

Part 36 and Cost Consequence



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CPR 36.1(1)

Part 36 is a self contained code.

This codifies *Gibbon v Manchester City Council (2010)*.

So you can forget about offer and acceptance (almost).

And beware of older cases – Part 36 was overhauled with effect from 6 April 2015.

CPR is intended to promote settlement.

It therefore is, and is intended to be;
a) easy to operate, and
b) (potentially) draconian in effect.

Formal requirements of CPR 36.5
CPR 36PD and Form N242A.
“Relevant period”

Clarifying a Part 36 offer – CPR 36.8 WHAT not WHY.

Time for acceptance.

Ideally, within the “relevant period”
(usually set by the offeror at 21 days)

But CPR 36.11 confirms an offer can be accepted
at any time, unless it has been withdrawn (and
subject to exceptions in CPR 36.11.

- Split Trials – need especial care.
- CPR 36.16(3)(d) has reversed *Beasley v Alexander*

Withdrawal and change.
CPR 36.9 and 36.10.

NEVER withdraw an offer unless you really want to withdraw it (i.e. because you no longer wish to settle on those terms).

CONSEQUENCES AT TRIAL OF A PART 36 (1)

Claimant gets less than Defendant's offer.
CPR 36.17(3). Costs consequences.

CONSEQUENCES OF PART 36 AT TRIAL (2)

Claimant gets more than his offer
CPR 36.17(4)

ACCEPTANCE AND LATE ACCEPTANCE

CPR 36.13(4) and (5)

“Unjust to do so”. 36.13(6) refers to 36.17(5)

Court must apply consequences unless it considers “unjust to do so”. CPR 36.17(3) and (4).

Guidance in CPR 36.17(5).

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