

The Key

Corporate archaeology can be vital

Uninsured corporates can still fight back against claims.

With the Court of Appeal creating a black hole in the employers' liability market with its recent EL liability policy "trigger" judgment (see *Durham v BAI* 8 October 2010), there is now an increasing number of uninsured corporations facing the prospect of defending industrial disease claims. This can be daunting for boards of directors that have in the past enjoyed the luxury of knowing their in-house lawyers would simply refer any such legal action to the company's insurers and everything would be handled with little inconvenience to the board and its financial forecasting. But now, stripped of its insurance security blanket, how does the uninsured corporate deal with law suits brought against it?



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Thankfully for the new uninsured corporates on the block, there are some well-tried defence strategies to combat these potentially expensive claims and protect valuable cashflow. The success of these strategies largely rests on the historical information that can be recovered from corporate records. We look at the three main defences below.

Wrong company defence

This is the best and most effective weapon as it uses a corporation's historical structure to defeat the lazy claimant who simply plucks a name from Companies House without doing any proper homework. As some readers will know, it was standard practice during the 1970s and 1980s for large plcs, conglomerates and

multinational organisations simply to recycle company names. However, what might be one accountant's headache is an industrial disease lawyer's dream, as a fair number of claimants trace a company by its name (which may have been reused several times over the preceding 40 years) rather than by the all-important company number.

The defence that the claimant is suing the wrong company can readily be run by the business's in-house team so that frivolous, poorly constituted, and try-on claims can be rebuffed from source without incurring hefty legal bills. In order to carry off a wrong company defence successfully, it is vital to know the company's corporate structure, historical name changes and, of



course, whether that entity is still in existence. It is a very happy moment for a corporation when a claim against it can be redirected against a defunct company.

Business activities defence

This defence is useful when the claimant does manage to track down the right defendant entity. At that point, it is often a good idea for the company's advisers to drill down into the historical commercial activities of the business by reference to its books of accounts, directors' statements, projects and any other paperwork or potential witnesses that can be produced to show what a particular subsidiary was doing at any one given time. The question is then: how does that fit in with what the claimant alleges?

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For example, a claimant alleges he was working for an uninsured corporate at a particular power station. However, a lengthy investigation into the power station, its books of account and project records reveal that, while the subsidiary identified by the claimant did supply certain boilers to the power station, it never employed people outside its factory site many miles away, from where it floated the boilers down river on a barge to the power station, where they were then installed by someone else. On other

occasions, the alleged defendant was (at the relevant time) working in a consortium with another entity. While this fact may not absolve the uninsured corporate of liability entirely, there is at least someone else to bring in to share the burden. Of course, this type of evidence may be hard to find but the outcome can be well worth the effort.

Transfer of liabilities

This is the broadsword in the uninsured corporate's armoury. Although difficult to wield – and with the potential to harm the person wielding it – this weapon (if used correctly) can be extremely effective. The starting point is the simple premise that, for most plcs, the parent company is not automatically liable for its subsidiaries. Consequently, if a subsidiary becomes insolvent or is wound up, it does not automatically follow that the parent company will pick up the subsidiary's responsibilities, despite what a claimant may allege. Sometimes, there is clear proof of this non-liability in either the parent company's or the subsidiary's books of account in the year that the subsidiary was formed. If such proof is not available, however, then the company's advisers may have the difficult task of constructing a case based on evidence of the company's philosophy and business practices.

Another version of the transfer of liabilities defence is where a particular defendant entity is sold following the period of the claimant's employment. Who then is legally answerable liable to the claimant, given that liability for historical employees does not always transfer to the new company? A key difficulty for a corporate here is that historical information is often scarce and even if it does manage to unearth that vital sale and purchase agreement, the discovery may turn out

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to a disappointment because the agreement does not prove that liabilities were actually transferred to another entity. Indeed, there is every possibility that either the company retained its liabilities (indemnified against future claims) or transferred them out of the subsidiary and back into the parent company, which is still alive today, even though the subsidiary was wound up 20 years ago.

