DOLMANS INSURANCE BULLETIN

Welcome to the October 2021 edition of the Dolmans Insurance Bulletin

in this issue we cover:

REPORT ON

- Redeveloped land - historical features, alleged defects and dangerousness - *RD v Bridgend County Borough Council*

RECENT CASE UPDATES

- Burden of proof - cross-examination - expert evidence
- Costs - QOCS - set-off
- Interim payments - Co-Defendants - employers' liability
- Occupiers' liability - trespassers - state of mind

If there are any items you would like us to examine, or if you would like to include a comment on these pages, please e-mail the editor,
Justin Harris, Partner, at **justinh@dolmans.co.uk**

DOLMANS
SOLICITORS

REPORT ON

Redeveloped Land - Historical Features, Alleged Defects and Dangerousness

RD v Bridgend County Borough Council

In recent years, many previously industrial areas throughout the country have been redeveloped for more leisure purposes. These historic areas sometimes incorporate characteristics that cannot be altered for various reasons, resulting in unique features that would not otherwise arise when other areas are newly constructed.

Likewise, where claimants suffer accidents as a result of these features, certain arguments might also arise that would not otherwise when dealing with matters under the Occupiers' Liability Act 1957 or similar legislation.

This situation arose in the recent case of *RD v Bridgend County Borough Council*, where Dolmans represented the Defendant Authority.

Background

The Claimant alleged that he was walking along a pedestrianised area within a harbour/marina owned and controlled by the Defendant Authority, when he tripped over a difference in levels, referred to as a ramp by the Claimant, causing him to fall and suffer personal injuries.

The difference in levels was caused by the threshold between a tarmacadam area and a concrete platform within a pedestrianised area. The tarmacadam area had been constructed during the transition of the area in the 1990's from a working industrial harbour/dock. The area was later developed into its current use as a harbour/marina with surrounding leisure facilities between 2011 and 2013.

The Claimant alleged that the Defendant Authority was negligent and/or in breach of Section 2 of the Occupiers' Liability Act 1957.

REPORT ON

Claimant's Arguments

The Claimant argued that the alleged defect/ramp was dangerous and sought to rely upon the following in support of the same:

(1) The height differential in levels was approximately 2 inches;

(2) The location was within a pedestrianised area of the harbour/marina and part of a redevelopment of the area for the amenity of visitors to the area, making a good degree of pedestrian footfall reasonably foreseeable;

(3) There were no signs or barriers in place around the ramp to warn pedestrians of its presence; and

(4) There was a large boulder, which had also been in situ for many years, in the immediate vicinity that acted like a 'funnel' guiding pedestrians to the location of the Claimant's alleged accident.

The Claimant submitted that if the Court found the alleged defect to be dangerous, then the Defendant Authority's system of inspection and maintenance must have fallen short, given that the alleged defect was not detected and remedied by the Defendant Authority's said system.

Defendant's Evidence

Extensive enquiries were undertaken with the Defendant Authority's relevant personnel and witness evidence adduced which confirmed the following:

(1) The concrete platform at the location of the Claimant's alleged accident was a design feature and part of a Grade Two listed structure. As such, it could not be permanently altered without prior consent by CADW. Copies of the relevant Conservation Map and CADW Report for Listed Buildings were exhibited to the Defendant Authority's witness evidence.

(2) The area where the Claimant's alleged accident occurred was subject to daily walked inspections by the Defendant Authority's staff at the time of the Claimant's alleged accident, some of whom were based at the harbour/marina. There was also a reactive system of maintenance and inspection in place at the time of the Claimant's alleged accident. There were, however, no records of any such complaints and/or other accidents relating to the location of the Claimant's alleged accident since 1996.

(3) No alterations and/or repairs had been undertaken at the said location following the Claimant's alleged accident, either before or since the Claimant's alleged accident, and the Defendant Authority did not consider that the location was dangerous and/or in need of repair in any event. Indeed, there had been no reported complaints and/or similar accidents at the location since the date of the Claimant's alleged accident, despite the location having not been altered and/or repaired within this period.

