

# Dominic Bright



Dominic practises primarily in commercial and property law.

He appeared as sole counsel on behalf of the first appellant in a conjoined, two-day appeal before the Court of Appeal. Dominic was seconded to the world's largest publicly-traded property and casualty insurer. He attended what is *'internationally recognised as arguably the best and most intensive advocacy course in the world.'*

Dominic was judicial assistant to Sir Brian Leveson (then President of the Queen's Bench Division).



**Year of Call: 2016**

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## Publications

Dominic assists authors to publish academic articles and professional texts on national and international law. He also publishes in his own right.

## Books

- 'A Practical Guide to the Small Claims Track (Second Edition)' (Law Brief Publishing, December 2020)
- 'Trespass to Land' in volume 40(1) of *Atkin's Court Forms* (Practice and Forms) (assisted the contributor, *Simon Brilliant*, LexisNexis, August 2019)

## Articles

- 'Academia, The Judiciary & Practical Legal Scholarship' (Association of District Judges Bulletin, January 2022)
- 'Staying on Track: Ten Key Points that PI Lawyers Should Know About the Small Claims Track' (PI Focus, March 2020)
- 'The CICC and the Rule of Law: Fair, Transparent and Convenient? What You Need to Know About China's New International Commercial Court' (Counsel Magazine, September 2019)
- 'Section 21 Sent Packing' (New Law Journal, Issue 7838, 2 May 2019)
- 'Treaty-Making Within the British Commonwealth'



## Seminars / training

Dominic attended the [2022 Advanced International Advocacy Course at Keble College, Oxford](#). He accepts invitations to present seminars / training from professional clients and attends other professional events.

### Recent events

- [‘Property Bar Conference 2023 – Torrents of Change and Reform in Property Law’](#) (Lincoln’s Inn, November 2023)
- [‘Civil Mediation Council Annual Conference 2023’](#) (Remote, October 2023)
- [‘Short Course: War in Ukraine in Context: History, Politics and Law’](#) (British Institute of International and Comparative Law, May-June 2023)
- [‘Civil Mediation Council Annual Conference 2022’](#) (Remote, November 2022)
- [‘Property Bar Association Conference 2022 – The Current State of Real Estate’](#) (Lincoln’s Inn, November 2022)
- [‘Team Working Tools for Barristers’](#) (Middle Temple, June 2022)
- [‘International Law in Future Frontiers’](#) (Chatham House, May 2022)
- [‘Mediation and Negotiation Masterclass’](#) (Property Bar Association, April 2022)
- [‘Revisiting: We, the Robots’](#) (British Institute of International and Comparative Law, March 2022)
- [‘PBA Annual Dinner 2021’](#) (Globe Theatre, London, December 2021)
- [‘PBA Conference 2021 – Property Litigation in a World of Change’](#) (November 2021)
- [‘Civil Mediation Council Annual Conference 2021’](#) (Remote, November 2021)
- [‘Junior PBA Webinar – Dilapidations and Disrepair’](#) (Remote, July 2021)
- [‘Civil Mediation Council Annual Conference 2020’](#) (Remote, November 2020)
- [‘Short Course: Public International Law in Practice’](#) (British Institute of International and Comparative Law, September 2020)
- [‘Short Course: Law of the Sea’](#) (British Institute of International and Comparative Law, September 2020)

### Further information

Dominic holds two postgraduate qualifications, is an active member of various domestic and international professional associations, and enjoys gardening, travelling



and learning about geopolitics when time permits.

## Qualifications

- Master of Laws (LL.M) in Professional Legal Practice (incorporating the BPTC), BPP University Law School, London Holborn, awarded Distinction
- Master of Laws (LL.M), King's College London, School of Law, awarded Distinction
- Law (LLB Hons) with European Legal Studies, King's College London, School of Law (incorporating an Erasmus exchange at Uppsala University, Sweden)

## Memberships

- [British Institute of International and Comparative Law](#)
- [Chatham House, the Royal Institute of International Affairs](#)
- [Civil Mediation Council](#)
- [Commercial Bar Association](#)
- [Property Bar Association](#)
- [South Eastern Circuit](#)
- [Technology and Construction Bar Association](#)

## Interests

- Training "Merlin" the German Shepherd, playing the VAD 706 [V-Drums Acoustic Design](#), and horse-riding
- Conserving a Sixteenth-Century, Grade II listed property of special architectural and historic interest, as a member of [The Listed Property Owners' Club](#)
- National, regional and global threats, challenges and opportunities including the changing nature of geopolitics in relation to sustainable growth, prevention of conflict, and development of the rule of law

## Appeals

Dominic provides advice, drafting and representation in first appeals (against the judgment of a trial judge) and second appeals (against the judgment of an appeal court).

### Second

- [London Borough of Islington v Borous \[2022\] EWCA Civ 1242](#): applied for permission to appeal and, having been granted, appeared as sole counsel on behalf of the first appellant in a conjoined, two-day, live-streamed appeal before the Court of Appeal (June 2022).

### First

- *K v T* – successfully made submissions, so



applications to adjourn and for permission to appeal were refused, and judgment for over £32,000, over £2,000 interest, £14,000 costs and transfer to the High Court for enforcement was awarded (January 2024).

- Conjoined appeals: *B v A and C v A* – successfully represented the respondents, so that, although the appeals were allowed, judgment was entered for less than £800 in the former and less than £1,300 in the latter, and, despite accepting that (different) trial counsel had led the judge into error, resisted a finding of unreasonable conduct (July 2022).
- *H v F* – appellant’s notice and grounds of appeal alleging that the judge was wrong to hold that the burden of proving need to hire for social and domestic use was satisfied on the evidence of a bare assertion. Email from professional client, dated 15 July 2022: *‘We have reviewed these documents this morning and we are very happy with them.’*
- *S v G & Anor* – successfully resisted an appeal (against summary judgment in respect of the first appellant, default judgment in respect of the second appellant, and judgment against both appellants for more than £105,000, about £7,000 interest, and costs of £17,000) with costs awarded on the indemnity basis (May 2021).
- *K v K* – successfully applied for permission to appeal on the basis that the judge fell into error in failing to award contractual costs in a possession claim (March 2020).
- *S v A & Anor* – successfully settled an appeal on the day of the appeal hearing, so that the defendants agreed to give the claimant possession forthwith (November 2019).

## Testimonials

Feedback from (lay and professional) clients includes:

- *‘Dominic is a great barrister’* (email from lay client and CEO to professional client, dated 17 November 2023).
- *‘great result’* (email from professional client, dated 29 September 2023).
- *‘Great result thanks Dominic!’* (Email from professional client and Partner, dated 25 July 2023).
- *‘[The lay client] thought you were great by the way’* (email from professional client, dated 12 July 2023).
- *‘a great outcome’* (email from professional client, dated 26 June 2023).
- *‘Cracking result’* (email from professional client, dated 13 March 2023).
- *‘Excellent result’* (email from professional client, dated 28 February 2023).
- *‘very successful ... Dominic had fully mastered his*



*brief and was able to argue the matter persuasively in an immaculate presentation.'* (Email from lay client to practice manager, dated 22 February 2022).

- *'Dominic Bright was fantastic'* (email from professional client, dated 15 December 2022).
- *'As ever an absolutely fantastic result on this one'* (email from professional client, dated 8 November 2022).
- *'Dominic Bright ... was an absolute bulldog and did not let any matter go unchallenged. ... his knowledge in this area of law was outstanding and his professional manner and courtesy as well as attention to details was exemplary'* (email from lay to professional client, dated 6 December 2022).
- *'Fantastic result Dominic ... Brilliant!'* (Email from professional client, dated 2 September 2022).
- *'great result'* (email from professional client, dated 20 July 2022).
- *'amazing!'* (Email from professional client and Partner, dated 2 July 2022).
- *'extremely impressed with Dominic's performance'* (email from professional client, dated 1 July 2022).
- *'Great result!'* (Email from professional client, dated 19 April 2022).
- *'a real asset that you should look after'* (email from lay client, dated 14 April 2022).
- *'I am still in shock. I blame brilliant advocacy'* (email from professional client, dated 13 April 2022).
- *'excellent result yesterday'* (email from professional client, dated 29 March 2022).
- *'sterling work yesterday'* (email from professional client, dated 3 March 2022).
- *'Cracking result'* (email from professional client, dated 3 March 2022).
- *'Fab result'* (email from professional client, dated 2 February 2022).
- *'excellent result'* (email from professional client, dated 31 January 2022).
- *'a stellar result'* (email from professional client, dated 17 December 2021).
- *'the best person to fight this case. ... His questions, his manner, just everything about him was brilliant'* (email from lay client, dated 16 December 2021).
- *'Great result'* (email from professional client, dated 15 December 2021).
- *'great result'* (email from professional client, dated 15 December 2021).
- *'great outcome – reflected in the excellent costs order'* (email from professional client, dated 13 December 2021).
- *'excellent job on this, always impressed with the time and detail you put into work on cases'* (email



from professional client, dated 10 December 2021).

- *'What a cracker of a result!!'* (Email from professional client, dated 1 December 2021).
- *'Great results today'* (WhatsApp from professional client, dated 4 October 2021).
- *'excellent'* (email from professional client, dated 1 October 2021).
- *'Great result!'* (email from professional client, dated 7 September 2021).
- *'great result!'* (email from professional client, dated 31 August 2021).
- *'great result!'* (Email from professional client, dated 25 August 2021).
- *'Amazing result, absolutely chuffed'* (email from professional client, dated 18 August 2021).
- *'Excellent outcome'* (email from professional client, dated 20 July 2021).
- *'Brill'* (email from professional client, dated 19 July 2021).
- *'cracking result'* (email from professional client and Partner, dated 15 July 2021).
- *'great result!!'* (Email from professional client, dated 13 July 2021).
- *'great result!'* (Email from professional client, dated 5 July 2021).
- *'fantastic outcome'* (email from professional client, dated 17 June 2021).
- *'excellent result'* (email from professional client, dated 24 May 2021).
- *'fantastic result as ever'* (email from professional client, dated 9 April 2021).
- *'as always you've done an amazing job'* (email from professional client, dated 26 March 2021).
- *'Brilliant result'* (email from professional client and Partner, dated 19 March 2021).
- *'Brilliant outcome'* (email from professional client, dated 17 March 2021).
- *'really good result'* (email from professional client, dated 16 March 2021).
- *'fantastic result especially on costs'* (email from professional client (partner), dated 8 February 2021).
- *'Great result as always'* (email from professional client, dated 3 February 2021).
- *'Cracking result!!'* (Email from professional client, dated 21 January 2021).
- *'smashing result!!'* (Email from professional client, dated 11 December 2020).
- *'Fantastic result'* (email from professional client, dated 4 December 2020).
- *'fantastic result!'* (Email from professional client, dated 7 October 2020).
- *'an excellent win'* (email from professional client, dated 21 August 2020).
- *'Great result!'* (Email from professional client, dated 13



July 2020).

- *'wow. Just wow'* (email from professional client, dated 7 July 2020).
- *'I am 100% fully satisfied'* (message from lay client, received by professional client, dated 11 June 2020).
- *'great result as always!'* (Email from professional client, dated 29 May 2020).
- *'Great results'* (email from professional client, dated 15 May 2020).
- *'Great result!'* (email from lay client, dated 13 February 2020).
- *'Another brilliant result'* (email from professional client, dated 22 January 2020).
- *'I was very impressed'* (email from professional client, dated 21 December 2019).
- *'fantastic result!'* (Email from professional client, dated 15 November 2019).
- *'a comprehensive and sterling defence'* (email from lay client, dated 18 September 2019).
- *'What a brilliant result!'* (Email from professional client, dated 14 August 2019).
- *'extremely pleased with the result'* (email from professional client, dated 18 February 2019).
- *'fantastic outcome'* (email from professional client, dated 5 February 2019).



## International

In June 2022, Dominic completed a three-month secondment to the world's largest publicly-traded property and casualty insurer. He specialised in autonomous sanctions surrounding marine and aviation insurance. Dominic advised in relation to ultra-high net worth clients, multinational companies and restricted goods.

He has completed short courses with the British Institute of International and Comparative Law on diverse topics, including public international law, the law of the sea and the changing character of warfare (hot and hybrid) in Ukraine.

Dominic accepts instructions where there are issues of jurisdiction, public and private international law. Dominic also accepts devilling instructions from Silks and senior juniors on larger and more complex cases, including offshore arbitrations.



