

Abbreviated medicolegal curriculum vitae

Mark Antony Hughes BSc (Hons) MBChB MSc PhD FEBNS FRCS(Neurosurgery)

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For paper correspondence:
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Personal profile:

I undertook neurosurgery training in London, Edinburgh, and New York; with subsequent fellowship training in endoscopic skull base surgery in Leeds.

I incorporated a Wellcome Trust funded PhD during my higher surgical training (exploring neuron:silicon interfaces).

I am on the GMC Specialist Register as a neurosurgeon. I am a Fellow of the Royal College Surgeons of Edinburgh. I have worked in Neurosurgery since 2010.

I was appointed as a fulltime NHS neurosurgery consultant in 2020. My busy clinical practice involves elective and emergency adult neurosurgery, covering the full spectrum of emergency neurosurgical (spinal and cranial) presentations (including head and spinal trauma, subarachnoid haemorrhage, cauda equina syndrome, spinal injuries, and hydrocephalus).

My subspecialty focus as a consultant neurosurgeon is pituitary and anterior skull base surgery. I continue research as an honorary senior lecturer at the University of Edinburgh.

Qualifications:

Member of the Faculty of Surgical Trainers, Royal College of Surgeons of Edinburgh 2021

Senior Fellowship in Anterior Endoscopic Skull Base Surgery, Royal College of Surgeons of England, 2021

Fellow of the Royal College of Surgeons of Edinburgh (FRCS Neurosurgery) 2018

Fellow of the European Board of Neurological Surgery 2018

PhD in Neuroscience & Engineering, University of Edinburgh 2014

MSc in Surgical Sciences, University of Edinburgh, 2010

Member of the Royal College of Surgeons of Edinburgh, 2008

MBChB, University of Edinburgh, 2006

BSc (Hons) in Neuroscience 1st Class, University of Edinburgh, 2003 (Class prize)

Medicolegal expertise

I have previously written medicolegal reports for cases in England, Scotland, and Ireland. I have given evidence in court. I am a member of the Forensic Medical Advice Team coordinated by the UK National Crime Agency.

I complete reports within two weeks of receipt of all necessary information. I am insured by the MPS for my medicolegal work. I am registered with the Information Commissioner's Office. I have completed the Bond Solon 'Excellence in Medicolegal Report Writing' course.

My areas of expertise include the spectrum of adult emergency and elective neurosurgery, including management of head injury, cauda equina syndrome, and intracranial tumours. I have additional subspecialist expertise regarding pituitary tumours and tumours of the skull base.

Current appointments:

Consultant Neurosurgeon, Department of Clinical Neurosciences, Edinburgh

Honorary Senior Lecturer, University of Edinburgh

Research & Education

I have published over 50 peer-reviewed papers, books, and book chapters. My PhD focused on neuron-silicon interfaces (with a view to developing neuro-prostheses) and won the Syme medal (awarded by the RCSEd) and the British Journal of Neurosurgery prize.

Current research projects revolve around diagnosis, management, and outcome measures in pituitary and skull base surgery. Projects include developing remote digital visual field assessment tools, exploring the use of artificial intelligence to analyse facial images for early detection of acromegaly, and the use of 3D printing to improve patient counselling and surgical planning for skull base operations.

I am a member of the Faculty of Surgical Trainers and the Academy of Medical Educators, having completed the Southeast Scotland Clinical Educator Program. Current teaching roles include supervising University of Edinburgh BSc, MSc, and MBChB students.

Terms and conditions relating to the provision of expert services

I, Mr Mark Hughes, agree to provide witness services as an expert in the field of neurosurgery in accordance with instructions received from the client and in accordance with the terms of engagement set out below:

1. I owe a duty to you and your client to exercise reasonable skill and care in carrying out your instructions. However, my primary duty as an expert witness is to provide independent and unbiased evidence to the Court.
2. Please send copies of all materials relevant to the case, and not the originals. If a document or scan is missing I will comment on this in my report but will not be able to consider it further. I will not accept any liability for original material.
3. Subject to paragraph 9 below my fee is £420 per hour for all time spent on the case. I will estimate the likely time for the case based on the volume of papers to consider. Time spent on necessary travel will be charged at £210 per hour. VAT shall not be charged.
4. All reasonable expenses incurred by me will be charged at cost, including reasonable accommodation and sustenance costs (as required). Any necessary mileage will be charged at 45p per mile or first-class rail fare, whichever is appropriate. Copies of receipts will be provided if requested.
5. Where I am retained in a matter and instruction is cancelled without my having to investigate and/or report I reserve the right to make a cancellation charge.
6. The client will pay me within 60 days of completion and receipt of the report and delivery of the invoice. Separate invoices will be rendered for further work undertaken on the case and will be paid within 60 days of delivery of such further work.
7. Once the case has been set down for trial, I will use my best endeavours to keep those dates free of other work or other trial commitments.
8. If the case is set down for trial and is cancelled, settled, or my need to attend cancelled within five working days, one notional day's attendance at court will be chargeable as set out below.
9. My daily rate for attending court hearings is £2000 per half day (up to 4 hours) including travelling and waiting time that day whether or not all evidence is given. If the length of the appearance exceeds 4 hours then a daily rate of £3400 will be charged.
10. For pre-trial work in publicly funded cases (where my fees constitute a disbursement) the client shall advise me of any undue delay in payment. I will assume that the client has received all necessary authority for me to be instructed and paid.
12. On accounts not settled within the agreed period, and at my discretion, interest will be charged at the rate of 2% per month or part of a month, until full settlement is received pursuant to the Late Payment of Commercial Debts (interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.
13. I reserve the right to terminate this agreement upon giving written notice to the client, without prejudice to any accrued rights under the agreement, if the client a) is dissolved and becomes insolvent b) makes a general such assignment, arrangement or composition with its creditors.
14. The rights and remedies set forth in this agreement are not exclusive and are in addition to all other rights and remedies provided by law.
15. This agreement shall be governed and construed in accordance with the laws of Scotland and constitutes the entire agreement between the parties.
16. I will use my experience, care and skill in fulfilling your instructions to the best of my ability. In the event of dissatisfaction with my services, the client shall put the reasons to me in writing.
17. The client understands and accepts the nature of my duty to the court under Part 35 civil procedure rules.
18. 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 services being prevented, hindered or delayed as a consequence of circumstances outside my control.

19. The client shall provide me with comprehensive instructions, including whether the matter is pre-trial advice or litigation is likely, and all time-tabling information as far as is practicable including track allocation. I reserve the right to terminate this agreement, and to charge for work undertaken to that point, if the client or anyone representing the client shall have provided me with information which is false or misleading and which may compromise my duty to the court.

20. All Information, facts, matters, documents and all other materials of a confidential nature which is received or created as a result of this Appointment will remain confidential. If the Appointment is as a Single Joint Expert by the solicitors of both parties, both firms of Instructing Solicitors will be jointly and severally liable for the fees and disbursements. Where the Appointment is by an Agency which has itself been instructed by solicitors, both the Agency and its Instructing Solicitors will be jointly and severally liable for payment of the fees and disbursements

21. All documents, save for a copy of the report securely retained by myself, shall be confidentially destroyed after a period of 6 months from when I have discharged my duties under the Appointment, unless instructed otherwise by the Instructing Solicitor.

22. I will endeavour to produce my report in a timely manner and to use the minimum amount of time required to do so. I will issue an estimate on this basis and require your written agreement on paper with your organisation's letterhead confirming your agreement to this figure before I start preparing my report.

23. Please confirm your agreement in writing to the above terms.

Please do not hesitate to contact me if there is anything related to these terms which you would like to discuss.