

BRETT HALLIDAY, CONSULTANT OPHTHALMOLOGIST

BRIEF CV AND TERMS AND CONDITIONS

Eight pages follow, but the more important points are these:

My hourly rate is **£300 plus VAT**. This is the same rate that I charged last three years. If it helps your cash flow, **I am happy to wait 2 years for settlement** of invoices. But beware. If invoices are not paid by 2 years, I reserve the right to send you an additional, late payment, invoice of 10% on top of my original fee.

A typical initial report in a case of alleged medical negligence takes about 10 to 12 hours. Complicated cases may take 16 hours or more. Personal injury cases and accidents at work generally take less time.

If you want an accurate quotation, then send me the medical records etc. and **I will provide you with a fixed maximum fee**.

I do not like electronic records, or double sided photocopies. Even if records have been paginated, I almost always need to shuffle them around on my desk, and for this I need single sided copies.

Unless I am on holiday, I aim to produce a report within four weeks of receiving instructions.

I am always happy to respond to initial email enquiries. **If you send me a page or two of details about a proposed claim, then I will do my best to give you an indication of whether or not it is likely to succeed (at no cost to you)**. But, please do not send more than a page or two of documentation.

Please do not send me emails on existing cases where you just quote the client's initials. I need to know the client's name in order to access the records.

If you send me a link in order to retrieve an email on-line, then please be aware that although this may work OK when I am at home on my desktop computer, I can rarely access these emails properly from my mobile phone. There are various reasons for this, one of which is that it is often far too cumbersome to deal with passwords when I am away from home. Also, please do not ask me to phone you for a password. I have no secretary, and this additional step in one step too far in terms of general hassle when I am busy. If you are not happy to send simple, unencrypted emails, then frankly, I would rather you abandon emails and send me your enquiry in the post.

Another reason for not using various on-line systems is that typically these do not accept automated out-of-office emails. I set up an automated response when I am on holiday, and this usually contains useful information. If my automated reply goes to an "no-reply" address, then you will not have the benefit of seeing my reply.

I am retired from clinical practice, but I keep up with continuing professional development, appraisals, and revalidation with the GMC. My medicolegal work (which is full time) keeps me in touch and up-to-date with clinical ophthalmology.

As I am self-employed, and therefore do not have what the GMC term a "responsible officer", in September 2016 the GMC required me to take an examination in ophthalmology. I deliberately did no revision for this exam (which consisted of 120 multiple choice questions). I passed!

I always let instructing solicitors know if I feel that I am not properly qualified to comment on any particular case. If you want to instruct someone who is in active clinical practice, then please go elsewhere.

When I need to examine clients, most choose to see me at my home in Coventry, but I can also arrange to see them in London if needed (at no extra charge). Clients need to be quite flexible if I am to go to London to see them. If clients are not fit to come and see me, I can (at a cost) see them at their home. In the past I have travelled as far as South Wales, Cornwall, Devon, Dorset, Essex, Lancashire, Newcastle, Norfolk, Ireland, Beirut, and the United States of America.

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Brief CV

- Education** Solihull School 1965-1972
Engineering training 1973
Downing College, Cambridge 1973-1976
Addenbrookes Hospital, Cambridge 1976-1978
- Qualifications** 1976 BA Cantab, (First Class)
1978 MB BChir, Cantab
1979 MA, Cantab
1982 Dip Ophthalmol Eng
1983 FRCS (Ophthalmology) Eng
1985 Certificate of Higher Surgical Training
1989 FRCOphth
- Present Post** Consultant Ophthalmologist (medicolegal work only)
- Previous Posts** Consultant Ophthalmologist, (private practice) 1997-2013
Consultant Ophthalmologist, (NHS) Shrewsbury 1990 - 1997
Lecturer in the Department of Clinical Ophthalmology, Moorfields Eye
Hospital, London 1986 -1990
- Registrations** GMC Registration No. 2454182
- Publications** Published papers in peer reviewed journals on subjects including diagnosis of
glaucoma, prediction of visual acuity after cataract surgery, lens implant power
in cataract surgery, surgery of pterygium, refractive surgery, contrast
sensitivity measurements, surgery for essential blepharospasm, donor corneas
for graft surgery, surgery for keratoconus and a new surgical headrest.
Editorials in the British Medical Journal on refractive surgery and contact
lenses. Chapters in books on day case surgery and refractive surgery.