His recent articles include:

- **'COVID-19, International Commercial Contracts & "Breathing Space": Further Encouraging ADR; Developing Common Law Doctrines; & An Implied Term of Good Faith'** (analysing the necessary contribution of the law to safeguard commercial activity, minimise disruption to supply chains, and ameliorate the adverse effects of a plethora of defaults in the COVID-19 emergency with Pranav Bhanot from Meaby & Co Solicitors)
- **'UK Autonomous Sanctions System: Substantial Increase in the Costs of Compliance?'** (overview of the current legal landscape surrounding the complex area of international sanctions, and the UK's autonomous sanctions system, so as to offer an informed view on whether the costs of compliance for business – and the associated penalties in default – is likely to substantially increase)
- **'Climate Change and the Judiciary: Europe; the United States; & the Indian Subcontinent'** (shedding light on to nine of the leading cases from around the world in which the judiciary have tackled climate change-related issues).

In November 2019, Dominic presented a seminar with [Dr Natalia Perova](#) to selected professional clients, entitled: 'Jurisdiction and Choice of Law Clauses in International Commercial Contracts'. His topics included three Regulations of the European Union (Rome I, Rome II and Recast Brussels), the Agreement on the Withdrawal of the United Kingdom from the European Union, and what can be expected after Brexit.

In September 2019, Dominic published an article in Counsel Magazine, entitled: ['The CICC and the rule of law: Fair, transparent and convenient? What you need to know about China's new International Commercial Court'](#). He has a particular interest in the regulation of novel technologies, including small, unmanned aircraft, on which he has written a leading article: ['Drones, Airprox and the Regulatory Environment: Cause for Concern?'](#)

Dominic is a member of the [British Institute of International and Comparative Law](#) and [Chatham House](#), the [Royal Institute of International Affairs](#).

## Recent instructions

- Devilling for a Silk on procedure and prospects of successfully appealing an arbitration in a Caribbean country where the costs on each side were in the region of \$10 US million (July 2021).
- Devilling for a Silk (draft list of issues, draft opening and draft closing submissions) in an international commercial arbitration under the CIArb Arbitration





Rules (Bermuda) 2019, claiming damages of over US \$17 million for breach of contract (September-November 2020).

- Advised a film production company on whether an Independent Film & Television Alliance arbitration clause was valid in a claim for around £25,000 (May 2018).

## Commercial

Dominic's commercial practice includes consumer credit, credit hire, debt recovery and leasing.

He has defended FTSE 100 companies, including a multinational bank and UK's largest general insurer.

Dominic has a particular interest in advising on commercial use of novel technologies, including artificial intelligence, autonomous drones and synthetic biology.

He is a member of the **Commercial Bar Association**.

- *S v K & Anor* – successfully resisted an application to set aside and awarded costs as claimed of about £1,300 (December 2023).
- Advice in conference in respect of building works totalling about £70,000 (December 2023).
- *W v V* – successfully applied for summary judgment against a firm of solicitors, about £1,000 interest and about £3,500 costs (December 2023).
- *A v G & Three Ors* – successfully resisted applications to set aside judgment, so that they were dismissed as totally without merit and costs of about £2,700 were awarded (October 2023).
- *A v H* – drafted pleadings to enforce an adjudication award in favour of a home buyer against a home builder for about £26,500 and over £1,000 interest (August 2023).
- *L v G* – successfully cross-examined and made submissions, so that £31,000, about £3,000 interest and over £10,500 costs were awarded (July 2023).
- *P v P* – successfully made submissions, so that about £6,500 costs were awarded to the defendant after the claim was dismissed (June 2023).
- *B v G* – successfully made submissions, so that the application to set aside an order striking out a claim for £100,000 was dismissed and costs as claimed were awarded (June 2023).
- *C & Anor v A* – successfully resisted an application to set aside an order adding a second claimant (May 2023).
- *B v B* – successfully made submissions, so that the claimant was refused permission to rely on his witness statement (April 2023).
- *P v P* – despite all of defendant's applications on the day of trial being refused – first, to rely on an



amended defence and a witness statement;  
secondly, to give evidence remotely from the United Arab Emirates; and, thirdly, to adjourn – successfully cross-examined both directors of the claimant company and made submissions, so that the claim was dismissed (March 2023).

- *C v S* – successfully applied for a final debt order and costs as claimed (January 2023).
- *J v B* – successfully cross-examined and made submissions, so that the claim for the balance of an invoice was allowed and the counterclaim for harassment, rent and the cost of a locksmith was dismissed (December 2022).
- *M v J* – successfully resisted applications to adjourn for further directions, strike out and / or summary judgment (March 2022).
- Drafted Tomlin order on behalf of a property developer, who sold a property well in excess of £1 million, before the purchaser issued a claim for breach of contract, including allegations that construction work caused the death of 12 beech and sycamore trees (August 2021).
- *B v C* – successfully submitted that default judgment should be set aside and that there should be no order as to costs. Email from professional client, dated 8 June 2021: *'Thanks Dominic!'*
- *P v R* – successfully applied for summary judgment for about £15,500, about £2,000 interest and £3,500 costs (March 2021).
- Devilling (opinion) in a potential claim of more than one-third of a million pounds, where the issues included illegality, force majeure and frustration during the COVID-19 pandemic (December 2020).
- *R & Anor v E* – claim form and particulars of claim following a wedding that did not take place due to restrictions during the COVID-19 pandemic, claiming repayment of sums paid pursuant to contract because consideration had wholly failed, alternatively damages, further or alternatively the sums paid pursuant to the contract before the contract was discharged because performance was frustrated, further or alternatively payment of the sums paid under the contract as money had and received (September 2020).
- *P & Anor v P* – claim form and particulars of claim following a wedding that did not take place due to the COVID-19 lockdown, claiming repayment of sums paid pursuant to the contract because consideration had wholly failed, alternatively payment of the sums paid under the contract as money had and received (August 2020).
- Advice in conference following a wedding that did not take place due to the COVID-19 lockdown following the Health Protection (Coronavirus



Restrictions) (England) Regulations 2020/350, where the issues included force majeure, frustration, supervening illegality and consumer protection under the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and the Unfair Trading Regulations 2008 (July 2020).

- *K v M* – devilling for a Silk, namely researching and drafting the skeleton argument and bundle of authorities in applications before the High Court for general civil restraint orders and non-party costs orders to be awarded on the indemnity basis (April 2020).
- Advice, letters before claim and particulars of claim for breach of contract or alternatively money had and received in the sum of £100,000 plus interest (February 2020).
- *U v E* – successfully made an oral application on the day of trial for summary judgment in the sum of about £10,000 (January 2020).
- *H v O-B* – successfully applied for relief from sanctions and that the claim be reinstated, despite the finding that there was a serious and significant breach of a court order, for which there was no good reason and that the application was not made promptly (November 2019).
- Advice on prospects of defending a claim in the region of £40,000 and counterclaiming in the region of £70,000, upon alleged breach of vacant possession by the seller of a six-bedroom property (June 2019).
- *A v S & Two Ors* – devilling for a Silk, drafting a skeleton argument for use in proceedings in the Chancery Division of the High Court (March 2019).

### **Consumer credit**

- *T v B* – represented a bank in a claim under the Consumer Credit Act procedure (February 2023).
- *J v B* – successfully represented a bank in a claim under the Consumer Credit Act procedure, so that the claim was struck out and over £3,500 in costs was awarded to the defendant (August 2022).
- *B v F* – successfully made submissions on behalf of a bank in a claim under the Consumer Credit Act procedure, so that, unless the claimant filed an application to perfect his statement of case within 14 days his claim would be struck out, and, in any event, the claimant pay the defendant's costs of the hearing (June 2022).
- *H v B* – represented a bank in a claim made under the Consumer Credit Act procedure (January 2022).
- *T v B* – represented a bank in a claim made under the Consumer Credit Act procedure (September 2021).



- *L v V* – skeleton argument on behalf of a bank in a claim made under the Consumer Credit Act procedure (September 2021).
- *C v B* – successfully represented a bank in a claim for 'up to £25,000' made under the Consumer Credit Act procedure, so that it was dismissed. After cross-examination, the judge found that: *"This statement is hopeless. The witness evidence is lamentable. ... I cannot place any reliance on it"* (August 2021).
- *P v B* – represented a bank in a claim made under the Consumer Credit Act procedure (July 2021).
- *M v B* – represented a bank in a claim made under the Consumer Credit Act procedure (July 2021).
- *B v B* – represented a bank in a claim made under the Consumer Credit Act procedure (July 2021).
- *B v B* – represented a bank in a claim made under the Consumer Credit Act procedure (June 2021).
- *P v B* – represented a bank in a claim made under the Consumer Credit Act procedure (June 2021).
- *H v B* – represented a bank in a claim made under the Consumer Credit Act procedure (June 2021).

## Credit hire

- *M v A* – successfully cross-examined, so that the claimant was found to be pecunious and only about 65 percent of the amount that was claimed for credit hire was awarded (December 2023).
- *G v F* – successfully cross-examined and made submissions, so that only about 15 percent of the amount that was claimed for credit hire was awarded (December 2023).
- Written advice on the strength of the loss of profit case, what is needed to successfully pursue it, duration arguments, other strategies for success, Part 18 and Part 35 questions in a dispute over about £100,000 involving a Lamborghini Gallardo (November 2023).
- *R v N* – successfully cross-examined and made submissions, so that only about one-tenth of the amount that was claimed for credit hire was awarded (November 2023).
- Advice in conference in respect of recovery and storage charges in the context of a credit hire claim (September 2023).
- *M v H* – successfully resisted an application for relief from sanctions in respect of impecuniosity, cross-examined and made submissions, so that about one-quarter of the amount that was claimed for credit hire was awarded and only about 55 percent of the costs that were claimed were awarded (November 2023).
- *P v B* – successfully cross-examined and made submissions, so that the claim for over £3,000 in credit hire charges was dismissed on the basis of



enforceability (August 2023).

- *R v A* – successfully made submissions, so that about 55 percent of the amount that was claimed for credit hire was awarded (August 2021).
- *N v C* – successfully resisted an application to adjourn, and made submissions, so that the claim for credit hire was dismissed on the basis that need had not been proven and no order as to costs was made (August 2023).
- *A v O* – successfully made submissions, so that about half of the amount that was claimed for credit hire was awarded (July 2023).
- *H v A* – successfully negotiated settlement, so that about 40 percent of the amount that was claimed for credit hire was awarded (July 2023).
- *G v A* – successfully cross-examined and made submissions, so that less than one-third of the amount that was claimed for credit hire was awarded (July 2023).
- *S v A* – successfully cross-examined and made submissions, so that the claimant was ordered to pay the defendant's costs of about £2,500 on the basis that the former behaved unreasonably (July 2023).
- *F v P* – advice and drafted defence to a claim for over £42,000 on the basis that the car was a fleet vehicle, so need to hire outside that fleet needed to be proved, along with period, rate and extras (July 2023).
- *H v A* – successfully cross-examined and made submissions, so that a successful intervention was found and about half of the amount that was claimed for credit hire was awarded (June 2023).
- *L v H* – successfully cross-examined and made submissions, so that the claimant was found to be pecunious, less than 20 percent of the amount that was claimed for credit hire was awarded, and the claimant was ordered to pay the defendant's costs as claimed on the basis that the former had behaved unreasonably (June 2023).
- *S v T* – successfully cross-examined the head of the insurance team, and a manager in the commercial team, of a multi-billion pound company, so that the credit hire claim for over £26,000 was dismissed because need to hire from outside the fleet had not been proven (June 2023).
- *S v W* – successfully made submissions, so that about ten percent of the amount that was claimed for credit hire was awarded (June 2023).
- *M v P* – successfully made submissions, so that about 45 percent of the amount that was claimed for credit hire was awarded and the additional driver was not awarded (May 2023).
- *S v H* – successfully made submissions, so that relief



from sanctions to rely on a witness statement after the deadline was refused essentially because the application for relief was not prompt, so that the claim for over £7,000 was dismissed (April 2023).

