

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
- 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
- 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,
in the last 12 months these have included the following:**

Poor biometry for cataract surgery
Improper peripheral iridectomy caused visual symptoms
Wrong spectacle prescription by an optician
Failure to diagnose a transient ischaemic attack and subsequent development of a stroke
Poor management of a pseudomonas corneal infection by a general practitioner
Substandard cataract surgery with lens haptic positioned in front of iris
Poor consent for LASEK
Late diagnosis of fungal corneal infection
Poor management of glaucoma
Inadvertent injection of antibiotic into an eye causing total blindness
Occipital stroke resulting from vertebral artery occlusion after neck manipulation
Blunt injury with an apple
Displacement of a lens implant after YAG laser treatment for floaters
Inappropriate prescription of steroid drops by a general practitioner
Failure to refer retinal detachment
Missed orbital cellulitis
Failed diagnosis of central retinal artery occlusion
Late diagnosis of meningioma
Poor management of scleritis
Delayed hospital appointments in the management of diabetic retinopathy
Missed diagnosis of a pituitary tumour
Road traffic accident, optic nerve injury
Differential diagnosis of temporal arteritis and non-arteritic ischaemic optic neuropathy
Chemical injury to an eye
Broken glass injury to an eye
Phaco burn during cataract surgery
Blindness from retinopathy of prematurity
Dropped nucleus in cataract surgery
Neurotrophic keratitis after neurosurgery
Squint secondary to myaesthesia gravis
Firework injury
LASIK in forme fruste keratoconus
Failure to perform YAG peripheral iridectomy in narrow angle glaucoma
Poor corneal protection during general anaesthetic
Badly managed acanthamoeba keratitis
Acute orbital haemorrhage, failure to decompress orbit
Missed malignant melanoma
Dry eye after LASIK
Visual field loss secondary to Vigabatrin
Delayed treatment with Lucentis in macular degeneration
Delayed diagnosis of squamous cell carcinoma
Perforation of eye during blepharoplasty
Blow-out injury during rugby match
Eyes glued shut with superglue

Criminal cases have included:

Cataract surgery and stab wound
Death by dangerous driving
Head injury and locked in syndrome

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 sub-standard treatment etc.

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 on the case.**

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. I regard these Terms and Conditions as forming part of the contract between us.

Instructions

It is helpful to have a paragraph in the letter of instruction 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.

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 liability and causation report from the records, in general I write a better report if I can take my own history from the client, rather than relying on a prepared statement. 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.**

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 email me to find out.

Medical Records

I need these in advance so that I can review them prior to seeing the client. Indeed, as I do not have a waiting list, I will not arrange an appointment until I have the records.

Please do not send items "Recorded Signed For" with Royal Mail, as this does not provide any improved services during transit, but has the disadvantage that if I am out, the postman is not permitted to leave items in a designated safe place.

The records should be high quality photocopies and indexed, so that it is clear which records are from which source. Clinical photographs or corneal topography plots should be colour copies. Although I prefer paper records, I do accept CDs (I expect all of the pages to be of the same orientation, and a proper index). I also accept PDFs and other electronic files. Please do not send lengthy faxes.

A well organised set of records allows me to complete my report in a shorter time, and therefore at lower cost. 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 otherwise, I will assume that I have a copy set of records. I reserve the right to destroy these at any time (although normally I keep medical records for 12 months).

Preparation of Reports

I aim to complete reports within 4 weeks of receiving instructions. If I need to see the client, then this will depend on them being reasonably flexible in arranging their appointment

Fees

I charge £240 per hour (plus VAT) 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 without an examination, and 10 hours with an examination. A very complex case may take longer than this, but a minor case (such as an injury at work with no major eye injury) typically takes 4 or 5 hours. I am always happy to provide an estimate in any particular case, and I will then guarantee a maximum charge for the initial report.

If a patient cancels a previously agreed appointment in London with less than 7 days notice, then I will charge a fee of £80. This cancellation fee does not apply for patients who have arranged to see me in Coventry. If a patient is late to an agreed appointment, then I will charge £240 per hour (up to a maximum of £120). This will be in addition to my estimated charge for the report. Clients who are late run the risk of having to re-book their appointment for a later date as I will not allow their failure to arrive on time to interfere with subsequent booked appointments. 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 London appointments.

Further work on a case will be charged at £240 per hour.

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 £120 per hour travelling time (from my home in Coventry) and £120 per hour waiting time. I also charge travelling expenses at cost (first class rail fare or car mileage at 45p per mile).

If a Court case 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. 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 hour. I would then calculate my invoice: 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 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.

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 to meet my estimated charge.

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.

Brett Halliday