**I write over 250 civil reports a year.
Here is a selection of some of the topics covered:**

Potassium hydroxide burn to the eye
Delayed diagnosis of a retinal detachment
Siderosis from a retained intraocular foreign body
Road traffic accident which caused an orbital blow out fracture
Cannula injury to the retina
Golf ball injury
Microbial keratitis in a contact lens wearer
Missed corneal abscess
Delay in treating choroidal neovascular membrane with Lucentis
Delayed treatment of herpes zoster retinitis
Poor consent for LASEK
Biometry error in cataract surgery
Retinal and optic nerve injury from a local anaesthetic injection
Major head injury which caused visual problems
Lens implant opacification
Bilateral angle closure glaucoma caused by eye drops
Delayed diagnosis of idiopathic intracranial hypertension
Damage to extra ocular muscles from ENT surgery
Delayed diagnosis of an acanthamoebal corneal infection
Posterior capsule rupture in cataract surgery by junior doctor
Delayed diagnosis of temporal arteritis
High pressure after intraocular gas injection which caused optic nerve damage
Corneal abscess after corneal crosslinking for keratoconus
Poor consent for accommodating lens implant surgery
Incorrect surgical procedure for retinal detachment in patient with Ehlers–Danlos syndrome
Ischaemic optic neuropathy following hypotensive anaesthetic during hip surgery
Missed IIIrd nerve aneurysm
Steroid induced glaucoma after treatment for atopic keratoconjunctivitis
Failure to detect amblyopia in child
Misdiagnosed diabetic retinopathy and failure to provide laser treatment
Delayed diagnosis of choroidal melanoma
Ectasia occurring in LASIK in patient with pre-op forme fruste keratoconus
Acid burn around the eye resulting from treatment by dermatologist
Corneal blood staining after traumatic hyphaema
Missed pituitary tumour
Overcorrection following LASEK treatment in racing car driver
Blunt injury from bungee cord
Head injury from police baton

Criminal cases have included:

Fitness to attend Court: retinal vein occlusion
Shoplifting
Indecent exposure
Murder
Cataract surgery and stab wound
Death by dangerous driving
Head injury and locked in syndrome

I encourage solicitors to contact me in advance (preferably by email) to discuss the case. Any advice that I give by phone or by email is entirely free of charge. If you are not sure if a case is viable or not, then this is a good way to get an initial opinion. If you send me a one or two page account of the case, then I can often give you a good indication if there is, or is not, a basis for a claim. But please do not attach multiple pages of medical records to your enquiry, as I would need to charge to look at these.

Please be sure to include the client's full name with any such enquiry (preferably in the Subject line of the email). That enables me to file the email so that I can retrieve it if, at a later date, you again contact me about the case. If you only provide the client's initials or if you give me no details about the client at all, then it can be quite difficult to trace your original email and my original response.

Please do not ask me for my Claimant / Defendant split. I consider this an irrelevant question. The opinion in my report is entirely independent of which side has instructed me.

Sometimes I receive an email from a secretary, asking me to reply to the solicitor. This causes extra hassle. I almost always simply hit the "reply" button on my computer and send my response to the person who sent me the email.

Reports are prepared to Court standard. I aim to provide an explanation of technical terms, a clear history, an abstract of important clinical notes, examination, current condition and prognosis, and an opinion section where I present a comprehensive and logically argued case regarding the alleged sub-standard treatment etc.