- *A v T* – successfully made submissions, so that the claim was struck out and the claimant was ordered to pay the defendant's costs as claimed on the basis that the claimant behaved unreasonably (April 2023).
- *S v E* – successfully cross-examined and made submissions, so that *less than one percent* of the amount that was claimed was awarded, the claimant was ordered to repay any interim payments and the defendant's costs of £2,500 on the basis that the claimant behaved unreasonably (April 2023).
- *V v G* – successfully cross-examined and made submissions, so that the claim for credit hire was dismissed and the claimant was ordered to pay the defendant's costs of £2,000 on the basis that the claimant behaved unreasonably (April 2023).
- *P v A* – successfully made submissions, so that the claim was transferred to Part 7, allocated to the small claims track, standard directions were made and successfully resisted a finding of unreasonable behaviour (March 2023).
- *C v A* – successfully made submissions, so that less than 45 percent of the amount that was claimed for credit hire was awarded (March 2023).
- *M v U* – successfully made submissions, so that less than 45 percent of the amount that was claimed for credit hire was awarded (March 2023).
- *S v A* – successfully made an oral application to allow dash cam footage into evidence that had not been filed and served, resisted the claimant's efforts to rely on evidence of impecuniosity despite her failure to plead it and submitted that no legal representative's costs should be awarded (March 2023).
- *I v A* – successfully made submissions, so that the claim was struck out and the claimant was ordered to pay the defendant's costs as claimed on the basis that the claimant behaved unreasonably (February 2023).
- *L v C* – successfully applied to dismiss the claim and the claimant to pay the defendant's costs of about £800 on the basis that the claimant behaved unreasonably (February 2023).
- *P v K* – successfully made submissions, so that period was reduced, less than one-sixth of the amount that was claimed for credit hire was awarded and the hearing fee was not awarded to the claimant (February 2023).
- *H v I* – successfully applied to set aside default judgment on the basis that the court did not have jurisdiction to enter judgment because, although



the defence was filed out of time, it was filed before judgment was entered (February 2023).

- *Z & Anor v Z* – successfully applied for a third party costs order, so that the third party was ordered to pay costs of the trial of over £5,300 and costs of the application of about £8,800 (February 2023).
- *C v B* – successfully made submissions, so that period was reduced, the intervention rate was applied and about one-ninth of the amount that was claimed for credit hire was awarded (February 2023).
- *A v A* – successfully defeated a test application to strike out a “stock” defence, in which the applicant was represented by counsel Called to the Bar in 1992 (February 2023).
- *M v M* – successfully made submissions on costs, so that, although the claim was allowed, the hearing fee was not awarded (January 2023).
- *H v P* – successfully made submissions, so that about two-thirds of the amount that was claimed for credit hire was awarded (December 2022).
- *D v U* – successfully made submissions, so that less than one-eighth of the amount that was claimed for credit hire was awarded (December 2022).
- *N v P* – successfully made submissions, so that less than one-fifth of the amount that was claimed for credit hire was awarded and the claim in respect of the insurers’ outlay was dismissed (November 2022).
- *B v B* – successfully made submissions, so that an intervention letter was found to have been served, *Copley*-compliant and about one-sixth of the amount that was claimed for credit hire was awarded, the claimant was not awarded the hearing fee or witness expenses and found to have behaved unreasonably, so that she was ordered to pay the defendant’s costs (November 2022).
- *K v B* – successfully resisted the claimant’s application for relief from sanctions so that he was debarred from relying on impecuniosity and made submissions, so that about one-third of the amount that was claimed for credit hire was awarded and more than £350 of costs that were claimed were not awarded (November 2022).
- *S v A* – successfully made submissions, so that an intervention letter was found to have been served, *Copley*-compliant and less than one-seventh of the amount that was claimed for credit hire was awarded (November 2022).
- *M v A* – successfully made submissions, so that the period of hire was reduced, an intervention letter was found to have been served, *Copley*-compliant, about one-sixth of the amount that was claimed for credit hire was awarded and the hearing fee was not awarded (October 2022).
- *H v W* – successfully submitted that the claimant



should pay the defendant's costs due to her unreasonable behaviour (October 2022).

- *S v J* – successfully submitted that the claimant should pay the defendant's costs due to his unreasonable behaviour (October 2022).
- *V v G* – successfully submitted that the judgment should be set aside and costs as claimed should be awarded to the defendant due to the claimant's unreasonable behaviour (August 2022).
- *H v C* – successfully negotiated an adjournment on the basis that the claimant paid the defendant's costs and expenses (August 2022).
- *G v N* – successfully negotiated settlement on the best realistic terms for the defendant (August 2022).
- Conjoined appeals: *B v A* and *G v A* – successfully represented the respondents, so that, although the appeals were allowed, judgment was entered for less than £800 in the former and less than £1,300 in the latter, and, despite accepting that (different) trial counsel had led the judge into error, resisted a finding of unreasonable conduct (July 2022).
- *H v F* – appellant's notice and grounds of appeal alleging that the judge was wrong to hold that the burden of proving need to hire for social and domestic use was satisfied on the evidence of a bare assertion. Email from professional client, dated 15 July 2022: *'We have reviewed these documents this morning and we are very happy with them.'*
- *P v A* – successfully made submissions, so that an intervention letter was found to be served, *Copley*-compliant, about one-third of the amount that was claimed for credit hire was awarded and the claimant was not awarded all of the costs that she claimed (July 2022).
- *S v O* – successfully made submissions, so that an intervention letter was found to be served, *Copley*-compliant and about one-six of the amount that was claimed for credit hire was awarded (July 2022).
- *H v F* – successfully made submissions, so that about 15 percent of the amount that was claimed for credit hire was awarded with no order as to costs (July 2022).
- *B v D* – successfully resisted the claimant's application for relief from sanctions and made submissions, so that about one-third of the period and about one-sixth of the amount that was claimed for credit hire was awarded (June 2022).
- *B v C* – successfully made submissions, so that an intervention letter was found to be served, *Copley*-compliant and about one-fifth of the amount that was claimed for credit hire was awarded (May 2022).
- *L v I* – successfully made submissions, so that the claimant's application was dismissed for an unless





order that, unless a CPR-compliant list of documents was served, the defendant would be debarred from relying on any documents (in a claim for pre-accident value, storage and recovery and about £63,000 in credit hire charges) and £1,500 costs was awarded to the defendant (March 2022).

- *B & Anor v B* – successfully represented the defendant by settling on the day for about £1,200 less than what could reasonably be expected if the case was decided after a hearing (March 2022).
- *B v B* – successfully made submissions, so that the intervention letter was found to be served, *Copley*-compliant, and less than one-third of the amount that was claimed for credit hire, nothing for the second head of loss and costs that were proportionate to the judgment sum were awarded (as opposed to the costs that were claimed) (March 2022).
- *P v S* – successfully made submissions, so that less than one-fifth of the amount that was claimed for credit hire was awarded (March 2022).
- *C v A* – successfully made submissions, so that less than two-fifths of the amount that was claimed for credit hire and only half of the legal costs that were claimed were awarded (March 2022).
- *S v M* – successfully made submissions, so that the court declined to reallocate the claim, despite it being allocated to a track other than the “normal” track (February 2022).
- *H v C* – successfully made submissions, so that an unless order was made, that unless the claimant’s evidence was served within ten days the claim would be struck out, and the defendant’s costs were awarded (February 2022).
- *D v P* – successfully made submissions, so that less than one-third of the amount that was claimed for credit hire was awarded (February 2022).
- *F v A* – successfully made submissions, so that although liability and quantum were admitted, no order was made as to costs (January 2022).
- *C v J* – successfully made submissions, so that although the matter was adjourned, the defendant’s costs were paid by the claimant (12 January 2022).
- *G v H* – successfully made submissions, so that the intervention letter was found to be *Copley*-compliant, less than one-quarter of the sum that was claimed for credit hire was awarded and there was no order as to costs (January 2022).
- *D v G* – successfully resisted the claimant’s application for relief from sanctions, and made submissions so that less than two-fifths of the amount that was claimed for credit hire was awarded (January 2022).
- *D v A* – successfully made submissions, so that an



intervention letter was found to be *Copley*-compliant and less than one-quarter of the amount that was claimed for credit hire was awarded (January 2022).

- *B v A* – successfully resisted the claimant’s application to adjourn, so as to get more evidence in response the defendant’s submission that the claimant’s case was insufficiently evidenced, and submitted that the claim for about £5,500 in respect of credit hire charges be dismissed (December 2021).
- *B v F* – successfully made submissions, so that: about one-fifth of the amount that was claimed for credit hire was awarded; and no order as to the claimant’s costs was made (December 2021).
- *Y v D* – successfully made submissions, so that: less than half of the amount that was claimed for credit hire was awarded; the issue fee was reduced by more than 30 percent; and pre-allocation costs that the defendant had agreed to pay in principle were in fact reduced to about half of the sum that was claimed (December 2021).
- *S v F* – instructed in a credit hire test case by a Team Manager in an international firm on behalf of a well-known, mainstream insurer (November 2021).
- *H v D* – successfully made submissions, so that less than one-quarter of the amount that was claimed for credit hire was awarded (November 2021).
- *B v M* – successfully made submissions, so that about 40 percent of the amount that was claimed for credit hire was awarded (November 2021).
- *H v B* – successfully: resisted the claimant’s application for permission to amend his pleadings; submitted that the weekly pro rata rate should be awarded in respect of credit hire, so that less than half of the amount that was claimed was awarded; resisted the claimant’s application for about £4,100 costs on the basis that the defendant had behaved unreasonably (‘We will not consider offers for hire or repair. ... We will not di[s]cuss this further with you.’); and cross-examined so that only half of the sum that was claimed for loss of earnings was awarded (November 2021).
- *R v M* – successfully made submissions, so that less than one-fifth of the amount that was claimed for credit hire was awarded and the claimant’s costs were reduced by more than one-fifth (November 2021).
- *A v R* – successfully made submissions, so that: the weekly pro rata rate and less than one-quarter of the amount that was claimed for credit hire was awarded; and the amount that was claimed for repairs was reduced by more than one-fifth (November 2021).



- *G v W* – successfully made submissions, so that about one-fifth of the sum that was claimed for credit hire was awarded (November 2021).
- *C v B* – successfully made submissions so that about one-third of the amount that was claimed for credit hire was awarded (October 2021).
- *S v D* – successfully made submissions, so that the claim for credit hire was reduced by about 70 percent and another head of loss was dismissed (October 2021).
- *G v A* – successfully made submissions, so that less than one-fifth of the amount that was claimed for credit hire was awarded, two heads of loss were dismissed and costs were reduced by about 40 percent (October 2021).
- *E v H* – successfully made submissions, so that the low hurdle of proving need to hire was found not to be proven and the claim for credit hire was dismissed (October 2021).
- *M v H* – successfully made submissions, so that: the claimant was debarred from asserting impecuniosity; the claim for an additional driver was dismissed; and less than 40 percent of the amount that was claimed for credit hire was awarded (September 2021).
- *H v D* – successfully made submissions, so that: 'I also used my vehicle and the hire vehicle for social and domestic purposes; such as taking my child to school on the days of the week that my wife uses the car to go to work' was found to be a bare assertion; no exception in *Hussain* (profit-earning chattels) applied; the claim for credit hire was dismissed; and the costs that were awarded were proportionate to the judgment sum (as opposed to the amount claimed) (September 2021).
- *B v S* – successfully made submissions, so that: the claimant's application for relief from sanctions was dismissed; the claim was struck out as an abuse of process; and the claimant was ordered to pay the defendant's costs on the basis that she behaved unreasonably (September 2021).
- *I v B* – successfully made submissions, so that: the period of hire was reduced by two-thirds; less than one-quarter of the amount that was claimed for credit hire was awarded; and repairs were reduced by about one-third (September 2021).
- *B v B* – successfully made submissions during a preliminary hearing, so that the claimant was debarred from asserting impecuniosity and one of the two heads of loss was dismissed (September 2021).
- *D v W* – successfully made submissions, so that the claim for credit hire was reduced by about 60 percent (September 2021).



- *R v W* – successfully made submissions, so that the claimant was debarred from asserting impecuniosity and the claim for credit hire was reduced by about one-third (August 2021).
- *L v A* – successfully made submissions, so that: the claim for recovery was dismissed; an additional driver was not allowed; and less than one-fifth of the amount that was claimed for credit hire was awarded (August 2021).
- *R v A* – successfully made submissions, so that: the claimant was debarred from asserting impecuniosity; ‘I used my own vehicle for private hire and for personal use’ was found to be a bare assertion, so that no exception in *Hussain* (profit-earning chattels) applied; the claim for over £6,000 in credit hire charges was dismissed; and the claimant was ordered to pay the defendant’s costs on the basis that he behaved unreasonably (August 2021).
- *L v A* – successfully made submissions during a preliminary hearing, so that the claimant was debarred from asserting impecuniosity and one of the two heads of loss was dismissed (August 2021).
- *P v S-C* – successfully made submissions, so that about one-third of the amount that was claimed for credit hire was awarded (August 2021).
- *L v R* – successfully cross-examined, so that a head of loss was dismissed (August 2021).
- *S v B* – successfully made submissions, so that: the claimant’s application for relief from sanctions was dismissed; the claimant was found to have been pecunious; period was reduced by about 45 percent; and the pro rata weekly rate was awarded (July 2021).
- *J v A* – successfully made submissions, so that: the claim for credit hire was dismissed; and about four-fifths of the sum claimed for repairs, about half of the sum claimed for storage and about 40 percent of the costs claimed were awarded (July 2021).
- *G v E* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire was awarded (July 2021).
- *M v T* – successfully made submissions, so that an intervention letter was found to have been served, *Copley*-compliant and that about one-quarter of the sum that was claimed for credit hire was awarded (July 2021).
- *F v G* – successfully settled on the defendant’s best possible case (July 2021).
- *B v W* – successfully made submissions, so that about 40 percent less than the amount that was claimed for credit hire was awarded July 2021).
- *N v N* – successfully made submissions, so that less than one-quarter of the sum that was claimed for credit hire was awarded, on the basis that an



intervention letter was served and *Copley*-compliant, the claimant had behaved unreasonably and the defendant was ordered to pay less than one-tenth of the costs that were claimed (July 2021).