Another frustrating element is that while historical statements often reveal the directors gloating about fantastic sales, there is frequently little mention of what happened to the liabilities for the employees at the time. In these circumstances, it can be a good idea to apply for pre-action disclosure – under the pretext of a Civil Procedure Rules, Part 20 claim – against the entity thought to be the holder of liabilities, and then to expand the search from there. There is, of course, a costs risk associated with making such an application, especially if it is fiercely contested. However, many corporations are willing to spend the money in order to protect themselves better in the long run. Recently, we persuaded a historical consortium partner to overturn its prized merger agreement, thus absolving it of liability for employees after a certain point in time.

Digging up the past

For the in-house adviser of an uninsured company facing a claim, the central message is that it is time to become a corporate archaeologist and uncover everything there is to know about the company's history and structure (or, at least, know where to find it). It then becomes possible not only to defend industrial disease claims successfully by reference to the company's corporate history and past business activities but also to use such information to make provision for the future.

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Lipstick liability

An overview of cosmetic products regulation.

From the metrosexual male grooming market through to halal cosmetics and organic “green and clean” make-up, the cosmetics industry is constantly expanding. In 2009, the European market in the sector was worth approximately EUR69.5bn which represented almost one-third of the global market (see the European Cosmetics and Toiletries Market in 2009).

This article looks at the key regulations covering cosmetic manufacturers and their insurers.

Current regime

The main set of rules is set out in the Cosmetics Regulations 2008 – whose full title is the Cosmetic Products (Safety) Regulations 2008 – and their main aim is to safeguard public health. The regulations implement the 1976 Cosmetics Directive.

What is a cosmetic product?

Under the Cosmetics Regulations 2008, a “cosmetic product” is defined as any substance or preparation intended to be placed in contact with the various external parts of the human body, or with the teeth and the mucous membranes of the oral cavity, with a view exclusively or mainly to cleaning them, perfuming them, changing their appearance, correcting body odours, protecting them or keeping them in good condition.

If there is any chance that the product is a chemical substance or micro-organism (i.e. a biocide), the Health and Safety Executive should be consulted. If there is any possible crossover with a medical device or medical product, then the MHRA (the medicines and healthcare products regulatory agency) should be asked for advice.

Borderline products

Many products (such as Botox, for example) are on the borderline between medicines and cosmetics. Medicinal products cannot be placed on the UK market without a marketing authorisation or product licence.

A product must be safe both under normal and also reasonably foreseeable conditions of use.

Regulatory obligations

The Cosmetics Regulations 2008 impose a number of obligations:

- **A general safety requirement.** A product must be safe both under normal and also reasonably foreseeable conditions of use. For example, if a hair shampoo carries a warning “Rinse eyes immediately if product comes into contact with them” and the consumer chooses to ignore this cautionary advice, then the manufacturer cannot be held liable.



- However, if the product is so strong that it severely damages the consumer’s eyes, then the manufacturer probably will be regarded as at fault.
- **Restrictions.** There are detailed restrictions on the ingredients and composition of cosmetic products. These are set out in Schedules 3 to 7 of the regulations.

- **Animal testing ban.** When testing finished cosmetic products or their ingredients to make sure they comply with the Cosmetics Directive, the tests must not be conducted on animals. This prohibition has been in force since 11 September 2004.

The main aims of the new rules are to simplify the procedures while strengthening certain elements of the regulatory framework.

- **Specific labelling requirements.** The regulations require all cosmetic products to be marked with a list of ingredients; the name and address of the manufacturer or supplier; the product's country of origin; a best-before date; any necessary warnings or precautionary information; a batch number; (where appropriate) a description of what the product actually does; and a declared quantity of weight. In addition, all lettering on the packaging should be visible and easily legible.
- **Notification requirements.** Where a product is manufactured in the UK, the responsible person must notify the secretary of state (A "responsible person" includes the manufacturer, the manufacturer's agent or the person to whose order the product is manufactured). Responsible persons must notify the type of product supplied according to the following list: perfumes; decorative cosmetics; skin care; hair care; and toiletries.

Penalties for breach

Failure to comply with the regulations will result in a summary conviction and a fine not exceeding £5,000, imprisonment for up to six months, or both.