(4) Likewise, there were no maintenance records relating to the location of the Claimant's alleged accident as there had been no need for any repairs at the said location since the area was redeveloped in 2013.

(5) The concrete platform had been installed many years before the date of the Claimant's alleged accident for use by cranes in order to lift boats out of the water. After some research, a historic photograph taken decades earlier was adduced in evidence on behalf of the Defendant Authority and showed a small mobile crane on the concrete platform.

In addition, an independent Health & Safety Report was commissioned by the Defendant from an independent third party in 2018, after the date of the Claimant's alleged accident, but prior to notification of his claim, and, therefore, unrelated to the same, which included a risk assessment of the area where the Claimant's alleged accident occurred. A visual inspection of the area was undertaken in 2018 and no issues were noted at the location of the Claimant's alleged accident. The said location had not been altered since the date of the Claimant's alleged accident.

As well as the Defendant Authority's own personnel, it had been possible to source and obtain a witness statement from the author of the above Report and he also gave oral evidence at Trial in support of the Defence.

Defendant's Arguments

Assuming that the Claimant was able to prove that he tripped on the alleged defect, it was argued at Trial that the Court must then apply the two stage test under the 1957 Act, namely:

(1) Was the difference in levels/ramp a real source of danger?

(2) If so, but not otherwise, did the Defendant take reasonable care to avoid the same?

It was argued on behalf of the Defendant Authority that the first question has to be considered in the context of the nature of the premises and all the circumstances of the case. The premises comprised a harbour/marina, not a pavement on the high street, and it was argued, therefore, did not fall to be judged by the latter.

The concrete platform within the harbour/marina was a Grade Two listed structure and the area had been a working harbour since the 1800's. It was, therefore, also argued that the historic areas did not fall to be judged by modern standards of construction. The Defendant Authority relied upon *McGivney v Golderslea [2001] 17 Const LJ 454*, arguing that an occupier is not required to upgrade premises to keep pace with building regulations, etc.

The Defendant's evidence, as referred to above, was emphasised, and it was also argued that the alleged defect was highly visible. It was also argued that features, such as the ramp, large boulder, steps, other changes in levels, etc, must be anticipated by visitors to a harbour/marina, especially one originally dating back to the 1800's.

Judgment

The Judge, having found that the Claimant's alleged accident had occurred in the circumstances alleged and that the Claimant was a lawful visitor to the area, addressed the various arguments made on behalf of the Claimant and Defendant, as referred to above.

However, after hearing the Claimant's evidence, the Judge held that the Claimant had misjudged the ramp on this particular occasion. He had walked in the vicinity previously without any issues, which suggested that the area was not dangerous.

The Judge went further, highlighting the independent Health & Safety Report and the oral evidence provided by its author. There were no issues raised within the said evidence relating to the location of the Claimant's alleged accident.

In considering dangerousness, the Judge, therefore, took account of the facts that the area remained a working harbour/marina, that there had been no similar complaints/accidents over many years and that none of the Defendant Authority's witnesses considered the location to be dangerous.

In addition, and given that the difference in levels was not considered to be great and just a small step, that this was very visible and that there was no obstruction of the Claimant's view at the time, the Judge was not satisfied that the location was dangerous and dismissed the Claimant's claim.

Conclusion

Obviously, cases will be decided upon their own merits and attention to detail when preparing the Defendant Authority's evidence was vital to the successful outcome of the above matter. This involved the consideration of historical documents and photographs, as well as detailed witness evidence from the Defendant Authority's relevant personnel and the author of the independent Health & Safety Report referred to above. All of this assisted the Trial Judge in reaching his conclusion that the relevant location was not dangerous.

This matter was allocated to the Multi Track and listed for a Split Trial dealing initially with liability only. This decision, therefore, resulted in substantial savings for the Defendant Authority in terms of both damages and costs.

Tom Danter
Associate
Dolmans Solicitors

For further information regarding this article, please contact
Tom Danter at **tomd@dolmans.co.uk**
or visit our website at **www.dolmans.co.uk**

RECENT CASE UPDATES

Burden of Proof - Cross-examination - Expert Evidence

Griffiths v TUI
[2021] EWCA Civ 1442

The Court of Appeal has handed down its much anticipated Judgment with regards to the proper approach towards "uncontroverted" expert evidence.