- *C v S* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire and less than half of the costs claimed was awarded (July 2021).
- *D v A* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded (June 2021).
- *C v A* – successfully made submissions, so that a finding was made that an intervention letter was served, *Copley*-compliant and less than 23 times the sum that was claimed for credit hire was awarded (June 2021).
- *M v S* – successfully submitted that the claim for credit hire was not proved and the claimant had behaved unreasonably, so that costs of more than £750 were awarded to the defendant (June 2021).
- *N v G* – successfully cross-examined on impecuniosity, so that the claimant admitted that statements for two bank accounts had not been provided, she was found to be pecunious; and successfully made submissions, so that less than one-third of the sum that was claimed for credit hire and less than half of the costs that were claimed was awarded (June 2021).
- *M v A* – successfully cross-examined on impecuniosity, so that the claimant admitted that statements for two bank accounts had not been provided and he was found to have been pecunious (June 2021).
- *A v C* – successfully submitted that the claim should be struck out, the claimant had behaved unreasonably and that the defendant's costs should be awarded (June 2021).
- *W v C* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire was awarded (May 2021).
- *R v A* – successfully made submissions, so that the intervention rate was applied and about one-tenth of the sum on the credit hire invoice was awarded (May 2021).
- *M v E* – successfully resisted the claimant's application for relief from sanctions, so that the claimant was debarred from asserting impecuniosity; and submitted that, as the matter had to be adjourned, the claimant should pay defendant counsel's fee (May 2021).
- *C v A* – successfully agreed about a 60 percent reduction in the sum that was claimed for credit hire and submitted that the issue fee should be reduced by about one-third (May 2021).



- *Q v S* – successfully made submissions, so that: the claimant was found to be impecunious; period was reduced; and less than half of the sum that was claimed for credit hire was awarded (April 2021).
- *B v K* – successfully cross-examined, so that the claimant was debarred from asserting impecuniosity; and made submissions, so that less than one-half of the sum that was claimed for credit hire and only about 60 percent of the costs that were claimed were awarded (April 2021).
- *S v Y* – successfully made submissions, so that: less than one-tenth of the sum that was claimed for credit hire; and about 60 percent of the costs that were claimed were awarded (April 2021).
- *A v A* – successfully resisted the claimant's application for relief from sanctions, so that she was debarred from relying on impecuniosity; and made submissions, so that less than half of the sum that was claimed for credit hire was awarded (April 2021).
- *B v A* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire and about half of the costs that were claimed were awarded (March 2021).
- *C v D* – successfully made submissions, so that less than one-third of the sum that was claimed for credit hire and only about three-quarters of the costs that were claimed were awarded (March 2021).
- *F v A* – successfully: resisted the claimant's application to adjourn; and submitted that the claim for about £5,000 for credit hire be dismissed and that the claimant should pay defendant counsel's fee (March 2021).
- *B v M* – successfully: resisted the claimant's application for relief from sanctions; and made submissions, so that less than one-third of the sum that was claimed for credit hire was awarded (March 2021).
- *G v A* – successfully resisted the claimant's applications to file witness evidence out of time and for relief from sanctions in respect of a debarring order (March 2021).
- *C v W* – successfully: resisted the claimant's application for relief from sanctions; and made submissions, so that about one-ninth of the sum that was claimed for credit hire and only half of the claimant's legal representative's costs were awarded (March 2021).
- *M v A* – successfully submitted that the claimant had not overcome the low threshold of proving need for social and domestic use – the car was used 'for all general, social and domestic reasons including attending GP, hospital and dentist appointments when necessary, grocery shopping and socialising



with friends and family' – and that the correct measure of loss for a profit-earning taxi was loss of profits, so that only about one-nineteenth of the sum that was claimed for a replacement car and only half of the costs that were claimed were awarded (March 2021).

- *C v A* – successfully: submitted that the claimant was debarred from asserting impecuniosity and need for an additional driver was not evidenced; and made submissions, so that less than half of the sum that was claimed for credit hire was awarded (March 2021).
- *A v B* – successfully made submissions, so that about half of the sum that was claimed for credit hire was awarded (March 2021).
- *A v B* – successfully submitted that, as there was no evidence of need for an additional driver in the claimant's statement, that issue should be excluded; and made submissions, so that about one-third of the sum that was claimed for credit hire and only about two-thirds of the costs that were claimed were awarded (Feb 2021).
- *M v C* – successfully submitted that the claimant should pay the defendant's costs of adjourning (Feb 2021).
- *B v D* – successfully submitted that the claim for over £7,600 should be dismissed, on the basis that the low hurdle of proving need was not met by merely including the words 'social, domestic and pleasure purposes' in a witness statement (Feb 2021).
- *D v A* – successfully: submitted that the claimant was debarred from asserting impecuniosity; resisted the claimant's application for relief; and made submissions, so that less than one-quarter of the sum that was claimed for credit hire was awarded (Feb 2021).
- *B v P* – successfully resisted the claimant's application for relief from sanctions, and made submissions, so that about one-third of the sum that was claimed for credit hire was awarded and the claim for recovery was dismissed (Feb 2021).
- *H v A* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded and there was no order as to costs (February 2021).
- *F v G* – successfully made submissions, so that the intervention rate, about one-fifth of the sum that was claimed for credit hire and less than half of the costs that were claimed were awarded (February 2021).
- *S v W* – successfully made submissions, so that: the claimant's application for relief from sanctions was dismissed; less than half of the sum that was claimed for credit hire was awarded; and the legal representative's costs and the hearing fee were not



awarded (January 2021).

- *A v A* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded and there was no order as to costs (January 2021).
- *M v H* – successfully made submissions, so that the claim was struck out and about £2,500 in costs was awarded to the defendant on the basis that the claimant had behaved unreasonably (January 2021).
- *C v S* – successfully made submissions, so that the intervention rate and about one-sixth of the sum that was claimed for credit hire were awarded and there was no order as to costs (January 2021).
- *H v S* – successfully submitted that the claims for credit hire, recovery and storage should be dismissed on the basis of enforceability (January 2021).
- *T v S* – successfully made submissions, so that: about one-quarter of the sum that was claimed for credit hire was awarded; and the hearing fee was not awarded, on the basis that it was unnecessary in light of the defendant's offer (December 2020).
- *A v A & Three Ors* – successfully submitted that the claim should be struck out and costs of more than £2,700 should be awarded to the second defendant, on the basis that the claimant had behaved unreasonably (December 2020).
- *M v D & Anor* – successfully submitted that the claimant failed to overcome the low hurdle of proving need for a replacement van, so that the claim was dismissed (December 2020).
- *H v W* – successfully resisted an application for relief from sanctions; and made submissions, so that about one-third of the sum that was claimed for credit hire was awarded (December 2020).
- *P v A* – successfully made submissions, so that: about one-third of the sum that was claimed for credit hire was awarded; and the legal representative's costs were not awarded (December 2020).
- *W v U* – successfully made submissions, so that: relief from sanctions was granted; the claim was reinstated; and there was no order as to costs (December 2020).
- *R v C* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded and the hearing fee was not awarded (December 2020).
- *A v W* – successfully submitted that failure to provide an engineers' report and evidence in support of the pleaded plea of impecuniosity should be marked by awarding fixed costs and disbursements proportionate to the judgment sum (as opposed to the amount that was claimed) (November 2020).
- *A v E* – successfully made submissions, so that: the





claimant's application for relief from sanctions was dismissed; and less than one-third of the sum that was claimed for credit hire was awarded (November 2020).

- *O v W* – successfully submitted that the claimant should be awarded about half of the issue fee, despite the defendant driver being held liable for causing a road traffic collision (November 2020).
- *S v J* – successfully made an oral application to rely on evidence that only came to the judge's attention on the morning of the hearing, so that: less than half of the sum that was claimed for credit hire was awarded; and a recital was included in the final order that 'an engineers' fee is not a head of loss' (November 2020).
- *F v A* – successfully made submissions, so that less than half of the sum that was claimed for credit hire was awarded and the hearing fee was not awarded (November 2020).
- *C v H* – successfully submitted that: the claim for credit hire for over £23,000 should be dismissed, on the basis that a claim should instead have been brought for loss of profit; and that the claimant should pay the defendant's costs of about £3,500 (October 2020).
- *T v W* – successfully made submissions, so that about one-quarter of the sum that was claimed for credit hire was awarded (October 2020).
- *C v A* – successfully submitted that: the claimant was able to travel to work over a seven-day period by walking half an hour from home to the tube using public transport, and walking half an hour from the tube back home, therefore the claimant had not overcome the low hurdle of proving need for a hire car in *Giles v Thompson*; the defendant should not have to pay the legal representative's costs or the hearing fee; and a recital should be included in the order that 'the engineers' fee is not a recoverable head of loss or disbursement on the small claims track' (October 2020).
- *J v S* – successfully made submissions, so that about one-quarter of the sum that was claimed for credit hire, and about four-fifths of the sum that was claimed for repairs, was awarded, and the claimant's costs were reduced by about one-fifth on the basis that impecuniosity was pleaded but dropped at the final hearing (September 2020).
- *S v D* – successfully made submissions, so that about a third of the sum that was claimed for credit hire and less than half of the costs that were claimed were awarded (September 2020).
- *D v E* – successfully submitted that the claim for credit hire should be dismissed because the credit hire agreement was unenforceable (September



2020).

- *W v H* – successfully resisted the claimant's application for relief from sanctions, so that the claimant was debarred from asserting impecuniosity; and made submissions, so that about one-quarter of the sum that was claimed for credit hire was awarded (August 2020).
- *M v A* – successfully submitted that the claim for credit hire should be dismissed, on the basis that it should instead have been brought for loss of profit (August 2020).
- *G v A* – successfully submitted that the claimant had not proved that she was impecunious, so that the basic hire rate was awarded (August 2020).
- *N v T* – successfully submitted that: the claim for credit hire should be dismissed, on the basis that the agreement was unenforceable; and the claimant had behaved unreasonably, so that the defendant was awarded costs (July 2020).
- *B v A* – successfully submitted that impecuniosity was not proven, so that about one-third of the amount that was claimed for credit hire was awarded (July 2020).
- *V v T* – successfully submitted that an intervention letter was served, *Copley*-compliant and it was reasonable to accept the offer, so that about one-fifth of the amount that was claimed for credit hire was awarded (July 2020).
- *H v R* – in the words of the judgment: *"During careful cross-examination by defence counsel, the claimant was taken to various inconsistencies in her evidence, accepting ultimately... that certainly the documents exhibited were not the full account of her financial position."* There was no finding of impecuniosity, the basic hire rate was awarded amounting to about one-third of the amount that was claimed for credit hire and the other two heads of special damage were dismissed (July 2020).
- *L v V* – successfully represented the defendant, so that, despite the court awarding judgment for the full amount, the claimant was nevertheless found to have behaved unreasonably and ordered to pay the defendant's costs of about £800 (July 2020).
- *W v B* – successfully made submissions, so that about one-third of the sum that was claimed for credit hire was awarded (June 2020).
- *L v H* – successfully made submissions, so that about one-quarter of the sum that was claimed for credit hire was awarded and the hearing fee was not awarded, on the basis that there was no evidence of impecuniosity, and the claimant failed to beat an offer that was made before the hearing fee was due (June 2020).
- *L v A* – successfully made submissions, so that about



one-fifth of the sum that was claimed for credit hire was awarded (June 2020).

