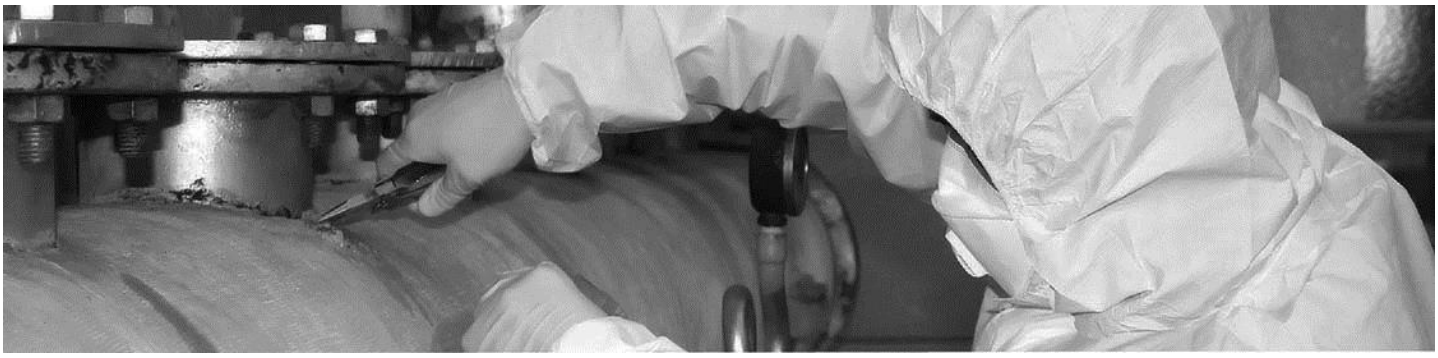
BENTLEYS

PERSONAL INJURY

18.09.14

IN THIS ISSUE

- Mesothelioma Act 2014 update
- The Maritime Labour Convention 2006: one year on and is the pressure building for PSC?
- Part 36 offers: pitfalls for defendants
- Recent personal injury cases / incidents / regulatory developments and prosecutions



Mesothelioma Act 2014 update

In the March edition of this Update (*click here to view*) we discussed the coming into force of the Mesothelioma Act 2014 and the compensation package that would be available to those eligible under the Act, i.e. individuals who could demonstrate that they developed mesothelioma due to negligent exposure at work, but who could not trace an employer/employer's liability ("EL") policy for the period in which they contracted the disease.

This has now been implemented by the Diffuse Mesothelioma Payment Scheme Regulations 2014 (S.I. 2014/916) ("the Regulations"), which commenced on 1 July 2014. Under Table 1 of these fixed awards, made on a sliding scale according to the age of the claimant at diagnosis, an eligible 70 year old could apply for a compensation award of £120,951. This was in Schedule 4 of the Regulations referred to above.

However, the awards have since increased by around £8,000 for each age group and are reflected in The Diffuse Mesothelioma Payment Scheme (Amendment) Regulations 2014 (*click here to view*). Therefore, if successful in their application, the compensation award now available to a 70 year old individual has risen to £128,548. In short, the younger the applicant the higher the potential sum awarded with a maximum of £216,896 for a successful applicant who is aged 40 years or under.

We understand that the amounts in the Table include a sum of £7,000 for a contribution towards legal fees. This is stated on the Government website which runs the payment scheme (*click here to view*) and seems to demonstrate the intention of Government to fund legal fees up to this sum. However, this is not clearly stated in either the initial Regulations or those now amended.

As noted above, the scheme is there to assist those who cannot trace their previous negligent employer or the relevant insurer, but what if the employer/insurer is then located once a payment has been made? The Government website (run by Gallagher Bassett as administrator) notes in the *"Questions and Answers"* tab that if this should happen, the sum already paid under the scheme to the applicant must be deducted by the compensator from the amount awarded and repaid to the Diffuse Mesothelioma Payment Scheme. It is not yet clear how this will be dealt with in practice, or how potential double-recovery will be detected or prevented.