Background

The Claimant had booked an all-inclusive package holiday with the Defendant to Turkey. He became unwell during the course of the holiday, with symptoms of gastric illness beginning on the second day. He had eaten all of his meals at the hotel, save for one meal in a local restaurant. He was admitted to hospital and diagnosed with acute gastroenteritis. Analysis of a stool sample showed multiple pathogens, both parasitic and viral.

The Claimant brought a claim against the Defendant alleging that his illness was caused by, amongst other things, the poor food hygiene standards at the hotel. The Claimant served, and was granted permission to rely upon, a report from a Consultant Microbiologist dealing with causation. The report was short and concluded that on the balance of probabilities, the Claimant had acquired his gastric illness following consumption of contaminated food or fluid from the hotel.

The Defendant was granted permission to obtain expert evidence, but failed to do so within the time specified. The Defendant did, however, put questions to the Claimant's expert.

The expert was not called or cross-examined at Trial. The only expert evidence before the Court, therefore, was that from Mr Griffiths.

At Trial, although the Judge accepted the evidence of the Claimant and his wife as to both what he had eaten and the history of his symptoms in full, she identified a number of deficiencies in the expert report. As such, she found that, on the balance of probabilities, the Claimant had not proved his case that his illness was caused by contaminated food or drink supplied by the hotel, and the claim was dismissed.

On Appeal, the High Court reversed that decision, describing the Claimant's report as "uncontroverted" expert evidence because the travel company had not called any evidence to challenge or undermine the factual basis for the report, there was no competing expert evidence and no cross-examination of the expert had taken place. The Court indicated that where a report was uncontroverted, the Court was not entitled to subject it to the same kind of analysis and critique as if it were evaluating a controverted report.

The Defendant appealed.

Appeal Decision

The majority of the Court of Appeal allowed the Appeal.

It held that the authorities did not support the 'bright line approach' adopted by the Judge. There was no strict rule that prevented the Court from considering the content of an expert's report which complied with CPR PD 35 where it had not been challenged by way of contrary evidence and where there had been no cross-examination. Such a report could be impugned in submissions and, ultimately, rejected by the Judge. In any event, the Judge had not decided that the report was wrong, but, rather, that it was insufficient to satisfy the burden of proof which fell upon the Claimant in relation to causation.

The expert's credibility was not in issue. The situation in this case could, therefore, be distinguished from the well-known rule in *Browne v Dunn (1893)*, which requires that if the credibility of a witness is to be impeached, fairness demands he should be given the opportunity to give an explanation.

Whilst it was a 'high risk' strategy, there was nothing inherently unfair in seeking to challenge expert evidence in closing submissions. A Defendant was entitled to submit that the case or an essential aspect of it had not been proved to the requisite standard and could not be prevented from doing so because some of the evidence was contained in an uncontroverted expert's report. It was not for the opposing party to give the other side the opportunity to make good deficiencies in their evidence. It was for the party who files the evidence in support of their case to make sure the content of the report is sufficient to satisfy the burden of proof.

The Court had to analyse an expert's report, rather than accept it at face value. A Court might reject a report, even where it was uncontroverted, if it was a bare ipse dixit.

RECENT CASE UPDATES

Costs - QOCS - Set-off

Ho v Adelekun
[2021] UKSC 43

The issue before the Court was whether there is jurisdiction in a personal injury claim that attracts the application of Part 44 Section II of the Civil Procedure Rules ('CPR') which relates to Qualified One-way Costs Shifting ('QOCS') to allow the set-off of an Order for costs made against a Claimant against an Order for costs made in the Claimant's favour.

Background

The Claimant, Ms Adelekun, ('C') was injured in a road traffic accident in 2012, for which she alleged the Defendant, Ms Ho, ('D') was liable. C's solicitors notified D's insurers of the claim in accordance with the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents. Liability was not admitted, so the claim exited the portal. C issued proceedings. In 2017, D made an offer to settle the claim in the sum of £30,000 by way of a letter described as a 'Part 36 Offer Letter' in which D offered to pay C's costs in accordance with CPR 36.13 if the offer was accepted within 21 days, such costs to be subject to Detailed Assessment if not agreed. C accepted the offer and a Tomlin Order was made by consent reflecting that settlement.