- *A v A* – successfully: resisted the claimant's application for relief from sanctions and permission to rely on evidence that was filed and served before the final hearing was relisted; and applied for the claimant to pay the defendant's costs, on the basis that the claimant had behaved unreasonably (May 2020).
- *H v T* – successfully made submissions, so that about one-quarter of the amount that was claimed for credit hire was awarded and nothing was awarded for three of the other heads of loss (May 2020).
- *S v S* – started to cross-examine the claimant on discrepancies in the evidence before he left the hearing and successfully submitted that; the claim should be dismissed as the burden of proof had not been discharged; and that the claimant had behaved unreasonably by leaving the hearing, so that the court awarded costs to the defendant (April 2020).
- *S v Z* – successfully submitted that, although the claimant had substantially succeeded, no costs should be awarded to mark that the claimant had behaved unreasonably including for the reason that the claimant's statement was materially incorrect before it was adopted (without amendment) as her evidence in chief (April 2020).
- *C v A* – successfully submitted that there was no evidence that the claimant needed to hire a vehicle and although the matter was adjourned to allow further evidence, it was on the condition that the claimant pay the defendant's costs to be assessed if not agreed (April 2020).
- *W v C* – successfully made submissions, so that less than half of the amount that was claimed for credit hire was awarded (March 2020).
- *V v R* – successfully: applied for relief from sanctions about a month before trial, after admission of serious and significant breaches of court directions without good reason; made an oral application for permission to rely on documents evidencing the claim for special damages that had only been filed and served three days previously; and resisted the defendant's application for costs (about £8,000) that exceeded fixed recoverable costs (£300) (March 2020).
- *A v S* – successfully submitted that: the court should dismiss the claim; and that the claimant behaved unreasonably, so that the claimant should pay the defendant's costs (March 2020).
- *M v C* – successfully made submissions, so that about one-fifth of the amount that was claimed for



credit hire was awarded (March 2020).

- *K v E* – successfully made submissions, so that less than half of the amount that was claimed for credit hire was awarded (February 2020).
- *S v N* – successfully made submissions, so that about one-fifth of the sum that was claimed for credit hire was awarded (February 2020).
- *W v B* – successfully submitted that: the claim for diminution in value, policy excess and interest should be dismissed; and that the counterclaim for the defendant's policy excess, the defendant insurer's outlay and interest should be allowed (February 2020).
- *B v A* – successfully submitted that: the claims for credit hire, engineers' fee and interest should be dismissed; and that the hearing fee should not be awarded, on the basis that the claim for repairs was admitted in the defence (February 2020).
- *T v C* – successfully made submissions, so that the claim for credit hire was dismissed (February 2020).
- *W v C* – successfully made an oral application: to strike out the claim as an abuse of process; and that the claimant behaved unreasonably, so that the claimant was ordered to pay costs of £1,000 to the defendant (February 2020).
- *L v P* – successfully made submissions, so that the hearing fee was not awarded, despite judgment for about £6,000 (February 2020).
- *P v M* – successfully applied: to strike out the only head of loss in dispute; and for the defendant's costs on the basis that the claimant had behaved unreasonably (January 2020).
- *E v A* – successfully: resisted an application to add another defendant; invited the court to strike out the claim; and applied for the defendant's costs on the basis that the claimant behaved unreasonably (January 2020).
- *C v W* – successfully submitted that the claim for credit hire should be dismissed as need was not made out (January 2020).
- *P v T* – successfully made submissions, so that: about one-eighth of the amount that was claimed for credit hire was awarded; and fixed costs were reduced so that they were proportionate to the judgment sum (as opposed to the amount claimed) (January 2020).
- *B v P* – successfully made submissions, so that: about one-ninth of the sum that was claimed for credit hire was awarded; and the costs that were claimed were reduced (November 2019).
- *K v B & Anor* – successfully applied to strike out the claimant's claim for about £12,000 in respect of credit hire, on the basis that there was a legitimate concern with the claimant's level of English, and, in



absence of a translated witness statement, the court could not place any weight on it (October 2019).

- *B v M* – successfully settled on the defendant's terms for about one-third of the amount that was claimed (October 2019).
- *H v A* – successfully submitted that an intervention letter was *Copley*-compliant and served on the claimant's solicitors, who were acting as agents for their client, and so, due to the agent's failure to pass this letter on to the claimant, about one-eighth of the amount that was claimed for credit hire was awarded (October 2019).
- *S v I* – successfully settled on the defendant's terms (September 2019).
- *P v E* – successfully resisted an application to adjourn a trial, during which, the court opined on the claimant's submissions that: "I have never heard such rubbish in my life ... That is total nonsense" (August 2019).
- *B v L* – successfully: made an oral application to strike out the case as an abuse of process; and submitted that the claimant behaved unreasonably, so that the defendant's costs were awarded in the sum of £2,500 (October 2019).
- *V v A* – adjourned when the defendant's witnesses did not attend, and, on behalf of the defendant, successfully secured a finding of unreasonable behaviour, so that the claimant was ordered to pay the defendant's costs of resisting the claimant's (successful) application for relief from sanctions (July 2019).
- *G v U* – successfully: challenged the claimant's witness statements (on the basis that neither complied with court directions, including stating the names of the parties, case number, and the address of the witness); and submitted that there was no evidence of loss in respect of damages for a fleet vehicle, so that, although the cost of repairs was allowed, the claimant was limited to half of his fixed costs (July 2019).
- *K v H* – successfully challenged the claimant's written evidence, which attempted to rebut the defendant's basic hire rates evidence, on the basis that that witness was employed by a subsidiary of a relevant company and so that witness was not independent (July 2019).
- *M v H* – successfully rebutted a plea of impecuniosity, by eliciting in cross-examination that statements for a relevant bank account had not been disclosed and rebutted fast track costs, despite particulars of claim for more than £10,000, so that the 'normal track' was the fast track (June 2019).
- *D v K* – successfully submitted that the claim should be dismissed on the basis that need for a hire



vehicle was not established (February 2019).

## Public inquiry

- *Office of the Traffic Commissioner v S* – successfully represented the company, owner and transport manager, so that the Commissioner ended the inquiry by stating that: “Mr [S], let me tell you. If you did not have Mr Bright, you would not be leaving with your licence” (March 2023).
- *Office of the Traffic Commissioner v R* – successfully represented the company and director of that company, so that the indication was given that the Traffic Commissioner was unlikely to call either to public inquiry (March 2022).
- *Office of the Traffic Commissioner v L* – successfully made submissions, so that there was no further regulatory action (except undertakings) after a public inquiry to consider the good reputation of the licence holder and director to hold the licence (February 2022).
- *Office of the Traffic Commissioner v T* – successfully submitted that there should be no further regulatory action after a public inquiry to consider the good reputation of the licence holder and transport managers to hold the licence (December 2021).
- *Office of the Traffic Commissioner v S* – successfully submitted that there should be no further regulatory action after a public inquiry to consider the fitness of the company and its director to hold the licence (December 2021).
- *Office of the Traffic Commissioner v G* – successfully represented a sole trader, so that, although an operator licence was revoked and a disqualification as transport manager was ordered, there was no disqualification as an operator (July 2020).
- *Office of the Traffic Commissioner v P* – successfully: represented a company in a public inquiry, considering whether the operator was of good reputation and had appropriate financial standing; invited the commissioner to hear from the director of that company, who was not able to verify his identity in accordance with the letter calling that company to public inquiry; made an oral application for a period of grace before a standard national goods vehicle licence for five vehicles and seven trailers was revoked, despite failure to produce original or certified copies of evidence demonstrating financial standing; and avoided regulatory action despite the commissioner finding “a problem with the maintenance documents” (November 2019).
- *Office of the Traffic Commissioner v D & Anor* – successfully: represented two companies in a public inquiry considering the fitness of those companies



and their directors to hold an operator licence; and applied for a restricted goods operator's licence to authorise the use of three vehicles (September 2019).

## Property

Dominic's property practice primarily includes commercial, residential and injunctive relief.

He represented the freehold owner of 24 flats during leasehold enfranchisement proceedings. Dominic has also secured possession and interim possession orders against "persons unknown", a "warrant of restitution" and an "acquisition order".

Dominic advised on express, implied and prescribed easements (rights of way) in relation to two pieces of land (one registered and the other unregistered) for which planning permission was granted for new developments utilising new entry and egress points.

He drafts statements of case, including applications for new commercial tenancies, relief from forfeiture and disrepair defences. Dominic also advises on breach of covenant, derogation of grant and arbitration clauses.

He wrote a leading article in the New Law Journal on the repeal of "no-fault" evictions: '**Section 21 Sent Packing**'. He also assisted Simon Brilliant to update 'Trespass to Land' in volume 40(1) of **Atkin's Court Forms** (Practice and Forms).

Dominic is an Associate Member of the **Property Bar Association**.

## Commercial

- *D v S* – successfully applied to strike out the defence, judgment for over £16,000 in respect of service charges and about £5,500 costs (September 2023).
- Particulars of claim for possession on the basis of forfeiture, judgment for about £40,000, mesne profits, interest of about £4,000 and costs (September 2022).
- *G v T & Anor* – successfully applied for outright possession, judgment for about £150,000, about £6,000 interest, mesne profits and costs as claimed (September 2023).
- *G v D & Anor* – successfully applied for permission to amend the claim form, outright possession, judgment for about £145,000, about £5,300 interest, mesne profits, and costs as claimed (September 2023).
- *M v F* – drafted pleadings claiming possession of a commercial property following breach of covenant to pay rent and insurance rent (August 2023).



- *V v N* – successfully made submissions, so that possession, judgment for about £6,000, about £1,300 mesne profits, and contractual costs on the indemnity basis of over £10,500 were awarded (August 2023).
- Advice on proceedings following peaceful re-entry by the landlord, forfeiture and the tenant then forcing his way back into the commercial property (August 2023).
- Advice on non-payment of rent, dilapidations and forfeiture in respect of a commercial property (July 2023).
- *V v N* – drafted pleadings claiming possession on the basis of breach of covenant to pay rent and forfeiture (June 2023).
- Advice on the relationship between demanding rent, waiver and forfeiture in respect of a commercial property (June 2023).
- Advice in relation to whether new rights of way by express grant were needed in relation to two pieces of land for which planning permission was granted utilising new entry and egress points (May 2023).
- *M v N* – successfully applied to substitute the name of the claimant and for possession on behalf of a mortgagee (January 2023).
- *G v D & Anor* – successfully applied for possession, judgment for over £160,000, mesne profits and costs as claimed (January 2023).
- *T v A* – successfully made submissions on behalf of the applicant, so that unless the respondent responded to the applicant's Scott schedule within 21 days, the First-tier Tribunal would proceed to a determination without the participation of the respondent (January 2023).
- *H v C* – successfully made submissions, so that although the defendant admitted the claim for rent arrears, the claims relating to utility arrears, replacement of a lock, carpet cleaning and damage to the ceiling and walls were dismissed, the counterclaim for harassment was allowed, the claimant was not awarded any costs and the defendant was awarded costs on the basis that the claimant behaved unreasonably (October 2022).
- Advice in conference on filing a reply to the defence and prospects following an application for a new commercial tenancy (November 2021).
- Claim form and particulars of claim for a new commercial tenancy (August 2021).
- Advice in conference on behalf of the owner of commercial property, where possible causes of action against the manager of the property included breach of contract and unjust enrichment (August 2021).
- Advice in a potential claim of more than £75,000,





where the issues included assignment, voluntary and involuntary bailees and abandonment, and possible causes of action included conversion and / or trespass to goods, negligence as far as it results in damage to goods or loss to or of an interest in goods and unjust enrichment (July 2021).

- Advised leaseholders renting out a property to tenants on: prospects of successfully defending a claim for service charges, internal and external building costs; whether the incoming leaseholder is responsible for the unrecovered service charge of the outgoing leaseholder; how to challenge the service charge on the basis of reasonableness; and whether the landlord has a contractual right to costs on the indemnity basis (September 2020).
- *A v M* – represented a bank seeking possession and money judgment for more than £135,000, pursuant to alleged mortgage arrears (June 2018).
- Advised commercial tenant on prospects of successfully applying for relief from forfeiture, the impact of new legal protections for business tenants in the Coronavirus Act 2020, and the form and substance of a 'Reactivation Notice' requesting a hearing (September 2020).
- Advice following grant of an overriding lease on how to regain possession, claim rent in the sum of over £30,000 and costs paid to the landlord under the terms of an authorised guarantee agreement (November 2019).
- *A v K & Anor* – successfully applied to set aside judgment in a commercial property case and invited the court to include the following recital in the order: 'UPON noting that the application was necessary due to an administrative error of the court AND UPON noting that the defendants may write to the court, requesting the costs of the application' (September 2019).
- Advice in a commercial property dispute, following alleged breach of contract for services to become the operator of a petrol filling station (February 2019).
- *P v I* – successfully applied for the defendant's costs on the indemnity basis, after relief from forfeiture was granted to the claimant (January 2019).
- *G v M* – successfully secured permission to apply for relief from forfeiture out of time, file an amended defence, bring a counterclaim out of time and specific disclosure to provide bank statements (January 2019).