Other regulations

The General Product Safety Regulations 2005 – which impose a general obligation to place only

safe products in the market – apply to the Cosmetics Regulations. The 2005 rules also cover risks not protected by the Cosmetics Regulations.

However, the current regime is unduly complicated. There are almost 50 amendments to the Cosmetics Directive, a lack of coherent terminology and 27 different enacting national provisions. As a result, compliance by the industry is more onerous and costly than necessary.

Future regime

The new EU cosmetic products rules – the Cosmetic Products Regulation 2009 (EC Regulation No 1223/2009) – were adopted on 30 November 2009. It will take full effect from July 2013 but parts of the new regime will be phased in ahead of this date.

The main aims of the new rules are to simplify the procedures while strengthening certain elements of the regulatory framework. The most important changes implemented by Cosmetic Products Regulation 2009 are as follows:

- It replaces the Cosmetic Directive and will be immediately enforceable as law in all EU member states simultaneously. It will therefore negate the requirements of national law in each EU member state.
- It strengthens market control. The new regulation creates a single EU-wide register for cosmetic products and improves the co-operation between market surveillance authorities. This includes an EU-wide compulsory notification system of cosmetic products.
- There will be compulsory labelling and safety assessment of nanomaterials. There is already widespread use of nanomaterials in cosmetics

such as sunscreens, toothpaste, face creams and various other care products. Once the Cosmetic Products Regulation 2009 is in force, there will be (for the first time ever) European legislation that tackles the issue of nanoparticles and establishes a safety assessment procedure for all products containing them. If a risk to human health is established, then the product in question will be banned.

- There will be common criteria for product liability claims involving cosmetics.
- Stricter rules will be introduced for substances which are carcinogenic, mutagenic or toxic for reproduction. Such substances will be forbidden in cosmetics, subject to certain exceptions that will be governed by strict controls.
- The ban on animal testing of finished cosmetic products will remain unchanged.
- A new symbol will be introduced to indicate the durability of products that have a shelf life of less than 30 months.
- Product manufacture must comply with good manufacturing practice (GMP). Although this was the preferred standard in the earlier regulations, it will be a requirement in future. Currently, if there is no established GMP, the manufacturer must supply details of the procedures and equipment used.

Implications for the future

Cosmetic manufacturers and their insurers need to keep a beady eye on these regulatory changes so as to ensure compliance and to minimise the risk of very expensive 'lipstick-liability' type of litigation, as well as a blemished reputation.

Furthermore, while nanotechnology will certainly continue to be used in makeup products, its long-

term effects remain unknown. Given the regular use of cosmetics and the likely absorption of nanoparticles through the skin, inhalation, oral ingestion or contact with the eyes, cosmetic manufacturers and their insurers would be wise to keep an eye on this area as well.

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“Who’s to say who’s an expert?” Part 4

Paul Newman (1925-2008)

In The Key (September 2010), we looked at how Belgian court experts work. In this issue, we focus on Italy.

When can expert evidence be used?

The court can ask for an expert’s assistance either in cases that raise technical issues or in order to carry out an investigation that requires specialised knowledge or experience.

The appointment of the CTU is usually made at the examination stage of a case, but it may be ordered later, if the circumstances demand.

Under *article 61 of the Codice della Procedura Civile (CPC)*, the judge can (where necessary) ask for the help of one or more technical advisers either to carry out a single task or for the whole investigation.

How is the expert appointed?

Article 191 CPC enables the court to appoint an expert – *consulente tecnico d’ufficio (CTU)*. As in other European jurisdictions, the expert can be appointed on either the court’s initiative or the parties’ application.

The appointment of the CTU is usually made at

the examination stage of a case, but it may be ordered later, if the circumstances demand.

Article 696 CPC allows an appointment *in urgenza* (ie before the commencement of the substantive action) to ascertain the state of a location or the quality/condition of an object by technical assessment or court inspection. The application normally involves potential defendants to a substantive action. The CTU’s task can include assessing possible causes of loss or its potential quantum.