Comment

It will be difficult to assess the impact of the scheme from a defendant's point of view until it has been running for a little while. How many claims which would previously have been handled by a solicitor (and eventually notified to a defendant/P&I Club) may now go through the scheme with no legal representation? For example, a potentially eligible claimant who may have gone directly to a solicitor for advice in the past might instead make their own basic enquiries as to the existence of a previous employer (guided by the Government website). Presumably they would then complete the application form to make a claim if they cannot locate an existing employer/employers' liability policy. If they can locate the employer/policy they will then not be eligible for the scheme, will instruct solicitors and the case will continue as usual.

Those administrating the scheme (and who decide whether a claim is to be successful) will carry out their own checks on locating an untraced employer/insurer. However, as this scheme develops, defendant solicitors, insurers/P&I Clubs may see a temporary drop in mesothelioma cases as claims that their clients/members would have previously faced are re-directed into the scheme, at least initially.

Thereafter, unless the proposal to abolish the success fee and After-the-Event insurance premium ("ATE") for mesothelioma claims goes ahead, there is no reason why a claimant should not seek a solicitor's advice in the first instance, even if that advice ultimately points them in the direction of the scheme and the Government contribution to any legal costs.

We can only speculate at this stage but will keep you updated on future developments regarding this Act.

In our next update we will also let you know the outcome of the judicial review regarding the potential abolition of recoverability of success fees and ATE premium for mesothelioma cases which was heard at the end of July 2014. The judgment on this is currently due to be handed down on 2 October 2014.

The Maritime Labour Convention 2006: one year on and is the pressure building for PSC?

Current ratifications to the Convention by Member States: 64 countries

List of country ratifications

The MLC 2006 has been in force for just over a year now, since August 2013. The International Labour Organisation ("ILO") is celebrating the Convention's anniversary and noting improving conditions for seafarers. It came into force in the UK on 7 August 2014.

In our March Update (*click here to view*) we reported on some of the international detentions that had taken place as a result of non-compliance with the MLC. Many were as a result of seafarers' complaints about their living conditions and unpaid wages. Bodies such as the International Transport Workers' Federation ("ITF") then followed these up with Port State Control ("PSC").

Apart from the inspections on vessels where irresponsible owners were failing to provide good working and living standards for their crews, there was also concern amongst responsible owners that inspections/detentions were taking place when, previously, the vessel would not have been inspected by PSC. Vessels were detained for allegations of non-compliant wage payments where owners confirmed that collective bargaining agreements were in place and discussions had taken place with the ITF in this respect (e.g. Canada's detention of "LIA M" and "HYDRA WARRIOR").

So, are things settling down a year on? It is clear that failings by some owners to address seafarers' welfare no longer go unnoticed. It is beneficial for the whole industry that those whose standards are inadequate should face consequences in line with the Convention. We discussed the example in March of the extensive cargo hold rusting and shattered deck railings found on Panamanian flagged "DONALD DUCKLING" which was in Tyneside for months, before being recently sold. She was abandoned by her owners and crew's wages were unpaid.

The ILO advocated a "pragmatic" approach to enforcement of the MLC by PSC from the start of this process. However, we note from reports of the circumstances of some detentions that this may not be happening in practice. We thought it might be of interest to hear about the other side of an incident in a recent, high-profile case where owners have been heavily criticised by a PSC.

Some of you may have read about the three month ban of container vessel "VEGA AURIGA" by the Australia Maritime Safety Authority ("AMSA") last month. Its German owners, Vega-Reederei GmbH & Co. KG ("Vega") faced criticism in the press release dated 27 August 2014 (*click here to view*) which referred to *"repeated concerns for welfare of the crew including, improper payment of wages, inadequate living and working conditions and inadequate maintenance resulting in an unseaworthy and substandard vessel"*.

Having left Australia, a subsequent PSC inspection of the vessel in New Zealand was preceded by the local MP in Tauranga referring to the Australian ban and then comparing the situation with the RENA casualty. He spoke of the repeated detentions in that case too, adding *"and we have seen the results of that"* (Tradewinds 5/9/14). Owners consider this comparison extremely unfair and have provided us with their comments. We thought our readers may be interested in what the management of Vega have to say below:

- As a family company, Vega do not underestimate the importance of the MLC, nor how it can improve the lives of seafarers. All their crew (100% Filipino), regardless of rank, have the right and the opportunity to raise concerns at any time to owners or to the flag state. This was in place before the implementation of the MLC.
- They highlight a close relationship with crewmembers and note repeatedly that they have gone beyond the other requirements of the MLC, not just adhering to minimum standards. This is why the actions of AMSA and comments in New Zealand have been so keenly felt.
- In terms of the incident, the vessel was subject to an initial inspection, a normal feature of trading in Australian ports. PSC raised valid defects which were rectified. Vega takes no issue with this. However, a second inspection seemed to be a fault-finding mission. Cosmetic 'defects' were seized on which do not usually justify detention (e.g. bottled water not kept in a separate room and coaming on fridges which needed to be replaced).
- Subsequent discussions with their class and flag state concluded that none justified a detention of the vessel, nor did they affect its seaworthiness at any time. They consider that AMSA's actions had little to do with the enforcement of the MLC to protect seafarers' rights.
- Vega does not dispute any of the defects found on board, but they dispute the significance attached by

AMSA to those defects. Following the inspections, they offered transparency to AMSA regarding any backlogs (which many owners faced recently in difficult financial years) but offers to discuss the defects further were *"simply ignored"*.

- As some of you will have read in the Tradewinds article noted above, AMSA also criticised the way the crew were paid. Vega disagrees, noting that they pay higher than minimum wages. In addition, they involve the crew, the Philippine Overseas Employment Administration ("POEA") and ITF in any discussions regarding wage arrangements.

- They have received no complaints from their crew regarding any of the deficiencies raised by AMSA, nor has the flag state (Liberia). Neither has their crew management company in Manila established in 2006 solely for recruiting crew for Vega.

It was anticipated that implementation of the MLC during the first few years could lead to controversy. However, the case above demonstrates that even in high-profile cases, there are often two sides to an incident.

We will continue to follow how the MLC is being implemented in the future and report in further updates.

If you would like to read Vega's full statement please *click here*.

Part 36 offers: pitfalls for defendants

A shrewdly judged Part 36 offer is one of the most important weapons in a defendant's armoury when faced with a claim. It can prompt a speedy resolution of the matter, or provide costs protection at trial.

However, more than most parts of the CPR, Part 36 contains traps for the unwary. In this article barrister, Peter Houghton of Crown Office Chambers provides an overview of some of the most common problems that defendants face. These are encountered when making an offer that complies or, crucially, one that is meant to, but does not comply with Part 36.

For our purposes, the most important parts of Section I of the Rule are 36.1, 36.2 and 36.3 which appear that the end of this article.

Rejecting and withdrawing offers

Imagine this scenario:

> *The defendant makes a Part 36 offer to settle the claimant's claim for £25,000. The claimant rejects the offer. The defendant's position improves with exchange of witness statements and expert evidence such that £25,000 would represent significant overcompensation. Six months later the claimant serves a notice of acceptance.*

Whilst first instincts might suggest that the claimant cannot do this and that his rejection of the Part 36 offer has made it incapable of acceptance, in the absence of the defendant serving written notice of withdrawal the claimant is perfectly entitled to accept late in this fashion, despite his previous rejection: see *Gibbon v. Manchester City Council [2010] EWCA Civ 726*. Although general contractual principles would hold that a rejection 'kills' an offer so that it can no longer be accepted thereafter, Part 36 is a *"self-contained code"* not subject to all of the general law of contract.

Multiple Part 36 offers

Take the scenario above but with a twist. After lay and expert evidence has been served, the defendant makes a further, lower Part 36 offer of £15,000. Is the effect of that to put the original £25,000 offer beyond acceptance?

Again, as explained in Gibbon, the answer is 'no': if the £25,000 offer has not been withdrawn by the defendant at any point since it was made then it remains open for acceptance.

Global offers

Let us take another scenario:

> *The defendant is faced with a relatively low value claim (say £10,000) in which costs are escalating rapidly and becoming disproportionate (more than £40,000). Can it make a Part 36 offer of, say, £30,000 inclusive of costs?*

This is not possible: see *Mitchell v. James [2002] EWCA Civ 997*. There is nothing to stop a party making a global (i.e. costs inclusive) offer at any stage. However, that offer cannot be made pursuant to Part 36. (In any event, it is questionable how much costs protection that kind of offer can provide in most cases, since the trial judge will usually not be in a position straight after trial to determine whether it has been beaten.)

Formal requirements

As set out below, rule 36.2(2)(a)-(e) sets out five formal requirements for any offer if it is to be made as a Part 36 offer.