A dispute arose as to the basis of assessment of C's costs. D argued that C's costs were limited to the fixed costs recoverable in accordance with the terms of CPR Part 45 Section IIIA. C disagreed, asserting that she was entitled to recover her costs assessed on the standard basis as that was what had been offered and accepted. The dispute proceeded to the Court of Appeal, which held that only fixed recoverable costs were payable by D. D was awarded her costs of the dispute about the assessment basis. D's costs in that respect were in the region of £48,600. D asked the Court of Appeal to direct that she could set-off her obligation to pay C's fixed recoverable costs (£16,700) against the much larger costs liability that C owed D.

CPR 44.14(1) provides that, subject to rules 44.15 and 44.16, which were not applicable in this instance, "*Orders for costs made against a Claimant may be enforced without the permission of the Court, but only to the extent that the aggregate amount in money terms of such Orders does not exceed the aggregate amount in money terms of any Orders for damages and interest made in favour of the Claimant.*"

It was agreed by the parties that as the claim included a claim for damages for personal injury, QOCS applied. It was further agreed that as the claim concluded by acceptance of a Part 36 offer, there was no '*Order for damages'* within the meaning of the QOCS regime. C's position was, therefore, that she was entitled to be paid her damages and the fixed costs of £16,700 in full and D was unable to enforce her Order for costs against C. D disagreed. Whilst D accepted that she had to pay the agreed damages, D submitted that she should not be required to pay the fixed costs of £16,700 as they should be set-off against the £48,600 C owed D. D accepted that she could not enforce her Costs Order beyond the amount of £16,700.

The Court of Appeal, whilst doubting the correctness of the decision, held that it was bound by its earlier decision in *Howe v Motor Insurers' Bureau [2020]* that set-off was not a species of enforcement and that the Court did have power to order set-off. It, therefore, found in D's favour, but commented that the Civil Procedure Rule Committee ('CPRC') may wish to give consideration as to whether costs set-off should be possible in a QOCS case and gave permission to appeal to the Supreme Court.

Supreme Court's Decision

The Supreme Court allowed C's appeal. The Court noted that QOCS does not constrain the Court from making Costs Orders, it merely constrains the use Defendants can make of Costs Orders in their favour. To make sense of CPR 44.14, set-off of costs against damages must be a form of enforcement, and the Court found that set-off of costs against costs is also a form of enforcement. The Court did not accept C's submission that QOCS is a complete costs code, or that it wholly excludes set-off of costs against costs under rule 44.12. However, the Court held that QOCS is intended to be a complete code about what a Defendant in a personal injury case can do with Costs Orders obtained against a Claimant. The Defendant can recover the costs ordered, by any means available, including set-off against an opposing Costs Order, but only up to the monetary amount of the Claimant's Orders for damages and interest.

As there was no Order for damages and interest in this claim (because the claim concluded by settlement), D could not recover any of her costs, but still has to pay C's costs.

The Supreme Court recognised that its conclusion may lead to results that "*at first blush look counterintuitive and unfair*", but this was the result that followed from the true construction of the wording of Part 44. Any apparent unfairness in an individual case "*Is part and parcel of the overall QOCS scheme devised to protect Claimants against liability for costs and to lift from Defendants' insurers the burden of paying success fees and ATE premiums in the many cases in which a Claimant succeeds in her claim without incurring any cost liability towards a Defendant*". The Court also recognised that its construction of CPR 44.14 may lead to results that appear anomalous, but the QOCS scheme was *"the best solution so far that the opposing sides in the ingoing debate between Claimant solicitors and Defendant insurers have been able to devise."*

