
 - a. Within 6 weeks: 50% of the preparation fee in paragraph 8 is payable
 - b. Within 14 days: 75% of the preparation fee in paragraph 8 is payable
 - c. Within 7 days: 100% of the preparation fee in paragraph 8 is payable
 - d. Withing 3 days: the preparation fee plus either a full/half day court appearance fee as per paragraph 8 is payable
 - e. Any non-refundable expenses will also be payable in any of these eventualities
12. All fees incurred under this agreement are independent of taxation of the court. I am not prepared to have my accounts subjected to detailed assessment by any third party and it is the responsibility of the instructing solicitor to fund any and all fees disallowed on assessment
13. Invoices must be settled within 60 days of delivery of the invoice. All fees and affiliated costs are the responsibility of the instructing solicitor and are payable in full whether court proceedings have commenced or intended, and whether the client is successful in their claim.
14. Should accounts fail to be settled within the agreed period, interest at 2% per month (or part thereof) and debt recovery costs are payable on the outstanding balance pursuant to The Late Payment of Commercial Debts (Interests) Act 1998.
15. I will use my experience, care, and skill in fulfilling your instructions to the best of my ability. Both the client and instructing party understand and accept that my duty lies to the court pursuant to Part 35 of the Civil Procedure Rules ("CPR 35") and the accompanying Part 35 Practice Direction ("PD35").
16. I shall not incur any liability to the client for any loss or damage which may be suffered as a result, directly or indirectly, by the supply of services being prevented, hindered or delayed as a consequence of circumstances outside my control.

17. I reserve the right to terminate this agreement upon written notice to the instructing solicitor, without prejudice to any accrued rights under this agreement, if the client:
 - a. Is dissolved or become insolvent
 - b. Makes a general assignment, arrangement or composition with it's creditors
18. I also reserve the right to terminate this agreement without prejudice to any accrued rights under the agreement, if the client or anyone representing them, provides me with false or misleading information which might compromise my duty to the court. Any work undertaken up until that point is chargeable at the rates set out above.
19. The client may terminate this arrangement by providing written notice to me. All work performed up to this point is chargeable to the instructing solicitor
20. In the event of any dissatisfaction with my services the client will put their reasons to me in writing. Any fees incurred up to this point remain subject to payment in full
21. The rights and remedies set forth in this agreement are not exclusive
22. This agreement shall be governed by and construed in accordance with the laws of England

**AGREEMENT FOR THE PROVISION OF MEDICO-LEGAL SERVICES BY
DR NICHOLAS BRAZEL – BRAZEL ANAESTHESIA SERVICES LIMITED**

Agreement Form

By signing this form, you confirm that you have read the terms and conditions set out in the 'Terms and Conditions' document and that you agree to abide by them, and that you are authorised to do so.

This agreement form, dated....., is between:

**[1] Dr Nicholas Brazel – Brazel Anaesthesia Services Limited, a
limited company registration number 14143918**

and

[2] Client's name:.....

Client's address:.....

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Once complete, please return to: nbrazel@gmail.com