Consider this situation:

> *You act for a defendant, having taken over the file from a colleague. On reviewing the file you notice that your colleague made an offer to settle some time ago. However, setting it against CPR 36.2 that offer does not seem to comply with all the requirements. Can you still rely upon it during costs arguments after trial?*

The short answer is 'yes'. Under rule 44.2(4) the court must have regard to, amongst other things, *"any admissible offer to settle made by a party which is drawn to the court's attention, and which is not an offer to which costs consequences under Part 36 apply"*. Rule 36.1(2) makes the same point.

But what if the question were, *"Can you still rely upon it during costs arguments after trial to seek normal Part 36 costs consequences?"*

That is more difficult and indeed there is no hard-and-fast answer. In *F&C Alternative Investments (Holdings) Ltd v. Barthelemy (no.3) [2012] EWCA Civ 843* Davis, L.J. held that where an offer was not made under Part 36 it would generally be surprising if Part 36 costs consequences could be attached to it.

The regime of Part 36 ought not to be invoked *"by analogy"*. This was because Part 36 costs sanctions, which were *"deliberately swingeing"*, represented a departure from otherwise established costs practice. *"[T]here is no reason, in my view, for indirectly extending Part 36 beyond its expressed ambit. Indeed to do so would tend to undermine the requirements of Part 36 and the repeated insistence of the courts that intended Part 36 offers should be very carefully drafted so as to comply with the requirements…"*.

However, there might (depending upon all the particular circumstances) be an argument that where the non-compliance is extremely trivial the court can order Part 36 costs consequences in any event.

Huntley v. Simmons [2009] EWHC 406 (QB) was such a case. A defendant's Part 36 offer did not comply with all of requirements of rule 36.5(4) in three respects. But Underhill, J. felt two of the non-compliances were the purest technicalities. Whilst the third was a formal defect, it *"caused no real uncertainty or other prejudice to the claimant or his advisers"*. Indeed, the judge noted that the claimant had described the offer in question as a 'Part 36 offer' in correspondence. There was no suggestion whatever that the claimant was concerned about the non-compliance. (Another useful case in this regard is *Hertsmere Primary Care Trust v. Estate of Rabindra-Anandh [2005] EWHC 320 (Ch)*).

In F&C Alternative Investments Davis. L.J. did not doubt the result in Huntley. He did say that it could be *"justified on the special facts"* and added, *"Perhaps there can be de minimis errors or obvious slips which mislead no one"*.

Time-limited offers

Imagine this situation:

> *A defendant wishes to make a time-limited offer to a claimant, open for acceptance only for 21 days. Can that be made under Part 36?*

The answer is straightforward: 'no'. That was made clear in *C v. D [2011] EWCA Civ 646*.

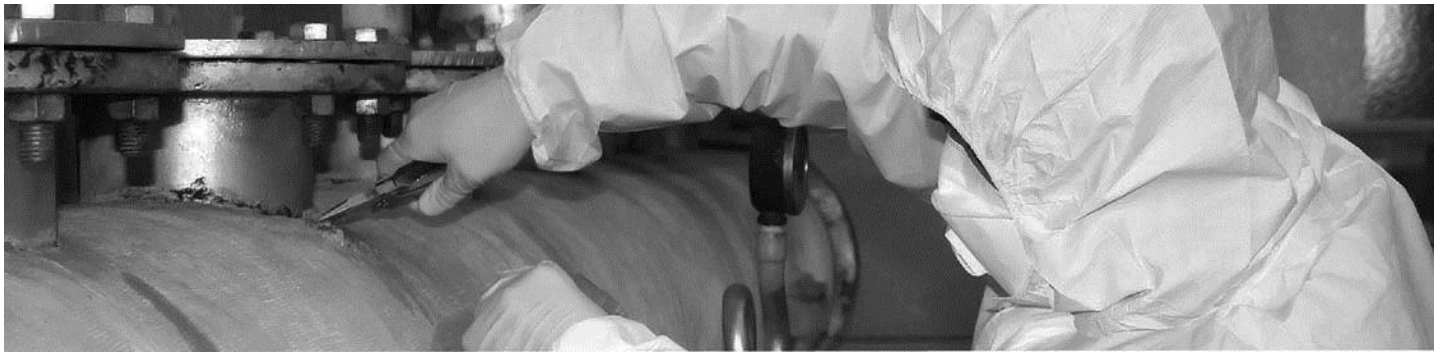
What about a more subtle problem?