I generally produce an initial "full" report (considering liability, causation, condition and prognosis). If you then want a condition and prognosis report for early disclosure, then I can simply strip out the opinion section from my full report. At a later date, when you need to disclose a report on liability and causation, you can use my full report (and both sides can discard my condition and prognosis report). This keeps paperwork at a minimum.

The following are the Terms and Conditions under which I normally agree to undertake medicolegal work. If any aspect of these is not acceptable, then please contact me prior to instruction.

Instructions

Please always include the clients full name, date of birth and current address in the letter of instruction. It is helpful to have a paragraph stating what is required from my report, but in general I do not need a long list of specific questions. I can usually work out for myself which aspects of the case need to be commented on in my report. I never rely on any chronology that may be included. I always check this for myself from the medical records. I do not need the letter of instruction to inform me about Bolam, Bolitho, or Montgomery; or of the required form or content of a Court standard report.

Please make it clear if you want me to write a report from the records, or if you prefer me to see the client at the outset. Although I can often write an initial (preliminary and not for disclosure) liability and causation report from the records, I generally write a better report if I can take my own history from the client, rather than relying on a prepared statement. For the final full report and for condition and prognosis reports, I always need to see the client. If I am to see a client, **then it is essential that I am provided with a contact telephone number**

and, if possible, an email address. I never send out appointment dates without first contacting the client to make sure that a proposed venue, date and time is convenient.

If you have written to me with a query, and I have not replied within 7 days, then it may be that your letter has been lost in the post (unless I am on holiday). Feel free to chase me with an email.

I work for the solicitor, and not for the client or for any intermediary medicolegal agency. I only rarely accept instructions via an agency. This is because it is almost always the case that agencies get in the way of efficient communication between me and the solicitor. If an agency goes bankrupt, the instructing solicitor must ultimately be responsible for my fee. Since I allow two year settlement of invoices, you may think that there is little advantage to you in using an agency.

On those rare occasions where I do accept instructions via an agency, then do not expect me to send my report, letters, and invoices to different addresses, or to duplicate any of these documents. I generally send everything to the agency, and it is up to them to forward my reports to the solicitor.

I do not accept instructions direct from clients, and unless you inform me very specifically in advance, I will assume that payment will come from you, the instructing solicitor, and not from the client. Therefore it is not relevant to me if the client turns round at the end of the case and says that he or she cannot afford to pay my fee (this has happened on a couple of occasions, and unfortunately in each of them it has resulted in me taking legal action against the solicitor for failing to pay my invoice).

If a claim does not succeed, then please do not come back asking me to reduce my fee. It would be unethical for the amount of my fee to appear to be dependent on the outcome of the claim.

If a client has queries about my report, then I am happy to address these, but only if those queries are put to me by the solicitor (having first screened out any irrelevant points made by the client). I will not respond directly to letters written by clients.

In particular I will not "change history". In other words, once I have taken a history from a client then (unless I have made an error in recording that history), I will not modify that section of my report. On occasion solicitors have come to me (after I have written my report) informing me that they or the client want changes made. In these cases my response is always that the client is free to produce a new statement for the benefit of the Court, but that my report must stand, and it will be up to the client to persuade the Court that their new version of the history is the correct version.

Medical records

I need these in advance. I will not arrange an appointment with a client until I have received the records.

The records should be high quality, single sided photocopies and preferably paginated. Please check that all pages are legible, and if they are not, please go back to the GP or Hospital and ask for a better set. Opticians records are often computer generated. Please make sure that each page is clearly dated, remembering that I cannot click on a button, or scroll down a piece of paper! Do not send two (or even 4!) sheets of records on one page. These may save paper,

but are rarely legible. A well organised set of records allows me to complete my report in a shorter time, and therefore at lower cost. I reserve the right to refuse to deal with apparently random and jumbled sets of records. Clinical photographs or corneal topography plots should be colour copies.

Please do not send double sided copies. As I work through the records, I usually shuffle the papers around on my desk, and extract the most important sheets for easy reference. I cannot do this if the records have been copied onto both sides of the paper. For similar reasons I do not like receiving medical records on CDs or via email.