## **Enfranchisement**

- *S v S* – successfully represented the freehold owner of 24 flats in an application for determination of the terms of acquisition remaining in dispute, namely: the combined freehold vacant possession value of all



flats; the ground rent capitalisation rate; whether seven parking spaces were appurtenant property; the value of the appurtenant property; and the total sum payable for the freehold interest (November 2022).

### **“Persons unknown”**

- *I v Persons Unknown* – successfully applied for outright possession forthwith and transfer to the High Court for enforcement (November 2023).
- *O v G & Persons Unknown* – successfully applied for possession, the first defendant (who was a named party) pay for costs as claimed of over £4,000 and transfer to the High Court for enforcement (January 2023).
- *S v Persons Unknown re C Road* – successfully applied for a possession order against “persons unknown” (February 2022).
- *S v Persons Unknown re P Road* – successfully applied for an interim possession order (October 2021).
- *S v Persons Unknown re Q Road* – successfully applied for an interim possession order (October 2021).

### **Residential**

- *S & Two Ors v A* – successfully applied for possession, judgment for over £20,000, about £1,000 interest, daily rent charges, contractual costs as claimed, release of the deposit and transfer to the High Court for enforcement (January 2024).
- *M v G & Two Ors* – successfully applied for possession and judgment of over £310,000 against the first and second defendants (December 2023).
- *T v O* – successfully applied for possession on the basis of rent arrears and daily rent charges, despite a defence of set off and counterclaim for damages limited to £25,000 (December 2024).
- *G v M* – successfully made submissions, so that time for compliance with a previous order, permission to amend the particulars of claim, possession on a mandatory ground, judgment for about £15,000, daily rent charges and costs as claimed were granted (December 2023).
- *L v N* – successfully applied for possession, judgment for about £7,000, daily rent charges, and costs as claimed (December 2023).
- Drafted reply and defence in respect of a mortgage possession claim, where the issues included non est factum, misrepresentation, an overriding interest, priority of interests and subrogation (November 2023).
- *B v O & Anor* – successfully applied for possession,



judgment for about £1,000, rent charges and costs (September 2023).

- *S v J* – successfully applied for possession, judgment for over £15,000, rent charges, contractual costs of about £2,000 and return of the deposit (November 2023).
- *E v D* – successfully settled a claim for possession and counterclaim for disrepair on the day of trial (October 2023).
- *W v J & Anor* – particulars of claim for an injunction and damages for obstruction of a right of way and an injunction and damages for trespass (November 2023).
- Drafted particulars of claim for possession in respect of a property let on a long lease, mesne profits and contractual costs (September 2023).
- *S v H & Two Ors* – successfully applied for possession forthwith, loss of use and occupation charges of about £3,000 and about £2,000 costs (September 2023).
- Pleadings claiming forfeiture of a long lease following judgment that service charges were owed and service of a section 146 notice (August 2023).
- Advice on prospects of injunctive relief, derogation from grant and the value of a potential claim in respect of a forecourt that was being used by a nearby hotel as a beer garden (August 2023).
- *M v S* – successfully applied for an outright possession order within six weeks in a mortgage possession claim (August 2023).
- *F & Anor v G* – successfully negotiated settlement in a mediation on the day of a fast track trial, in which judgment for about £35,000, about £3,500 interest and about £15,000 costs were claimed with a counterclaim pleaded up to £25,000 (August 2023).
- *J v M* – successfully applied for possession, judgment for over £22,500, daily rent charges, costs, release of the deposit and transfer to the High Court for enforcement (July 2023).
- Advice on applications surrounding an appeal (July 2023).
- Advice in conference on the pleadings, issues, expert report, existing offers, future offers and costs (July 2023).
- *S v O* – successfully applied for possession forthwith, judgment for £16,500, daily rent charges, contractual costs of about £1,500 and release of the deposit (July 2023).
- *A v T* – successfully made submissions, so that the application to suspend the warrant and an oral application to set aside the possession order were dismissed and the defendant was ordered to pay the claimant's costs (July 2023).
- *H v L* – successfully applied for possession, judgment



for about £8,000, daily rent charges, and contractual costs as claimed (July 2023).

- *E v E* – drafted Part 35 questions to an expert in respect of alleged disrepair, including on issues relating to mice, blockages and a leak (June 2023).
- *G v K* – successfully made submissions, so that the application to set aside a possession order was dismissed (June 2023).
- *G v G* – successfully made submissions, so that a suspended possession order on terms was made (June 2023).
- *R v A* – successfully applied for possession pursuant to a deed to surrender, judgment for about £3,000, interest, loss of use and occupation charges, costs of about £2,500 and a direction that the deposit may be released in part-payment of the above sums (May 2023).
- *X & Anor v A* – successfully applied for possession, judgment for over £8,000 and costs as claimed (May 2023).
- *B v P* – successfully made submissions, so that possession, judgment for £24,000, loss of use and occupation charges and costs were ordered (April 2023).
- *N v M* – successfully applied for permission to amend the pleadings and a suspended possession order on terms with a money judgment and costs suspended on those terms (April 2023).
- *B v T* – successfully made submissions, so that the third party's application to be added to proceedings was dismissed and possession and costs were ordered (April 2023).
- *N v R & Anor* – successfully agreed directions for trial ahead of the hearing, including that the second defendant pay loss of use and occupation charges from expiry of the notice to quit until possession was recovered (April 2023).
- *B v O* – successfully made submissions, so that possession was ordered pursuant to a section 21 notice seeking possession, permission was granted to amend the claim so as to claim rent arrears and costs were awarded (April 2023).
- *B & Two Ors v G & Anor* – successfully cross-examined and made submissions, so that damages were awarded following loss and damage caused by a cistern that froze, cracked and caused water to pour into a flat on a floor below, due to the defendants' negligence in failing to turn off the water and / or heat an unoccupied property in winter (March 2023).
- *P v W* – successfully made submissions, so that possession, judgment for about £5,700, interest, use and occupation charges, release of the deposit, and contractual costs was awarded (March 2023).



- *S v N* – successfully made submissions, so that a suspended possession order was granted on terms of payment of current rent plus an additional amount and the defendant pay costs (March 2023).
- *G v D & Anor* – successfully cross-examined and made submissions, so that after trial on the issue of whether at least one suitable alternative property was offered to a “would be successor”, possession, judgment for £3,000, use and occupation charges and over £8,500 costs (subject to LASPO) were awarded (March 2023).
- *S v C* – successfully made submissions so that costs as claimed were awarded after the application to set aside a possession order was dismissed (March 2023).
- *W & Anor v D* – successfully made submissions, so that possession on the basis of a section 21 notice seeking possession, judgment for about £15,000, loss of use and occupation charges and £3,000 costs was awarded (March 2023).
- *C v M* – advised on prospects of a claim for breach of the covenant of quiet enjoyment and / or derogation from grant and likely cost of arbitration under an arbitration clause, when an adjacent hotel was using a forecourt as a beer garden, causing a nuisance and interfering with the use of the property (February 2023).
- *H v C* – successfully made submissions pursuant to the accelerated procedure for possession and expiry of a section 21 notice seeking possession, so that possession and costs were awarded (February 2023).
- *S v C* – successfully applied for possession, loss of use and occupation charges (February 2023).
- *F & Anor v G* – successfully made submissions for the claimant, so that unless the defendant paid the issue fee within seven days he would be debarred from bringing his counterclaim and permission was granted to rely on a statement of case that was out of time (February 2023).
- *B v C* – successfully made submissions, so that possession, judgment for over £8,000, loss of use and occupation charges and £3,500 costs (subject to LASPO) were awarded (January 2023).
- *A v K* – defence denying disrepair, rising damp and mould (January 2023).
- *J & Anor v S & Anor* – amended reply to the defence and defence to the counterclaim, denying illegal eviction, assault, battery, theft of jewellery and aggravated damages (January 2023).
- *P v W & Anor* – successfully applied for possession, use and occupation charges of over £9,000 and costs as claimed (January 2023).
- *E v D* – reply to the defence and defence to the counterclaim alleging disrepair, including broken



and dangerous lights, no heating or hot water and mice (January 2023).

- Advice on the merits of bringing a claim for £75,000 in respect of the balance owed, an oral agreement between cohabitantes and thereby change in the common intention to hold a property in equal shares following purchase in joint names (December 2022).
- *B v C* – successfully made submissions, so that possession, judgment for over £10,000, use and occupation charges and costs of about £1,000 were awarded (December 2022).
- *W v G* – defence to a claim alleging disrepair to the hallway, kitchen, bathroom and bedroom (December 2022).
- *S v P* – successfully made submissions, so that possession, judgment for about £11,000, use and occupation charges and costs as claimed of about £2,000 were awarded (December 2022).
- *M v G* – defence in a claim alleging disrepair (to the entrance, living room, bedroom, bathroom, exterior and installations) and that the property was unfit for human habitation (December 2022).
- *N v J* – successfully made submissions, so that possession against a serving prisoner, judgment for about £4,000, loss of use and occupation charges and costs as claimed were awarded (November 2022).
- *S v U* – successfully made submissions, so that possession, judgment for over £7,500, loss of use and occupation charges, interest and costs as claimed were granted (November 2022).
- *J & Anor v B & Anor* – drafted reply to the defence and defence to the counterclaim alleging illegal eviction, assault and battery, theft and claiming aggravated damages (November 2022).
- *K v T* – successfully made submissions, so that an order for possession was made and directions were given in respect of the money claim and counterclaim (November 2022).
- *N v N* – successfully made submissions, so that the defendant's application to postpone eviction was dismissed and he was ordered to pay the claimant's costs as claimed (November 2022).
- *J v T & Anor* – successfully made submissions, so that possession forthwith, judgment for over £3,500 and costs of over £2,500 were awarded (November 2022).
- *G v C* – successfully submitted that the claim be transferred to Part 7 and allocated to the fast track (October 2022).
- *N v B* – successfully made submissions, so that a second defendant was added, directions were made and costs were reserved (October 2022).
- *J & Anor v A* – successfully submitted that a second



defendant should be added and there should be a recital in the order recording that the defendants agreed to pay the rent arrears and current rent (October 2022).

- *P v B* – successfully applied for substitution of the claimant, the defendant to be debarred from defending the claim and listing in the undefended possession list on the earliest available date (September 2022).
- *G v P* – successfully applied for possession, judgment for about £7,000, use and occupation charges, access to the deposit and costs as claimed (August 2022).
- *R v H* – successfully applied for possession, use and occupation charges and costs as claimed (August 2022).
- *S v I* – successfully negotiated settlement for the court to approve on terms including that an order for possession should be made and that the counterclaim for disrepair should be dismissed (August 2022).
- *L v K* – successfully applied for possession, judgment for over £20,000, use and occupation charges and £1,500 costs (July 2022).
- *B v M & Anor* – drafted the reply to the defence and defence to the counterclaim resisting allegations of damp, disrepair and damage (July 2022).
- *B v M & Anor* – successfully made submissions, so that possession was granted and directions were made in respect of the money claim, counterclaim and costs thereof (June 2022).
- *P & Anor v O* – successfully applied for possession, judgment for about £18,500, use and occupation charges, release of the deposit and costs as claimed (May 2022).
- *N v P & Anor* – successfully applied for possession, judgment for about £5,300, use and occupation charges and costs as claimed (May 2022).
- *S & Anor v K & Three Ors* – successfully made submissions, so that the claim was allowed with about £350 interest, the counterclaim was dismissed, and the defendants were ordered to pay about £10,000 to the claimants in costs (April 2022).
- *P v K & Anor* – successfully made submissions, so that possession and costs were awarded under the accelerated procedure for possession (March 2022).
- *R v W* – successfully made submissions, so that a conditional possession order, money judgment for about £6,100 and costs were awarded (March 2022).
- *R v G & Two Ors* – successfully made submissions, so that possession, a money judgment, use and occupation charges and costs were awarded (2 March 2022).
- *R v O* – successfully made submissions, so that an



unless order was made, directing that unless a defence was received within about three weeks the defendant would be debarred from defending the claim, and costs in the case were granted (2 March 2022).