> *A defendant sends what purports to be a Part 36 offer to a claimant. For instance, it describes itself as such, it refers to Part 36 costs consequences and 'the relevant period'. However, it expresses thus: 'This offer will be open for 21 days as from the date of this letter (the 'relevant period')'.*

The difficulty is, perhaps, not immediately obvious. But rule 36.2(2)(c) requires that a Part 36 offer must, *"specify a period of not less than 21 days within which the defendant will be liable for the claimant's costs in accordance with rule 36.10 if the offer is accepted"*, not that it must express itself as 'open for 21 days'. And, as we know, a time-limited offer cannot be a Part 36 offer.

It now appears that provided there is sufficient reference to Part 36, and to the mechanics and language of that Part, an offer said to be *"open for 21 days"* will be treating as a Part 36 offer. The key phrase can be interpreted as meaning that the offer will not be withdrawn for at least 21 days, rather than that it will automatically lapse and be unavailable for acceptance after 21 days.

That was the decision of the Court of Appeal in C v. D (also useful in this regard is *Onay v. Brown [2009] EWCA Civ 775*). Rix, L.J. explained that the question was one of construction of the particular document in question. But passages of his judgment (at [45]-[56]) are of general application, in particular the ideas that: a document should so far as possible be construed so as to bring rational sense and consistency to the whole; a court should be slow to find



inconsistency between parts of a document; in the context of Part 36 it was entirely feasible and reasonable to read 'open for 21 days' as meaning 'will not be withdrawn within those 21 days'; words should be understood so as to give efficacy to a document; and guidance might be had from references to the language and operation of Part 36 in other parts of the offer letter. Stanley Burnton, L.J. also provided a helpful dictum: *"Any ambiguity in an offer purporting to be a Part 36 offer should be construed so far as reasonably possible as complying with Part 36".*

The offeror's position in *Epsom College v. Pierse Contracting Southern Ltd [2011] EWCA Civ 1449* was weaker than in C v. D. The offer in question stated that it would *"remain open for acceptance for 21 days… We … diarise expiry as… 3 April 2009"*. The offer did, however, refer to Part 36 and state it would carry Part 36 costs consequences. Rix, L.J. decided that this was close enough to the language used in C v. D to hold that the offer was one under Part 36. He cited and relied upon what Stanley Burton, L.J. had said in that case (see above).

Thus, on this particular issue it seems the courts will grant some latitude to a defendant who has made a slight mess of wording his Part 36 offer. That latitude is not unbounded, though. In *Phi Group Ltd v. Robert West Consulting Ltd [2012] EWCA Civ 588* the offer in issue, whilst expressing itself to be made pursuant to Part 36, did not specify a period of not less than 21 days or, indeed, any period at all in compliance with rule 36.2(2)(c). This was too far from the offers in Epsom College, C and Onay to be clothed with Part 36 costs consequences, according to Lloyd, L.J. Notably the other two members of the Court of Appeal in Phi were Rix, L.J. and Stanley Burton, L.J., who had decided C v. D and who entirely agreed with Lloyd, L.J. Thus there is no argument that Phi and C are in conflict with one another.

Conclusion

This article is only a brief survey of some of the voluminous case law on a difficult subject. However, the following key points emerge:

a. Part 36 is its own self-contained code. General principles of contract law do not necessarily apply, especially with regard to rejection, counter-offers and withdrawal.

b. Getting the formal requirements right is not easy. But it is extremely important. (It might be helpful to note that there is a Court Service Form that can be used to make Part 36 offers – N242A.) You would be unwise to assume without more that you can claim Part 36 costs consequences based on a defective offer.

c. It might transpire that what you thought was an offer complying with all of the Part 36 requirements was not. Do not panic and do not be too ready to accede to claimants' solicitors' arguments that your offer will be disregarded by the court. There is some ammunition in the case law cited above that ought to allow you to argue the point and at least achieve a satisfactory negotiated settlement.

Relevant parts of CPR Part 36

36.1

(2) Nothing in this Section prevents a party making an offer to settle in whatever way he chooses, but if the offer is not made in accordance with rule 36.2, it will not have the consequences specified in rules 36.10, 36.11 and 36.14.