It should also be noted that at the outset of its Judgment, the Court doubted the appropriateness of a procedural question of this kind being referred to it for determination, "*The very fact that two eminently constituted Courts of Appeal have differed profoundly over the interpretation of a provision of the CPR suggests that there must be an ambiguity which practitioners need to have sorted out*". The Court commented that the CPRC was better constituted and equipped to put right such ambiguities. However, as permission had been given, the Supreme Court had to decide the question of construction and would leave it to the CPRC "*To consider whether our interpretation best reflects the purposes of QOCS and the Overriding Objective, and to amend the relevant rule if, in their view, it does not.*"

RECENT CASE UPDATES

Interim Payments - Co-Defendants - Employers' Liability

Buttar Construction Ltd v Arshdeep
[2021] EWCA Civ 1408

Facts

The Claimant had been working as a labourer on a building site when he suffered catastrophic injuries. He had been employed by the Second Defendant, (D2), which was engaged by D4 as an independent brickwork contractor. D1 and D2 were individuals who controlled D2 and D4 respectively.

D2 had carried out a risk assessment and provided a method statement which required bricks and blockwork to be stored on secured platforms. That did not happen. Instead, bricks and blocks were stored on hardboard sheets spread across joists above head height. Acting on the instructions of D2, the Claimant had been passing bricks and blocks to a colleague above, when the joists and supporting walls collapsed and fell, with the bricks and blocks crushing the Claimant.

The Claimant brought a claim against the Defendants in negligence.

D2 admitted that he had a duty of care to the Claimant, but denied negligence, asserting that D4 and D3 were responsible for the joists (and hence were negligent).

D4 admitted that it was the principal contractor on site, but denied it had any duty of care to the Claimant, alleging that D2 was responsible for the accident.

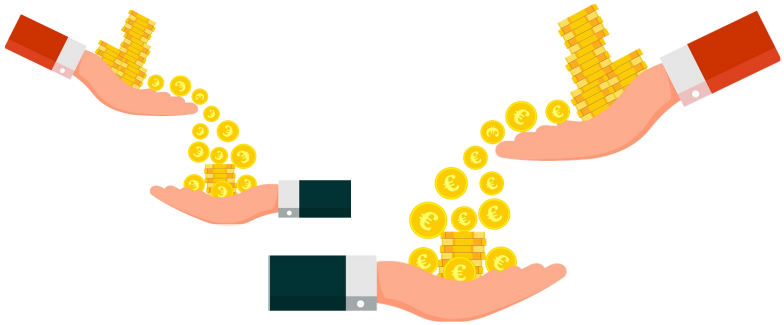
There was no evidence that the joists were faulty or had been improperly fixed to the walls.

The Claimant was in urgent need of rehabilitation after the accident and sought an interim payment against D2 and D4 under CPR r.25.7(1)(e), which applied when there were two or more Defendants and the Order was sought against one or more of them.

Decision at First Instance

The Judge found that the pre-conditions in r.25.7(1)(e) were satisfied and that it was more likely than not that Judgment would be entered against at least one of D2 or D4, but he could not be satisfied which. He was satisfied that the damages would be substantial. He held that D2 and D4 were insured in respect of the claim, even though one or other of the insurers might repudiate their policy. He ordered D2 and D4 to each make an interim payment of £150,000.

D4 appealed.

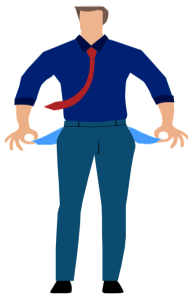


Grounds of Appeal

D4 submitted that the Judge had erred on the following grounds:

(1) By failing to consider whether the conditions specified by r.25(7)(1)(c) were satisfied against D2 before dealing with the Application under r.25(1)(e);

(2) In finding that the conditions in r.25.7(1)(e) were satisfied, as he should have concluded that if the matter went to Trial the Claimant would obtain Judgment for a substantial amount against D2, but that it could not be determined whether he would do so against D4 as well; and he had been wrong to conclude that D2 and D4 were insured in respect of the claim. He should have concluded that due to the fact that D2 and D4's insurers had reserved their rights, neither Defendant was insured in respect of the claim;



(3) As there was a substantial chance that the claim against it would fail and D4 would not be able to recover the payment because the Claimant was impecunious and the solicitors for D2's insurers had stated that there was a real prospect that D2 would not be indemnified in respect of the claim.