The CTU is usually chosen from those registered on special lists by the different courts throughout Italy (see *article 61 CPC*). The actual choice is at the judge’s exclusive discretion. The judge does not have to choose a registered CTU, provided they have the particular technical competence required and the parties do not object.

The judge normally appoints a single CTU but may appoint more if there is a serious need or if the law otherwise specifically allows it.

CTUs chosen from a court list are obliged to accept the appointment, unless they have good reasons for turning it down. The court fixes a date for the expert to appear before it. If they do have a reason to decline the appointment, the expert must apply to the examining judge at least three days before the hearing. The judge’s decision cannot be appealed.

At this hearing, the judge explains the CTU’s task. The CTU swears to carry out the investigation properly and faithfully, with the sole purpose of making the judge aware of the truth.

How does the expert carry out their function?

A CTU carries out a purely technical assessment of a case where the judge does not have the necessary technical competence. A CTU does not comment on (or interpret) current legal standards – unless he or she is acting as a legal expert on ancient, customary or foreign law – regulations or experience, as these issues are within the judge’s discretion.

The court lists the issues that it wants the CTU to address, based on the contents of the parties’ pleadings and the submissions of their lawyers.

The CTU is then left to organise the investigation. This normally involves:

- an evaluation of the evidence adduced by the parties;
- the interrogation of the parties and third-party witnesses;
- the inspection of places and objects; and
- the preparation of calculations (provided this falls within the court’s terms of reference).

The CTU can obtain information and ascertain the facts which are inadmissible in the legal proceedings, if they are related to the facts and

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circumstances that are the subject of the investigation and are necessary for completion of the CTU’s task.

During this process, the parties or the judge may attend any meeting which the CTU calls and ask for clarification on specific matters arising from the investigation. This ensures compliance with the principle of the *contraddittorio* (broadly speaking, the right to a fair hearing). The parties and the judge must be notified of the start of the investigation and involved in any steps taken in it. Otherwise, the investigation will be null and void.

The court can ask the CTU to attend the judge’s chambers to give their opinion orally or to clarify points. The court will prepare minutes of this meeting.

As part of the principle of *collaborazione* (ie assisting the court), the parties may instruct their own expert consultants – *consulente tecnico di parte (CTP)* – to help establish the facts of the case. A CTP’s status is equivalent to that of a lawyer, at least within the scope of their function.

HIS EXPERT KNOWLEDGE
GOES BACK A LONG WAY



The CTP shadows the CTU's investigation and attends all court hearings. If the judge summons the CTU to a meeting in chambers – for instance, to clarify or develop issues or observations – he or she may (following the *contradittorio* principle) allow the CTP to attend so that they can make observations on their client's behalf. During or at the end of the CTU's investigation, the CTP can submit their own reports, which are then placed on the court file. The CTP's observations may be taken into consideration:

- by the CTU, when finalising their report; and
- by the judge, when reaching a final decision.

The CTP's report has no independent evidential value. It has only the status of defence arguments or (if accompanied by a sworn statement) circumstantial or witness evidence. Therefore, any admission by the CTP cannot adversely affect their client's case. Only the parties can make binding admissions.

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On completion of the investigation within the period fixed by the judge, the CTU files a report at court, attaching the parties' observations or claims during the course of the investigation. Failure to do so renders the report null and void.

The court can:

- accept the CTU's conclusions and give judgment based on the findings (which happens in most cases);
- summon the CTU to attend the judge's chambers to clarify issues arising from the report;
- require the CTU to carry out further inquiries if there are issues to be sorted out before the case can be resolved;
- disregard the CTU's conclusions; or
- appoint a new expert to carry out a further investigation.

If a settlement is reached, a report is drafted recording that fact. It is then signed by the parties and the expert. Once filed at court, the judge makes an order rendering the settlement enforceable.

If the court takes the last-mentioned course of action, the judge must give reasons for the decision. For example, the original CTU:

- failed to comply with the terms of reference;
- was prevented by some insuperable obstacle from completing the investigation; or
- committed a serious fault when carrying out the investigation.