36.2

(1) An offer to settle which is made in accordance with this rule is called a Part 36 offer.

(2) A Part 36 offer must –

(a) be in writing;

(b) state on its face that it is intended to have the consequences of Section I of Part 36;

(c) specify a period of not less than 21 days within which the defendant will be liable for the claimant's costs in accordance with rule 36.10 if the offer is accepted;

(d) state whether it relates to the whole of the claim or to part of it or to an issue that arises in it and if so to which part or issue; and

(e) state whether it takes into account any counterclaim.

(3) Rule 36.2(2)(c)does not apply if the offer is made less than 21 days before the start of the trial.

(4) In appropriate cases, a Part 36 offer must contain such further information as is required by rule 36.5 (personal injury claims for future pecuniary loss), rule 36.6 (offer to settle a claim for provisional damages), and rule 36.15 (deduction of benefits).

36.3

(1) In this part –

(c) 'the relevant period' means –

(i) in the case of an offer made not less than 21 days before trial, the period stated under rule 36.2(2)(c) or such longer period as the parties agree…

(5) Before expiry of the relevant period, a Part 36 offer may be withdrawn or its terms changed to be less advantageous to the offeree, only if the court gives permission.

(6) After expiry of the relevant period and provided that the offeree has not previously served notice of acceptance, the offeror may withdraw the offer or change its terms to be less advantageous to the offeree without the permission of the court.

(7) The offeror does so by serving written notice of the withdrawal or change of terms on the offeree.

Personal injury cases and incidents / regulatory developments and prosecutions

MATERIAL RISK CREATED BY EMPLOYEE

Polyflor Ltd v HSE – Broken arm injury [2014] EWCA Crim 1522

In February 2013, Polyflor Ltd ("PL"), was convicted of failing to ensure the health and safety of its employees, contrary to section 33(1)(a) of the Health and Safety At Work Act 1974 ("the Act"). This was despite a careless action by the injured employee. PL appealed the conviction but it was dismissed on 18 July 2014.

Facts: An employee broke his arm which had become caught in a machine he was checking for a blockage. Access to the rollers in the machine was prevented by guards when running normally, but to clear any blockage, the guards had to be removed.

The employee had been given permission to work without the guards, but he admitted he had been *"foolish"* in the way he had used a spanner whilst the machine was running. It became caught and he could not let go in time.

PL argued that the HSE's evidence did not support the prosecution: if someone is going to do *"something stupid"*, as noted by an HSE expert, there is little that can be done to prevent an injury. The accident was, therefore, the employee's fault, not caused by any breach of duty by PL.

PL argued that as a result there was no case to answer. HHJ Hale considered the submission but took the view that the case should be put to the jury. There was a risk to an employee working on the unguarded machine.

PL were convicted and fined £7,500 plus £34,000 costs. They appealed on the basis that HHJ Hale had used the wrong test and the case should not, therefore, have been left to the jury.

The Appeal panel disagreed with PL's submission that no material risk had been established by the prosecution (the HSE). The prosecution *"only had to adduce <u>some</u> evidence of exposure to <u>risk</u> ….[to show that] an employee was …exposed to a possibility of danger. Once that is established the onus shifts to the Appellant to show, on a balance of probabilities that it did all that was reasonably practicable to ensure its employee was … not exposed to such risk"*.

The outcome may have been different if PL had adduced some evidence that they had considered other ways of resolving problems with this machine, even if ultimately there were few other alternatives. The judgment noted that *"a jury is more likely to be persuaded that an employer has probably done all that could reasonably have been done to obviate an obvious risk if it adduces a positive case that other options have been considered .."*

Whilst this case was prosecuted by the HSE, it could equally be applied to an Maritime and Coastguard Agency ("MCA") scenario where criminal sanctions are sought against port authority employers/owners for unsafe working environments in UK ports involving, for example, injuries to stevedores.

WORK STRESS CLAIM

Emilia Olulana v Southwark LBC [2014] EWHC 2707 (QB) – 19 June 2014

This case involves a council employee, but the issue of work stress triggering, or exacerbating, a mental health disorder is relevant to the shipping industry as a whole.