Decision

The appeal was dismissed.

(1) The Claimant had been entitled to bring the Application under r.25.7(1)(e) and to have it decided under that ground. The opening words of r.25.7(1) permitted the Court to make an Order for an interim payment "*where any of the following conditions are satisfied*" and the absence of any words requiring a sequential approach to be adopted.

(2) The case against D2 appeared to be strong, however the Judge had not been in a position, and had not been entitled, to conduct a mini Trial as to whether that was so. The most natural interpretation of the word "*which*" in the phrase "*but the Court cannot determine which*" in r.25.7(1)(e)(i) was that it referred to the several Defendants against at least one of which the Claimant would obtain Judgment. If the Court could not determine whether the Claimant would obtain Judgment against D2 alone or D2 and D4, then it could not determine which Defendants would become subject to Judgment and the requirements of the phrase were satisfied. Both D2 and D4 were insured in respect of the claim within the meaning of r.25.7(1)(e)(ii)(a). The word *"insured"* should not be interpreted as meaning *"indemnified"*. All the Court knew for sure was that both D4 and D2 had policies in place, despite the reservation of rights.

(3) The possibility that D2's insurers would not indemnify it if it were held liable was a material consideration and the Judge had considered it. The material before the Court about the insurer's reservation of rights was *"very thin"*. All the Court knew for sure was that both D4 and D2 had policies in place, despite the reservation of rights. There was no basis upon which to interfere with the Judge's exercise of discretion. The Court endorsed the guidance to r.25.7(1)(c) in *Revenue and Customs Commissioners v GKN Group [2012] EWCA Civ 57*, subject to the qualification that the rule did not require that the Judge had to be satisfied not only that the Claimant would obtain Judgment for a substantial amount of money from the Defendant at Trial, but also that the Judgment would result in the payment of the ordered interim payment.

RECENT CASE UPDATES

Occupiers' Liability - Trespassers - State of Mind

Ovu v London Underground Ltd
[2021] EWHC 2733 (QB)

The deceased, ('C'), died after falling down stairs forming part of an emergency exit route from the Defendant's ('D') underground station. C was intoxicated at the time of the accident. The emergency exit route comprised a series of staircases leading up from the public platform to a raised gantry and then down to a final emergency exit door onto the street.

To enter the emergency exit route, C had passed through some clearly marked emergency gates consisting of hinged barriers linked to a silent alarm at the station control centre. He had then gone through a wire gate, which opened outwards only, and gave entrance to the emergency staircases. C headed up the fire exit stairs, onto the gantry and descended to the final exit door. However, instead of exiting, C went back up to the gantry. There was one member of staff on duty in the control room. Whilst C was wandering in the emergency exit area, the staff member, alerted by the silent alarm that someone had exited the barriers, went and closed the wire gate. This meant that C's only exit was via the final emergency door. C was found the following morning at the foot of a set of stairs having suffered head injuries and from which he died.

There was an Inquest into C's death. The Coroner issued a Regulation 28 Report making recommendations to London Underground, which noted that there was a system of work in place to investigate and resolve situations where a member of the public had gone through exit barriers which was not followed as the member of staff who had closed the gate did not check the exit structure before closing the gate to see if there were people there. The Report raised concerns regarding the lack of clarity as to the procedure to follow where a lone member of staff was in charge of a station and a passenger appeared to have passed through the exit gates, and as to the difficulty of accessing CCTV images to replay them because they were operated by the Police and not the Defendant.

A claim for damages was brought on behalf of C under the Occupiers' Liability Acts and in negligence.

The issues for the Judge were:

(a) Was C a trespasser at the time of his death?

(b) Was a duty of care owed by D to C at the time of his death?; and insofar as necessary,

(c) What was the extent of that duty of care?

RECENT CASE UPDATES

C's case was that C was not a trespasser at the time of the accident because, although he had passed through the emergency barriers without consent, C had formed an intention to return to the platform and resume his journey home, but was prevented from doing so by D's actions in closing the wire gate. He had thus ceased to be a trespasser at the material time. D submitted that C was a trespasser and his state of mind could not change that.