If the case requires a CTU to inspect accounting documents and records, the court can instruct the expert to promote settlement between the parties. The CTU will subsequently hear the parties to see if a settlement can be achieved. With their

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prior agreement, the CTU can call for documents which have not been disclosed in the proceedings. Any documents obtained without their agreement and subsequently referred to in the CTU's report will render the investigation null and void.

If a settlement is reached, a report is drafted recording that fact. It is then signed by the parties and the expert. Once filed at court, the judge makes an order rendering the settlement enforceable. The document's status is that of a private document between the parties.

If a settlement is not reached, the CTU will file a report, including the parties' statements regarding the settlement negotiations. The CTU can take these into account when coming to a decision.

The CTU's power to broker a settlement is limited to this specific type of case.

How can the expert be challenged?

The parties can challenge the CTU by an application made at least three days before the CTU's appearance in front of the judge. They can do so if the CTU:

- has an interest in the present case or in another one raising an identical legal issue;

- is (or has a spouse or partner who is) closely related to – or is a habitual guest of – one of the parties or their lawyer;
- has (or has a spouse or partner who has) a pending claim against – or serious hostility towards – one of the parties or their lawyer;
- has given advice, acted as a witness/CTP, or sat as a judge/arbitrator in other proceedings relating to the subject matter of the dispute;
- is a guardian, trustee, administrator or an attorney – or has a similar type of relationship – with a corporate entity that has an interest in the case.

They can also mount a challenge if there are serious reasons why the CTU's appointment causes difficulty or is in some way incompatible with another position that they hold.

As the expert must be completely independent, the grounds for challenging their appointment will focus on situations where the CTU's impartiality may be in doubt.

How is the expert remunerated?

The CTU's remuneration can be fixed, variable or assessed at an hourly rate.

Fixed and variable fees are determined by reference to scale fees based on professional rates for the type of work undertaken. These are approved by the Italian president in conjunction with the justice and economics ministers.

The scale fee may be subject to variation of up to 20% in any particular case, depending on:

- the difficulty of the investigation;
- the degree to which the investigation is completed;

- the price of the work undertaken; and
- the urgency of the task.

The scale fee is applied to work that is of a similar type to that covered by the scales. If the work is not of a similar type, it will be paid for at hourly (or pro rata) rates. These rates are set by statute and are subject to increases of up to 50%, depending on the length of time involved. In cases raising particularly important or complex issues, the court can double the rate.

The fee is assessed by the judge and is normally paid by the losing party.

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The Evolution of Eeles.

It has been nearly two years since the judgment of *Eeles v Cobham Hire Services Ltd 2009* was handed down by the Court of Appeal in respect of guidance on interim payment applications. This case and its guidance has had a large effect on the way that these applications are dealt with by the courts but it also appears to have added a modicum of common sense to the principles governing interim payments in the post PPO landscape.

When deciding whether an interim payment should be made, the court has to consider what is likely to be awarded at trial and set an amount for an interim payment accordingly. The *Eeles* case gave thorough guidance on what a judge needs to consider in interim payment applications.

Eeles

The Claimant's mother and litigation friend sought an interim payment of £1.2 million to purchase and refurbish a property. The judge at first instance concluded that the full value of the claim was likely to be around £3.5 million and that the interim payment sought (coupled with earlier interims totalling £450,000) could not be said to exceed a reasonable proportion of the likely value of the claim. He ordered the interim payment sought. On appeal the Court of Appeal overturned the judgment and in doing so also provided helpful guidance on the approach that