I always review the medical records in great detail prior to seeing a client, as this enables me to make best use of the appointment. If for any reason a case is cancelled after I have been instructed, but before I have seen the client, then I will charge for the time that I have taken to review the records. This may not be a minor sum.

Unless informed otherwise, I will assume that I have a copy set of records (not an original set). I generally destroy the irrelevant records as soon as I have looked at them. Those records that I consider to be relevant are usually (but not always) kept for the duration of the case. I reserve the right to destroy any records at any time. I use a certified shredding company to destroy records.

There is no need to send me radiology CDs. I am not a radiologist, and I rely on the radiologist's report in the medical records, rather than on the actual radiology images.

If, later in a case, you send updated medical records, then please only send me the new records. If you send me a complete set of records then I have to waste time (and to charge you) for going through records that I have already seen (just to make sure that there is not something new buried in the bundle).

Preparation of reports

I almost always complete reports within 4 weeks of receiving instructions, but quite often I will do this within two weeks. If I need to see the client, then of course I will take a little longer. I expect clients who want to see me in London to be flexible when arranging an appointment, but if they want to see me at my home in Coventry, then I can generally offer quite a range of dates and times. I do my best to catch up with work when I return from holiday, but occasionally it does take me rather longer than 4 weeks to produce a report. I will always inform you of any delays.

Court and case conference dates

If a definite Court or conference date is arranged, then I will block this off in my diary and you can be certain that I will remain available as needed.

But if you ask me, for example, if I am available for the first four months of 2018, and if I inform you that I am free, there is no guarantee that my diary will remain clear during this period. You should contact me again by email or phone prior to making any definite arrangements.

Client appointments

Please do not ask me to send an appointment to you (the solicitor). I always need to arrange appointments myself by phoning or emailing the client. That way, I can ensure that the appointment suits us both and this minimises failed appointments.

Please do not ask me to arrange an appointment before I have had a chance to look at the medical records. It is essential that I have the records in advance. Not infrequently it suits both me and the client to see them within one week, and I cannot arrange such appointments on the assumption that the records will arrive in time.

Fees

I charge £300 per hour (plus VAT). If invoices are not paid by 2 years, I reserve the right to send you an additional, late payment, invoice of 10% on top of my original fee.

Typically, a case of alleged medical negligence will take in the region of 10 hours of work without an examination, and 12 hours with an examination. A very complex case may take longer than this, but a minor case (such as an injury at work) typically takes 6 or 7 hours. I do not do cheaper, screening, reports. If I put my signature to a report it has to be the best report that I can write. If I were to do screening reports, then there would be a risk that later on in the case I would change my opinion.

I am always happy to provide a quotation in any particular case. If you want a quotation, then the best thing to do is to send me the records. Alternatively, if you inform me how many pages of records there are (and how many of these are ophthalmic, and how many are GP records or general hospital records), then I will be able to provide an estimate without seeing the records.

If you ask me to prepare a joint report with an expert from "the other side", then this will probably take longer than you think. These joint reports are crucial when it comes to settling a case, and typically the joint report will have to shuttle between me and the other expert a few times before I am prepared to put my signature to it.

If I do not see a client when I write my initial report, and if I then see them later to finalise my report and to comment on condition and prognosis, then this will typically take in the region of 6 hours work. Thus it may be cheaper to instruct me to see the client at the outset.

If, in advance of the day of an agreed appointment, a client cancels, then I will not charge a cancellation fee if the appointment was for Coventry. But if a client cancels a previously agreed appointment in London with less than 7 days notice, then I will charge a fee of £150.

If a client fails to arrive for an agreed appointment, or cancels on the day, then I reserve the right to charge the instructing solicitor a fee of £150 for missed Coventry appointments, and £300 for missed London appointments.