C further submitted that irrespective of the trespass issue, a common law duty of care was owed to him as D's passenger. C alleged that it was D's own failure to follow its system of work that left C on the emergency exit structure and stairs where he fell to his death. D disputed this, asserting that the only duty of care owed was pursuant to the Occupiers' Liability Act 1984 which makes clear that the Act has effect in place of the rules of common law.

The Judge held that on the facts of this case, C was a trespasser at the time of his death. He was not a lawful visitor because he had exceeded the well signposted limits of his permission and there was nothing on the agreed facts to suggest that the signage or barriers were such as to mean that he could not be aware of the limits of his licence.

The Judge concluded that the 1984 Act does not replace the common law in respect of any injuries caused by negligence on the part of an occupier of land; it does so only in respect of 'occupancy duties' – i.e. negligence (by activity, omission or state of premises) which gives rise to a danger due to the state of the land itself. In principle, there is nothing to prevent, in an appropriate case, some duty of care at common law in parallel with the duties to trespassers under the 1984 Act for breaches of duties in relation to harms from matters not due to dangers arising from 'occupancy duties'.

In considering whether such a parallel duty was owed, it was necessary to have in mind what risk is being protected against. The harm which befell C was a blow to the head occasioned by the fall, and the risk which he encountered was the ordinary risk of using a staircase, a risk obvious to any adult especially after a few drinks. The extent of any duty of care in relation to the risk of a fall on the stairs was to ensure that, in accordance with the 1984 Act, the stairs did not present a particular danger in relation to their state in respect of dangers meeting the criteria in s.1(3) of the Act.

In this case, C slipped and fell on a standard staircase which had no particular defects or unusual dangers of condition. Nothing was being done on or to the staircase. There was no nexus between the closing of the wire gate and someone slipping and falling on the stairs. C was not 'trapped'; he could have exited via the final emergency door. On the facts of this case, there was no basis for a separate common law duty. Further, no duty was owed under the 1984 Act because the staircase did not pose a danger due to its state and the criteria under s.1 (3) of the Act were not met.

For further information on any of the above cases, please contact:

Amanda Evans at **amandae@dolmans.co.uk** or
Judith Blades at **judithb@dolmans.co.uk**

DOLMANS
SOLICITORS

DOLMANS

TRAINING OPPORTUNITIES

At Dolmans, we want to ensure that you are kept informed and up-to-date about any changes and developments in the law.

To assist you in this, we can offer a whole range of training seminars which are aimed at Local Authorities, their Brokers, Claims Handlers and Insurers.

All seminars will be tailored to make sure that they cover the points relevant to your needs.

Seminars we can offer include:

- Apportionment in HAVS cases
- Bullying, harassment, intimidation and victimisation in the workplace – personal injury claims
- Conditional Fee Agreements and costs issues
- Corporate manslaughter
- Data Protection
- Defending claims – the approach to risk management
- Display Screen Regulations – duties on employers
- Employers' liability update
- Employers' liability claims – investigation for managers and supervisors
- Flooding and drainage – duties and powers of landowners and Local Authorities for drainage under the Land Drainage Act 1991. Common law rights and duties of landowners in respect of drainage
- Flooding and drainage – duties and powers of Highway Authorities for drainage and flooding under the Highways Act 1980. Consideration of case law relating to the civil liabilities of the Highway Authority in respect of highway waters
- Highways training
- Housing disrepair claims
- Industrial disease for Defendants
- The Jackson Reforms (to include : costs budgeting; disclosure of funding arrangements; disclosure of medical records; non party costs orders; part 36/Calderbank offers; qualified one way costs shifting (QWOCS); strikeout/fundamental dishonesty/fraud; 10% increase in General Damages)
- Liability of Local Education Authority for accidents involving children
- Ministry of Justice reforms
- Pre-action protocol in relation to occupational disease claims – overview and tactics
- Public liability claims update

If you would like any further information in relation to any of our training seminars, or wish to have an informal chat regarding any of the above, please contact our Training Partner, **Melanie Standley** at **melanies@dolmans.co.uk**