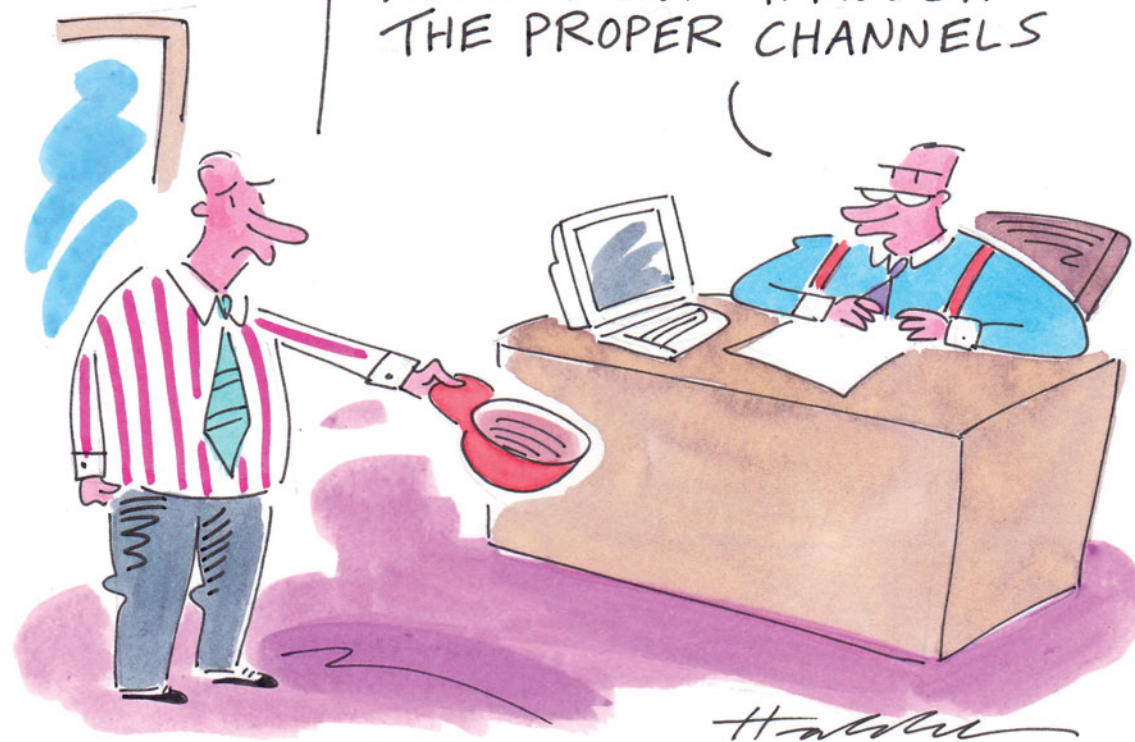
should be employed in substantial cases where a PPO settlement is very likely to be the best way to settle the claim for both parties.

The guidance in Eeles.

The Court of Appeal gave the following guidance:

- Assess the likely amount of the final judgment leaving out of account the heads of future loss which the trial judge might wish to deal

YOU'LL HAVE TO MAKE YOUR INTERIM PAYMENT APPLICATION THROUGH THE PROPER CHANNELS



with by PPO. That will amount to damages for PSLA, past loss, interest, and, normally, the accommodation claim. This assessment must be carried out on a conservative basis.

- The court is then entitled to award a reasonable proportion (which may be a high proportion) of that amount as an interim payment.
- If the judge can predict that the trial judge will wish to award a larger capital sum than that covered by general and special damages,

interest and accommodation costs alone he may then, and only then, include additional elements of the claim as part of that capitalised sum.

- The judge will only be able to make that prediction if he has been satisfied by evidence that there is a real need for the interim payment requested.
- If the need for the interim payment is to buy a house the judge does not need to decide

In practice, such applications now require particularisation of the relevant heads of damage, consideration of the claimant's personal circumstances and needs, and some examination of the suitability of periodical payments.

whether the particular house proposed is suitable, that is a matter for the Court of Protection in cases where they are involved, but the judge must not make an interim payment order without first deciding whether expenditure of approximately the amount he proposes to award is reasonably necessary and he must be satisfied of that to a high degree of confidence.

- f. Only when satisfied by evidence and to a high degree of confidence that there is an immediate need for a capital sum that exceeds a **reasonable proportion** of the general damages, special damages, interest and capitalised accommodation costs will the judge be entitled to make the interim payment sought.

The general approach in practice

The *Eeles* criteria have been refined as follows by later cases:

- The past losses should be assessed as at the future trial date, not just up to the present date of the application. *Harris v Roy* [2010]
- A reasonable proportion of the conservative assessment has generally been fixed at a high proportion; typically about 75% to 80% and up to as much as 92%. *Darren Best v Damian John Smith* [2010].

