

# **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** Independent Consultant Ophthalmologist: private clinical practice including running day case cataract unit ([www.thecoplow.co.uk](http://www.thecoplow.co.uk)) and medico-legal work
- Previous Posts** Consultant Ophthalmologist, Eye Ear and Throat Hospital, Shrewsbury 1990 - 1997  
Lecturer in the Department of Clinical Ophthalmology, Moorfields Eye Hospital, London 1986 -1990
- Registrations** GMC Registration No. 2454182  
Medical Defence Union Registration No. 342844I  
Listed in the Law Society's Directory of Expert Witnesses  
Association of Personal Injury Lawyers, 1st tier Expert  
Member of The Expert Witness Institute  
Member of the European Society of Cataract and Refractive Surgeons
- 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 including epikeratophakia and excimer laser, contrast sensitivity measurements, techniques of cryolathing, 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 300 reports a year, recent cases include:**

Squint surgery causing double vision  
Inadequate cosmetic blepharoplasty  
Poor treatment of microbial keratitis  
Failure to rectify orbital fracture  
Lack of eye care in intensive care unit  
Retinal toxicity from chloroquine  
Anaesthetic injection close to eye caused ocular perforation  
Cataract surgery complication, rupture of posterior capsule  
LASIK, over-corrected hyperopia  
Cataract surgery complication, corneal decompensation due to toxic substance  
Blunt injury with cricket ball  
Road traffic accident caused nerve palsy and double vision  
Strimming caused corneal foreign body  
LASIK, failed to make corneal flap  
Cataract surgery, dropped nucleus  
Whiplash injury caused headache  
Facial scars from road traffic accident  
Missed retinal detachment  
Wrong spectacles prescribed, caused fall  
Inappropriate use of steroids for ocular inflammation  
Missed hydrocephalus, raised intracranial pressure, caused blindness  
Negligent treatment of diabetic retinopathy  
Missed intraocular foreign body caused blindness  
Cataract surgery, poor management of infective endophthalmitis  
LASIK failure to consent properly  
Road traffic accident caused retinal detachment  
Optic nerve injury in road traffic accident  
Delayed treatment of giant cell arteritis  
Retinal embolus at time of angiography  
Failure to refer necrotizing fasciitis  
LASIK, over correction of myopia  
Failure of retinal detachment surgery  
Cataract surgery, wrong power of intraocular lens implant  
LASIK, ectasia after re-treatment  
Delay in diagnosis of congenital cataract  
Blindness from airbag injury  
Astigmatism after cataract surgery  
Leaking wound after cataract surgery  
Failure to perform peripheral iridotomy with anterior chamber lens implant  
Missed diagnosis meningioma  
Drug induced optic neuropathy  
Inadequate treatment retinal vasculitis  
Criminal case, inadvertently leaving shop without paying due to poor vision  
Criminal case, use of cannabis and pupil size  
Criminal case, alleged rape, visual identification of penis  
Criminal case, accidental stabbing of husband due to poor vision  
Criminal case, driving with reduced acuity  
Criminal case, retinal haemorrhage from alleged shaken baby syndrome  
Criminal case, eye injury due to knife or due to key?

Reports are prepared to Court standard. In every case I aim to provide an explanation of technical terms, a clear account of the history, an abstract of important clinical notes or other documents in chronological order, results of clinical examination, injuries suffered and current condition, the prognosis and capacity for work. Finally I have an opinion section where I present a comprehensive and logically argued case regarding any alleged sub-standard treatment etc.

I encourage solicitors who are considering instructing me to contact me in advance (preferably by email or else by telephone) to discuss the case. Any advice that I give during a phone call or in a reply to an 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 on the case.**

The following are the terms and conditions under which I normally agree to undertake medico-legal work. If any aspect of these is not acceptable, then please contact me prior to instruction and it may be possible to modify them. If no modifications are requested, then I regard these Terms and Conditions as forming part of the contract between us.

### **Instructions**

I prefer it if instructions come from a named individual rather than anonymously from a company. **All correspondence should be sent to my Coventry address, even for clients that I will see in Harley Street.**

I expect to receive detailed instructions which clearly state what is required from my report. If I need to see a client, then **it is essential that I am provided with a telephone number** as I always telephone each client to check that a proposed examination date is convenient.

### **Medical Records**

I expect medical records to be supplied prior to the agreed appointment, so that I can review them prior to seeing the client. Indeed, as I do not have a waiting list, I do not send an appointment to a client until I am in possession of a full set of records.

The records should be high quality photocopies and indexed, so that it is clear which records are from which source (hospital records, GP records etc.) Clinical photographs or corneal topography plots should be sent as colour copies. Although I prefer paper records, I do accept PDF or other electronic files. Please do not send lengthy faxes.

If 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. Unless informed that I have been given an original set of records, I will assume that I have been provided with a copy set. I reserve the right to destroy these at any time.

### **Appointment**

I will endeavour to provide an appointment date within three weeks of receiving instructions. In urgent cases I can often provide an appointment within one week. If a client fails to arrive for an agreed appointment, then I reserve the right to charge the instructing solicitor a fee of £75 for missed Coventry appointments and £150 for missed Harley Street appointments. If a client is late for their appointment, then I reserve the right to make an additional charge for that time at my standard rate.

## Preparation of Reports

I will complete my report and return it to the instructing solicitor within two weeks of the appointment unless further tests or investigations are required. If this is the case, then I will inform the instructing solicitor of the reason for the delay. I normally provide only one copy of each report.

## Fees

I charge £216 per hour for examination of the client, reviewing records and preparing a report. Typically, a case of alleged medical negligence will take in the region of 8 hours of work. If the case is particularly complex or involves a very large bundle of records, or if the records are received in a muddle, this may increase to 10 hours or more. A minor case, such as an injury at work, may take in the region of 4 hours. I am always happy to provide an estimate in any particular case and I will then guarantee a maximum charge for an examination and initial report. Any estimate will be valid for at least six months, but as I review my charges in January each year, if it is more than six months since my estimate, and if my rates have increased, then I will charge my new rate.

Further work on a case will be charged at £216 per hour. Unless the instructing solicitor requests otherwise, I prefer not to invoice immediately for every small additional piece of work. Rather, I prefer to send out a more substantial invoice at less frequent intervals. Please inform me if a case concludes so that I can send a final invoice.

I am happy to attend any case conference or trial as needed. As I devote 50% of my timetable flexibly to medicolegal work, there should be no difficulty in arranging dates.

If I am called to a case conference or as a witness in Court, then I charge £108 per hour travelling time (from my home in Coventry) and £108 per hour waiting time. I also charge travelling expenses at cost (first class rail fare and car mileage at 45p per mile).

If, in the event, I am not needed in Court, then I reserve the right to invoice you, the instructing solicitor, for the time that I had allocated for the Court appearance, this applies both to civil and criminal cases. I would estimate my travelling and waiting time and I would assume that I would have given evidence in Court for one and a half hours. I would then calculate a total charge based on this.

If you give me more than two weeks notice of the cancellation, then 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 this 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.

I expect invoices to be paid within 6 months of submission. I recognise that in certain cases this may be a problem for the instructing solicitor. **If I am asked in advance**, then I may agree to extend this to 12 months. I will not agree to "end of case" settlement. I cannot enter into any arrangement whereby payment of my fee depends on the outcome of the case.

B L Halliday

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