- *R v N* – successfully made submissions, so that possession and costs of about £600 was awarded (2 March 2022).
- *T & Anor v M* – successfully applied for possession, a money judgment for £10,000, use and occupation charges, costs and permission to use the tenancy deposit in part-payment (February 2022).
- *N v G* – successfully applied for possession, a money judgment for about £3,300, loss of use and occupation charges and costs of over £1,000 (February 2022).
- *P v H* – successfully applied for a warrant of restitution (in aid of a warrant of possession) and costs of the application (February 2022).
- *S & Anor v K & Three Ors* – successfully applied for judgment on the counterclaim to be set aside, and permission to rely on the reply to the defence and defence to the counterclaim and an expert report (January 2022).
- Advice in conference on an application to set aside default judgment in absence of a defence to the counterclaim, and an application to rely on expert evidence (January 2022).
- *C v K* – successfully made submissions, so that possession, a money judgment for about £5,500, interest, use and occupation charges, over £1,500 in costs and permission to use the tenancy deposit in part-payment were awarded (January 2022).
- *C v C* – successfully made submissions, so that possession, a money judgment for about £23,000, use and occupation charges, costs of £1,200 and permission to transfer to the High Court for enforcement were granted (January 2022).
- *M v V* – successfully made submissions, so that an unless order was made directing that, unless a fully particularised defence was filed and served within 21 days, the defendant would be debarred from defending the claim for possession, and a money judgment and use and occupation charges would be awarded (January 2022).
- *P v S* – successfully applied for possession forthwith, judgment for over £1,200, use and occupation charges and substantial costs on the basis that fixed costs did not apply (November 2021).
- *N v M* – successfully made submissions, so that permission was given to file and serve amended statements of case (with the correct tenancy agreement attached) and there was no order as to costs (November 2021).





- *A v W* – successfully applied for: possession; judgment for about £34,000; interest of over £650; use and occupation charges; use of the deposit of about £2,500 in part-payment; and costs as claimed of over £1,500 (November 2021).
- *W v T* – successfully applied for possession and costs under the accelerated procedure for possession (November 2021).
- *F & Anor v H* – successfully applied for an outright order for possession, arrears of over £30,000, about £500 interest and costs of about £2,000 (August 2021).
- *B v G & Two Ors* – successfully applied for an outright order for possession forthwith, arrears of about £4,000 and costs reserved against the first defendant (July 2021).
- *B v F & Two Ors* – successfully submitted that more than £10,750 should be awarded against the first defendant, about £13,000 against the second defendant, and that the latter pay the claimant's costs (July 2021).
- *C v Q* – successfully resisted an oral application for relief from sanctions, so that the defendant was debarred from defending the claim or bringing a counterclaim, submitted that the sum claimed with more than £620 interest should be awarded and that the claimant had a contractual right to costs, so that costs of more than £4,300 was awarded (June 2021).
- *C v A* – successfully applied for an outright order for possession forthwith, arrears of over £12,000, £150 interest and costs of over £1,500.
- *M & Anor v L* – successfully applied for an acquisition order, enabling the claimant leaseholders to acquire the freehold title, on grounds including that their landlord could not be found, plus full costs of about £6,000 (following a successful application for relief from sanctions after the claim was struck out) (July 2020).
- *C v M* – successfully applied for possession on two discretionary grounds, a money judgment for about £6,000, daily occupation charges up to the date of possession, use of the tenancy deposit in part-payment and full costs of about £1,000 (March 2020).
- *K v K* – successfully applied for possession, a money judgment for about £7,000, interest, daily occupation charges up to the date of possession, use of the tenancy deposit in part-payment, and permission to appeal on the issue of costs because it was submitted that there was a contractual right to costs (March 2020).
- *H v H* – successfully applied for possession and costs of over £1,000 (January 2020).
- *H v S & Three Ors* – successfully applied to dispense



with service of a section 8 notice, secured an order for possession on the basis that there was a breach of the tenancy agreement (subletting via Airbnb, Expedia and booking.com) and costs of about £2,500 (December 2019).

- *S v A & Anor* – successfully settled an appeal on the day of the appeal hearing, so that the defendants agreed to give the claimant possession forthwith (November 2019).
- *G & Anor v F & Anor* – successfully applied for possession and both defendants to pay costs of about £5,000 (November 2019).
- *H & Anor v F* – successfully applied for possession, a contractual rate of interest on outstanding rent arrears, and full costs (October 2019).
- *W v R* – successfully applied to strike out the defence and counterclaim (alleging disability discrimination, sex discrimination, harassment, breach of the right to quiet enjoyment, injury to feelings, psychological damage, aggravated health, and seeking awards for aggravated damages, exemplary damages, and restitutionary damages). The judge concluded: *“For reasons which have been set out in Mr Bright’s skeleton argument, I have concluded that there is no merit in the defence and no merit in the counterclaim.”* The claimant was awarded possession and all of his costs in the sum of about £4,300 (September 2019).
- *O v T* – successfully applied for possession on a discretionary ground (August 2019).
- *P v A & Anor* – successfully applied for possession and costs of about £1,300 (August 2019).
- Advice following a tenant complaining of water damage, allegedly caused by a damaged pipe on her neighbour’s property (August 2019).
- *U v E* – successfully made an oral application on the day of trial for summary judgment in the sum of about £10,000. (January 2020).
- *H v O-B* – successfully applied for relief from sanctions, and that the claim be reinstated, despite the finding that there was a serious and significant breach of a court order, for which there was no good reason, and that the application was not made promptly (November 2019).
- *S v F & Anor* – successfully made an oral application for judgment against both defendants for around £40,000 and costs of about £11,000 in a directions hearing (September 2019).
- *E v M* – successfully facilitated settlement for a five-figure sum, following a nine-and-a-half-hour mediation, after proceedings were issued, alleging personal injury and disrepair to property (April 2019).
- *T v I* – successfully applied for an injunction following an allegation of nuisance (December 2018).



- *G v L* – successfully resisted an application to suspend a warrant (November 2018).
- *M & Anor v L* – successfully applied for relief from sanctions, and an acquisition order (December 2018).

## **Injunctive relief**

- *N v D* – *successfully made submissions, so that an injunction for over three months and costs as claimed were awarded (August 2023).*
- *N v B* – successfully made submissions, so that an injunction was granted for 12 months with a penal notice and costs as claimed (February 2023).
- *N v C* – successfully made submissions, so that an injunction was granted for 18 months with a penal notice and costs as claimed (November 2022).
- *W v G* – successfully made submissions, so that an injunction was granted and costs as claimed were awarded (October 2022).
- *N v G* – successfully made submissions, so that an injunction was granted and costs as claimed were awarded (October 2022).
- *N v A* – successfully made submissions, so that an injunction was granted and costs as claimed were awarded (October 2022).
- *N v S* – successfully made submissions, so that an injunction was granted and about £1,500 costs was awarded (August 2022).
- *M v B* – successfully made submissions, so that an injunction, penal notice and over £2,500 costs were awarded (February 2022).
- *N v K & Anor* – successfully applied for an injunction and costs as claimed (February 2022).
- *N v A* – successfully applied for an injunction with a penal notice and costs as claimed (November 2021).
- *N v J* – successfully applied for an injunction with a penal notice and costs as claimed (November 2021).
- *N v R* – successfully applied for an injunction to inspect, service and carry out remedial works on the landlord's property, remaining in force for about a year with an attached penal notice and costs as claimed (October 2020).
- *L v K* – successfully applied for an injunction to inspect, service and carry out remedial works on the landlord's property, remaining in force for 18 months with an attached penal notice and costs of about £1,700 (April 2020).

## **Technology**

Dominic has a particular interest in advising, representing and supporting individuals, governmental and non-governmental organisations on national, regional and international norms regulating emerging, existing and evolving technologies. This includes small, unmanned



aircraft on which he wrote a leading article: ‘[Drones, Airprox and the Regulatory Environment: Cause for Concern?](#)’

He is the editor of [Jus Cogens](#), the online journal providing news, expert analysis and compelling opinion with an eye to the emergence, regulation and enforcement of hard and soft norms surrounding novel technologies. Dominic was a legal intern in national implementation measures at the [Verification Research, Training and Information Centre](#), providing cost-free assistance to interested states for adherence to and legislative implementation of international instruments, including those focusing on chemical, biological, nuclear and radiological weapons and the security of related materials. He was also commissioned by [Stephen Tromans QC](#) – a leading practitioner in oil and gas exploration, nuclear and renewable energy – to assist with updating the seminal practitioner text: [Nuclear Law \(2010\)](#).

Dominic was awarded Distinction for the module ‘Law and the Technologies of the Twenty-First Century’ as part of a Master of Laws (LL.M) at King’s College London. He was taught by [Professor Roger Brownsword](#): author of [Law, Technology and Society: Re-imagining the Regulatory Environment \(2019\)](#); founding general editor of the journal [Law, Innovation and Technology](#); and on the editorial board of [Modern Law Review](#), [International Journal of Law and Information Technology](#), and [Journal of Law and the Biosciences](#).

## Construction

Dominic provides advice, drafting and representation in commercial disputes related to construction operations.

He has advised on prospects, offers and strategy before proceedings. Dominic has drafted proceedings for breach of contract, alternatively quantum meruit, following substantial construction operations, as well as to enforce an adjudication award. He has also provided successful representation at trial.

Dominic’s construction-related articles include:

- **‘[Technology and Construction Court: Global Hub of Legal Expertise?](#)’**
- **‘[Brexit, the Draft Withdrawal Agreement, and the Construction Industry: Three Areas for Concern](#)’**

Dominic is a member of the [Technology and Construction Bar Association](#).

## Recent instructions

- *T v M & Anor* – drafted particulars in a claim for



breach of contract, alternatively quantum meruit, following internal and external redecoration works and installation of anti-flood devices (March 2024).

- *E v B* – successfully made submissions, so that the claimant company was refused relief from sanctions and therefore permission to rely on its witness statements, the claim was dismissed and the claimant was ordered to pay the defendant's costs, despite dismissal of the counterclaim (January 2024).
- Advice in conference in respect of building works totalling about £70,000 (December 2023).
- *A v H* – drafted pleadings to enforce an adjudication award in favour of a home buyer against a home builder for about £26,500 and over £1,000 interest (August 2023).
- Drafted Tomlin order on behalf of a property developer, who sold a property well in excess of £1 million, before the purchaser issued a claim for breach of contract, including allegations that construction work caused the death of 12 beech and sycamore trees (August 2021).

## Professional Negligence

Outside medical contexts, contract provides the basis for most professional relationships. Dominic's understanding of contractual principles informs his advice. After rigorous contractual analysis, it is often possible to determine the scope of services that were agreed, express and implied duties.

## Recent instructions

- *T v S* – particulars of claim for breach of contract and / or damages for negligence including exemplary damages arising out of the service carried out by the defendant firm of solicitors in drafting and agreeing a defective commercial lease (December 2022).
- *C v O & Anor* – claim form and particulars of claim for breach of contract and / or damages for negligence arising out of the service carried out by the first defendant (January 2022).
- Advised landlord in conference following an agent's alleged failure to manage a property, resulting in loss claimed of about £40,000 (October 2021).

## Personal Injury

Dominic's personal injury practice is founded upon repeat instructions by professional clients acting for defendant insurers where credit hire, liability and / or pain suffering and loss of amenity are in dispute.

He has successfully applied for a substantial third party costs order against a credit hire company.



Dominic has also successfully submitted that a claimant is fundamentally dishonest, QOCS should be disapplied because the claimant's conduct was likely to obstruct the just disposal of proceedings and applied for his professional client to come off the record.

He has a proven track record of successfully submitting that claims should be dismissed, struck out and / or that costs should be awarded to the defendant on the basis that the claimant had behaved unreasonably.

In *London Borough of Islington v Borous* [2022] EWCA Civ 1242, Dominic acted as sole counsel on behalf of the appellant in the first of two, combined, second appeals.

He co-authored a **comprehensive case summary on the leading authority analysing Qualified One-way Costs Shifting**.

## Liability

- *S v B* – successfully cross-examined and made submissions, so that the claim for about £20,000 in credit hire charges and general damages for pain, suffering and loss of amenity was dismissed, the counterclaim for about £10,000 was allowed and costs of the counterclaim as claimed were awarded (November 2023).
- *D v T* – successfully cross-examined and made submissions, so that the defendant was found liable (September 2023).
- *B v B* – *successfully made submissions, so that the claim was dismissed (June 2023).*
- *A v M* – *successfully negotiated settlement on the day of trial for £3,500 in respect of pain, suffering and loss of amenity, over £3,000 for vehicle damage and costs of about £8,000 (June 2023).*
- *W v H* – successfully cross-examined and made submissions, so that the claim was allowed and more than 115 percent of the amount for PSLA that was sought was in fact awarded (March 2023).
- *S v B* – successfully applied to adjourn a fast track trial when it was called on because, without explanation, the defendant did not attend (February 2023).
- *H v E* – successfully cross-examined, so that the claimant's witness admitted that not only did she know him, she lived with him, and made submissions so that the claim was dismissed and the defendant was awarded the costs it claimed on the basis that the claimant had behaved unreasonably (February 2023).
- *F v R* – successfully made submissions, so that the claim was dismissed (February 2023).
- *G v N* – successfully made submissions, so that the claim was dismissed and the counterclaim was



allowed with interest (January 2023).