- Future accommodation has been excluded from the analysis where there was a genuine dispute over home versus residential care, and where the case was close to trial and the trial judge would be resolving this soon. *Jessica Brown v Liam Emery* [2010].
- A higher interim payment has been awarded where the court was persuaded that periodical payments were unsuitable due to high contributory negligence, or to variable future care requiring the flexibility of a lump sum, or where the claimant's strong preference was for a lump sum. *Preston v Electrical Factors* [2009].
- A lower interim payment has been awarded where the court was persuaded that periodical payments offered greater security due to low investment returns from a lump sum. *Johnson v Compton-Cooke* [2009].

Conclusion

The *Eeles* criteria have arguably set a higher threshold test for claimants seeking large interim payments. In practice, such applications now require particularisation of the relevant heads of damage, consideration of the claimant's personal circumstances and needs, and some examination of the suitability of periodical payments. The various control measures have placed the parties on a more equal footing, although properly prepared and deserving cases should still qualify.

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Cost reform group: Driving change

The Government continues its review of civil justice reform. A new consultation paper was published on 15 November, seeking views on Lord Justice Jackson's recommendations that CFA success fees and ATE insurance premiums should cease to be recoverable from the losing party and contingency fees (or "damages-based agreements") should be permitted. The consultation addresses the proposed measures tied to the recommendations surrounding recoverability; which include an increase of 10% in general damages in some cases (including personal injury cases) and a cap on success fees. The consultation also seeks views on other costs issues, including proposed reforms to the Part 36 offer regime.

Going forward, the focus group aims to collectively draft a response to the consultation paper.

Having taken soundings from our clients on the issues that are most pressing, the question of disproportionality between damages and costs was a consistent concern. Therefore, Kennedys has created a focus group with the aim of engaging with the Government on the issue of cost reform, given its relevance to the industries that affect our clients. As an important part of this process, the focus group met with Jackson LJ on 22 November 2010, which was an interesting and informative event. Going forward, the focus group aims to collectively draft a response to the consultation paper. As the group represents different sectors of those in the litigation arena (including representatives

The focus group recognise that some elements of LJ Jackson's proposals will increase claim costs on the part of defendants. However, the group do not want to "cherry pick" various aspects of the report but endorse it wholesale.

of consumer organisations and those in the voluntary sector), the output of the focus group should lend weight to our submissions.

Some of the key points (in support of Jackson LJ) that we wish to address in our response to Government include:

- Statistical evidence together with anecdotal evidence on the issue of disproportionality between damages and costs. Access to justice includes Defendants interests as recognised by LJ Jackson. The impact on the public sector and voluntary organisations cannot be underplayed. This is of course particularly pertinent in this current climate of cut backs in funding by government.
- Commentary on how in practise the proposed changes to Part 36 offers will work – are we moving to more detailed Part 36 offers setting out the breakdown between general and special damages?
- Reviewing the proposals for qualified one way cost shifting and assessing which types of claim could or should be excluded.
- Although there will be some cost to the MOJ in implementing Jackson, those costs will be largely transitional/one-off (IT support etc). Such costs should not preclude any reforms.

The focus group recognise that some elements of LJ Jackson's proposals will increase claim costs on the part of defendants. However, the group do not want to "cherry pick" various aspects of the report but endorse it wholesale. Whilst Kennedys will facilitate the production of the response to the consultation paper it must be stressed it will be lead by the collective views of the focus group.

We are being assisted in our approaches to Government by Cicero Consulting (a financial services public policy consultancy). Cicero and Kennedys will embark on a process of engagement with parliamentarians and officials in order to gain an enhanced understanding of the issues surrounding the implementation of the recommendations set out in the Jackson Review. We already have a number of MPs lined up as potential supporters and we will explore this further with regard to them facilitating our dialogue with ministers. The very fact that we have tested our views with Sir Rupert will make that discussion much more fruitful.

Kennedys welcomes your involvement with the focus group. If you would like to provide your views on this subject, or would like to find out more about the focus group, please contact Tracy Head. The consultation period is until 14 February 2011.

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