

# 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 have charged for the last four 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, extract pages that are important to me, and then re-order them. That gives me a bundle that I can quickly refer to at any point in the case. So, if you are an entirely paperless office, then I regret I cannot work for you. Of course, if you need to send me small documents by email (say up to 16 pages), then I am very happy to accept these, as I can easily print them out for myself.

Unless I am on holiday, I aim to produce a report within four weeks of receiving instructions. It is not at all uncommon for me to write a report within 2 days of receiving instructions (if I do not need to see the client).

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 or your reference number. I need to know the client's name in order to access the records. Similarly please do not pay my invoices by direct bank transfer without quoting my invoice number. I regularly get payments into my bank with no references at all, and it is very difficult for me to work out which case these refer to.

I regret that I no longer will even attempt to deal with emails that require me to log into a third party site with a password etc. in order to retrieve a letter or a document. Why? Because I found I was wasting a lot of time looking up passwords, and navigating around these third party sites.

So if this type of email arrives in my inbox then at the most, I will hit the "reply" button and ask you to post things to me. But because many of these third party emails

do not accept replies, you may not know that I am effectively ignoring your communication.

Some solicitors will not send even a one page letter by email without encrypting it. That is fine by me if you send a second email with the password in it. But do not expect me to phone you to get a password (this takes too much time), and do not expect me to remember previous passwords.

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.

I am retired from clinical practice, but I keep up with continuing professional development, appraisals, and revalidation with the GMC (which every 5 years requires me to take an examination to show that I have a sufficient knowledge base).

If you want to use an expert who is in current NHS practice, then you will have to use an alternative expert. My own experience is that in Court a judge takes note of the logic of an opinion and of supporting literature, rather than worrying too much about the status of the expert.

I always let instructing solicitors know if I feel that I am not properly qualified to comment on any particular case.

Just to warn you, the GMC regards you (the solicitor) as my "employer", and as such it is a requirement from the GMC that from time to time, my employers fill in a questionnaire which asks if there are any concerns about my work.

If I send you one of these questionnaires, then it must be filled in and returned, otherwise I will not be able to continue to work for you.

When I need to examine clients, most are happy to see me at my home in Coventry. I can be pretty flexible with appointment dates and times. For those that come by train, my house is an easy 10 minute taxi drive from Birmingham International railway station.

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 (on two occasions), and the United States of America.

I can see clients in London, but as this is on an individual, one to one, basis I regret that if they want this option, then I do charge for travelling time and for my train ticket.

# **BRETT HALLIDAY, CONSULTANT OPHTHALMOLOGIST**

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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.

### **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 2021, 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 (in addition to my travel time and train fare).

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, or if I see a client in London, 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). If the client lives a long way from Coventry, then I may need to charge for a night in a hotel. I can provide a detailed quote on request.

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.

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 2020