The claimant was a senior account manager, employed in three different departments from 1999 until she left almost a decade later. She was hard-working but did not excel in her role. This led to frustrations including a suspension in 2003 for incorrect working. At that time she began to experience delusions which were symptoms of a mental illness. The claimant was not aware of this and believed at that time that she was capable of work.

As a first step it was crucial to establish the employee's underlying condition and identify the trigger for the injury/illness. The facts as to what the employer knew, or ought to have known, could then be applied. Only after that could decisions be made by the court as to whether the

illness *was "materially contributed to by events that were mainly stress"*.

The key test in considering whether an employer has been negligent, set out in *Stokes v Guest Keen & Nettlefold (Bolt & Nuts) Ltd [1968] 1 WLR 1776*, is essentially:-

"…the conduct of the reasonable and prudent employer, taking positive thought for the safety of his workers in the light of what he knows or ought to know; …..He must weigh up the risk in terms of the likelihood of injury occurring and potential consequences if it does; and he must balance against this the probable effectiveness of the precautions that can be taken to meet it and the expense and inconvenience they involve".

In short, if the employer cannot demonstrate that he met these standards, then he will be negligent.

Whether the injury/illness was foreseeable is important and depends on what the employer knew or ought to have known. However, the judge relied on guidance in *Sutherland v Hatton [2002] EWCA Civ 76* which states that the *"employer is generally entitled to take what he is told by the employee at face value"*.

The first significant entry in the claimant's occupational health notes was in 2009. There is reference to *"the stress of trying to cover so many duties is beginning to have an effect on her health."* However, the claimant maintained that all was well but from January 2010 to 2012 her delusions and sense of persecution were increasingly worse at work and at home.

The judge found that the employer was not aware that their employee had a mental illness and when she started to have difficulties, referred her directly to occupational health. She was reviewed and they liaised with her GP. He held that they had taken 'exemplary' care of her.

Held: The claimant did not prove, on the balance of probabilities, any causative factor and therefore the claim failed.

Our assessment of this case is that the defendant's success hinged on a good audit system which demonstrated that they had identified and discharged their duty of care to the claimant. Effective retention of evidence is crucial in these cases as is seeking early and specialist legal advice from the start, particularly if a civil claim for damages is anticipated.

AMENDMENTS TO UK MERCHANT SHIPPING REGULATIONS TO IMPLEMENT MLC FOR SELF-EMPLOYED SEAFARERS

The Merchant Shipping (Maritime Labour Convention) (Health and Safety) (Amendment) Regulations 2014 is a new provision which will come into force on 13 October 2014. It is one of a series of instruments which is gradually bringing UK law into line with the Maritime Labour Convention 2006. According to the explanatory memorandum, this regulation *"extends health and safety duties to self-employed seafarers, introduces new duties to report occupational diseases to the Secretary of State"*.

There is also a requirement to take account of published statistics on health and safety when conducting a risk assessment and also makes a small amendment to the criteria for the creation of a safety committee on UK ships. It is not anticipated that these amendments will have a significant practical impact on ship owners, or even most seafarers, as they mainly reflect current best practice.

To access the full Statutory Instrument (SI: 2014 No.1616) please *click here*.

Bentleys, Stokes and Lowless
International House
1 St Katharine's Way
London E1W 1YL

Phone +44 20 7782 0990
Fax +44 20 7481 7978
Web www.bentleys.co.uk

24/7 EMERGENCY RESPONSE		+44 20 7477 2771
Paul Griffiths	pgriffiths@bentleys.co.uk	+44 7973 228059
Vernon Sewell	vsewell@bentleys.co.uk	+44 7770 273623
William Chetwood	wchetwood@bentleys.co.uk	+44 7973 228076
Joanna Steele	jsteele@bentleys.co.uk	+44 7976 930386
Nicholas Wilson	nwilson@bentleys.co.uk	+44 7971 049355
Paul Crane	pcrane@bentleys.co.uk	+44 7787 558140
Jamie Wallace	jwallace@bentleys.co.uk	+44 7971 256764
ADMIRALTY		
Joe Quain	jquain@bentleys.co.uk	+44 7771 633958
Philip Gregson	pgregson@bentleys.co.uk	+44 7971 049307
PERSONAL INJURY MANAGER		
Rachel Butlin	rbutlin@bentleys.co.uk	+44 7834 518814