If a client is late to an agreed appointment, then I will start charging from the time that they were due to arrive, rather from the actual time of arrival. This added time will be charged for,

even if it means that I exceed a previously agreed quotation. Clients who are very late run the risk of not being seen at all, and having to pay a missed appointment charge and re-booking their appointment for a later date. I will not allow their failure to arrive on time to interfere with subsequent booked appointments.

If I attend a case conference, or if I see a client at his or her home, then I charge £150 per hour travelling time (from my home in Coventry) and £150 per hour waiting time. I also charge travelling expenses (first class rail fare, or car mileage at 50p per mile).

For attendance in Court, I charge £2,000 per day regardless of how long I give evidence (and I would make this charge even if, on the day, it turns out that I am not needed at all). I also charge travel expenses and hotel expenses as needed.

If a Court case or a case conference is postponed, or cancelled, or if I am not needed, then I reserve the right to invoice you, the instructing solicitor, for the time that I had allocated.

However, if you give me more than two weeks notice of the cancellation, I would not charge at all. If you give me less than 14 days notice, but more than 7 days, then I would charge 33% of the estimate. With less than 7 days notice, but more than 2 days, then I would charge 66% of this estimate. If you give me less than 2 days notice of the cancellation, then I would charge 80% of the estimate. However, regardless of the period of notice, I would charge in full the cost of any non-refundable train or aeroplane tickets.

If on Court assessment, it was decided that my fee was too high, then I would accept the decision of the Court. But the initial assumption must be that funding is in place.

I expect invoices to be paid within 24 months of submission. As noted above, I reserve the right to charge an extra 10% if I am not paid by 24 months. Please do not send me part payments. When you do pay me, I prefer payment in full.

If I do a small amount of follow-up work on a case, then quite often I do not send out an invoice (for say, 1 or 2 hours work). This means that if a case settles, you do need to inform me, so that I can check that there are no outstanding invoices to be sent out. If you do not inform me that a case has been settled, then I will eventually get round to sending you an invoice, but this may be very late and may cause you some difficulty in getting reimbursed from the other side, or from an insurance company.

Complaints and compliments

I will always respond promptly to any complaints or constructive criticisms. But I have received vanishingly few complaints or criticisms from solicitors about my work (indeed, I am not sure that I have ever received a complaint). I often receive unsolicited compliments.

Here are a few:

I write to thank you for preparing your report so quickly

I am extremely grateful for your detailed analysis of the proposed draft amended Defence, particularly with regard to your comment in causation which is extremely helpful

Many thanks for this, it is extremely helpful

It has been a pleasure working with you

I acknowledge receipt of your extremely helpful report

Many thanks indeed, very helpful as always

Thank you very much for your detailed comments, as I suspected, they are extremely helpful

I appreciate your clear comments and I think they were excellent

Thank you for your careful attention to detail

I would like to offer our sincere thanks for your assistance with this long and complex case

Thank you for your very helpful letter

Thank you for preparing the very clear and comprehensive report

The feed back from the medical defence organisation was that your report was particularly good, well explained and well written

Many thanks for your comprehensive and very detailed response

Thank you for your invaluable assistance in respect of this matter in what was essentially a very complicated claim

Given how good your reports always are, it might be a good idea to confirm it is you when trying to negotiate

Thanks for confirming, you are so efficient

If only all of my experts were so efficient

I have always been impressed with the service that I have received from you over the years

Our other experts came back with negative reports, however on the basis of your report I kept going and I've managed to settle the claim. I'm really grateful for your help

As ever, you've been a fantastic source for anything eye related

I particularly appreciated the technical notes in your report

I have seen several of your reports and I know the quality of them, hence why I keep bugging you

Many thanks for your (as is the norm) very prompt response

I note your report is very thorough

What a pleasant surprise to receive it so quickly

You are clearly an expert in this field and have an ability to explain things in a way we can understand

Finally, if you have had a copy of these Terms and Conditions and if you continue to deal with me, then (unless you have informed me otherwise), I will assume that you accept them in full.

Brett Halliday

January 2019