- *L v A* – successfully applied for an adjournment because the defendant driver was unable to give evidence without the assistance of an interpreter (December 2022).
- *S v G* – successfully submitted that: the claimant (who attended, confirmed her statement and gave oral evidence) had not satisfied the burden of proof, despite the defendant failing to attend, confirm her statement or give oral evidence; and the claimant should pay the defendant's costs on the basis that the claimant had behaved unreasonably (September 2022).
- *Z v J & Anor* – successfully submitted that the claim should be dismissed because the claimant had not proved causation (July 2022).
- *B v A* – successfully submitted that the claim should be dismissed because liability had not been proven (July 2022).
- *C v V* – successfully: applied for permission to rely on an expert report; and made submissions, so that the claim was dismissed and the claimant was ordered to pay the defendant's costs as claimed (May 2022).
- *O v I* – successfully made submissions, so that no weight was placed on witness statement on behalf of a witness who did not attend and the claim was dismissed (January 2022).
- *K v P* – successfully submitted that no weight should be placed on two witness statements because no reasons were given for the non-attendance of the witnesses who wrote them and the defendant wished to cross-examine them (January 2022).
- *B v A* – successfully: resisted the claimant's video and text message going into evidence; and invited the court to dismiss the case, with the judgment noting that: *"In his submissions, Mr Bright helpfully reminded me of the settled route to judgments such as this with the four-stage process"* (December 2021).
- *S v M* – successfully negotiated settlement including provision for costs (December 2021).
- *G v A* – successfully submitted that: the case should be adjourned, so that it is decided by a judge who did not have the benefit of evidence in the claimant's bundle for which she was denied permission to rely upon; and that the claimant pay the defendant's associated costs and expenses of over £500 (December 2021).
- *N v V* – successfully submitted that the claimant should pay the defendant's costs of an adjournment, on the basis that her witness statement did not comply a court order and the civil procedure rules (November 2021).
- *F v A* – successfully made submissions, so that: the



claimant could only rely on dash cam footage if the unedited footage was served on the defendant; the defendant was granted permission to rely on a further witness statement dealing with the same; and the claimant was ordered to pay the defendant's costs on the basis that she had behaved unreasonably (August 2021).

- *D v N* – successfully submitted that the claim should be dismissed on the basis that liability was not proved (July 2021).
- *M v E* – successfully submitted that liability was not established (June 2021).
- *T v L* – successfully submitted that the claim should be dismissed as the claimant had not established liability, despite technological issues with the defendant giving evidence via CVP, as he was in between dental surgery appointments in Romania and using a mobile telephone (April 2021).
- *K v S* – successfully submitted that it was disproportionate to strike out the counterclaim, despite breach of three clear orders, made on separate occasions, directing the same additional evidence to be filed and served (April 2021).
- *K v A & Anor* – successfully submitted that the claim should be dismissed because the claimant had not established liability (March 2021).
- *O v V* – successfully submitted that there was no collision between the claimant and the defendant's cars, so that the claim was dismissed (January 2021).
- *F v A* – successfully submitted that some evidential weight should be given to hearsay evidence of a witness who was known to the defendant, so that the claim was dismissed (January 2021).
- *B v P* – successfully submitted that the claimant's application, alleging that the defendant insurer withheld evidence and misrepresented facts, as well as the claim, should be dismissed, and that the claimant should pay the defendant's costs on the basis that the claimant behaved unreasonably (December 2020).
- *B v G* – successfully made an oral application to rely on the key evidence in the counterclaim, which was filed and served the day before the final hearing, despite a finding that there was a serious and significant breach of a court order, for which there was no good reason (September 2020).
- *M v C* – successfully resisted the claimant's application for relief from sanctions, and made submissions, so that judgment was awarded on the counterclaim in the sum that was claimed with interest (September 2020).
- *U v H* – successfully resisted the defendant's application for relief from sanctions and invited judgment to be awarded for the full sum claimed





with interest (September 2020).

- *S v E* –successfully resisted two videos being admitted into evidence, which the claimant alleged were contemporaneous, supported the claim and undermined the defence (September 2020).
- *A v M* –successfully applied: to strike out the claimant's claim for PSLA, vehicle damage and credit hire in the sum of about £15,000; and for the claimant to pay the defendant's costs of £4,500, on the basis that the protection afforded by QOCS was disapplied because the conduct of the claimant was likely to obstruct the just disposal of proceedings (August 2020).
- *B & Anor v A* –successfully applied: to strike out the claimants' claims of £16,000 (to which the defendant admitted liability); and for the claimants to pay the defendant's full costs of about £5,200, on the basis that the protection afforded by QOCS was disapplied because the conduct of the claimants was likely to obstruct the just disposal of proceedings (August 2020).
- *W v H* –successfully applied for: an order for pre-action disclosure, on the basis that the applicant and respondent were likely to be parties to proceedings, standard disclosure extended to the documents sought and disclosure was desirable; and costs of £1,700 be paid to the applicant (August 2020).
- *F v P* –successfully applied: to set aside an order granting relief from sanctions, so that the claim remained struck out; and for the claimant to pay the defendant's costs of about £1,800 (July 2020).
- *R-B v N* – successfully submitted that the claim should be dismissed because liability had not been established (June 2020).
- *C v H* – successfully applied: to exclude the claimant's statement that was filed and served three days after the date for exchange; and for the claim to be struck out because the claimant had no evidence (May 2020).
- *C v L* –successfully applied to add a second defendant and Part 20 claimant (February 2020).
- *G v T* –successfully invited the court to dismiss the claim, on the basis of the evidence elicited in cross-examination that the offside of the claimant's vehicle collided with the front nearside of the defendant's vehicle on a roundabout (January 2020).
- *G v A* – successfully: cross-examined the claimant, eliciting evidence of other accidents around the time of the index accident, so that the court could not be sure that the index accident caused the damage alleged in the particulars of claim; and applied for costs on the basis that the claimant behaved unreasonably (January 2020).
- *S v R* – successfully resisted admission of a



handwritten, contemporaneous note, allegedly admitting liability, on the basis that it was not on the defendant's list of documents (August 2019).

- *P v W* – successfully cross-examined, so that the judge did not need to hear closing submissions from the defendant before dismissing the claim and allowing the counterclaim (August 2019).
- *S v A* – successfully cross-examined the claimant, so that the judge found that the claimant answered questions “in an unnecessarily argumentative way” and dismissed the claim (July 2019).
- *H v A* – successfully cross-examined, so that, in the words of the judge, the claimant accepted that his pleaded case was “completely incorrect” and his claim was dismissed (July 2019).
- *Y v N* – successfully applied for permission to resile from a pre-issue admission of liability, after judgment had been entered, the judgment sum paid and the key evidence had not been filed or served (June 2019).
- Advised a medium-sized business on liability, contributory negligence, quantum, mediation and offers to settle, following alleged facial injuries (March 2019).
- *K v E* – successfully applied: to strike out the claimant's evidence, as the claimant could not understand questions in cross-examination, his directions questionnaire did not confirm that an interpreter was required, and his statement of case and witness statement did not conform to the CPR: and for costs to be awarded to the defendant on the basis that the claimant had behaved unreasonably (April 2019).

### **Pain, suffering & loss of amenity**

- *C v P* – successfully made submissions, so that: his client's Part 36 offer was beaten; and indemnity costs and five percent interest on costs and damages were awarded (April 2022).
- *S v P* – successfully cross-examined and made submissions, so that the claimant was found to be fundamentally dishonest (September 2021).
- Advice on causation, quantum, responding to a Part 36 offer and making a Part 36 offer following the proposed claimant's alleged fall in a fruit and vegetable shop (June 2019).
- *A v C* – successfully applied for: the Stage 3 hearing (to determine quantum for credit hire, recovery and storage, loss of earnings and general damages for pain, suffering and loss of amenity) to be vacated; and the Part 8 claim be transferred to Part 7 (May 2020).
- Advice on quantum following a road traffic collision, in which a minor suffered physical injuries, including



to his lower back, right hip and right leg and psychological injuries, including initial acute stress symptoms and contribution towards Autism Spectrum Disorder symptoms, namely separation anxiety and enuresis (March 2020).

- Advice on prospects of success ahead of a multi-track trial, following a claim for general damages for personal injury and special damages for medical expenses, the pre-accident value of a vehicle, credit hire charges of about £30,000, storage and recovery charges and loss of use of a vehicle, where there was an allegation of fundamental dishonesty, application to strike out and disapply QOCS on the basis that the claimant's conduct was likely to obstruct the just disposal of proceedings (February 2020).
- *O (A Minor) & Anor v H & Anor* – successfully applied for costs on behalf of the *defendant* after an infant settlement approval hearing (January 2020).
- *P v S* – successfully applied for his professional client to come off the record for the claimant on the day of the trial, where the defendant indicated that he would apply to strike out the claim, disapply QOCS and seek costs of about £6,000 (December 2019).
- *B v L* – successfully made an oral application at a directions hearing for: strike out; £4,000 costs be awarded to the defendant; and QOCS be disapplied, on the basis that the claimant disclosed no reasonable grounds for bringing the claim and his conduct was likely to obstruct the just disposal of proceedings (October 2019).
- *Y & Anor v E* – successfully applied for permission to rely on expert evidence in a low-value claim, despite a failure to apply to amend / vary directions for trial (that did not grant permission to rely on an expert) and a finding that the application was not prompt (October 2019).
- *M v G* – successfully represented a taxi driver in an alleged “low velocity impact” who was awarded: about £2,300 general damages for pain, suffering and loss of amenity; about £6,700 special damages for credit hire, vehicle repairs, physiotherapy and miscellaneous expenses; and about £9,000 for costs, disbursements and witness expenses (September 2019).
- *S v E* – successfully secured a court award of damages that was not greater than the defendant's final offer in a Stage 3 hearing and nothing was awarded for six sessions of cognitive behavioural therapy, which were recommended by a consultant psychologist, so that the claimant was ordered to pay the defendant's costs (July 2019).
- Advice on: the defendant's strike out application; the claimant's relief from sanctions application; quantum (headaches for two years, neck injury for



two years, jaw injury for six months, chest injury for six weeks, driving anxiety for six years and four months and post-traumatic stress disorder for an indeterminate period); and making a Part 36 offer to settle (July 2019).

- *K v R* – successfully secured a court award of damages that was not greater than the defendant's final offer in a Stage 3 hearing, so that the claimant was ordered to pay the defendants costs, plus interest (July 2019).
- *N v W* – successfully applied for specific disclosure and costs (February 2019).

## Mediation

Dominic is a registered [Civil and Commercial Mediator](#) with the [Civil Mediation Council](#), and offers online and telephone mediation services at [www.ResolvedOnline.com](http://www.ResolvedOnline.com). He also acts as Counsel in mediations. Dominic attended the [Civil Mediation Council Annual Conference 2023](#).

## What is mediation?

Mediation is a confidential process. Participants have control. Whether or not to mediate? The procedure of the mediation? Whether or not there is a result? If so, what are the terms of that result?

A mediator is neutral and has no interest in the result. A result cannot be imposed by a mediator. Participants can exchange offers, confident in the knowledge that this will have no bearing on how a judge would decide the dispute, if it was later referred to court.

Participants can safely attempt to settle without compromising their positions. If the participants agree on a result, reduce it to writing and sign it, it is binding like any other contract. If court proceedings have started, the participants may invite the court to make an order by agreement that reflects the result.

For more information, see the following pages on the website of the Civil Mediation Council:

- [‘About Mediation’](#)
- [‘Features of Mediation’](#)
- [‘How to Choose a Mediator’](#)

## Recent instructions as Counsel

- *F & Anor v G* – successfully negotiated settlement in a mediation on the day of a fast track trial, in which judgment for about £35,000, about £3,500 interest and about £15,000 costs were claimed with a counterclaim pleaded up to £25,000 (August 2023).



# European Code of Conduct for Mediators

*The European Code of Conduct for Mediators ("the code of conduct") sets out a number of principles to which Dominic has voluntarily decided to commit himself, under his own responsibility. It is applicable in all kinds of mediation in civil and commercial matters.*

*For the purposes of the code of conduct, mediation means any structured process, however named or referred to, whereby two or more parties to a dispute attempt by themselves, on a voluntary basis, to reach an agreement on the settlement of their dispute with the assistance of a third person – hereinafter "the mediator".*

*Adherence to the code of conduct is without prejudice to national legislation, or rules regulating individual professions.*

## 1. COMPETENCE, APPOINTMENT AND FEES OF MEDIATORS AND PROMOTION OF THEIR SERVICES

### 1.1. Competence

Mediators must be competent and knowledgeable in the process of mediation. Relevant factors include proper training and continuous updating of their education and practice in mediation skills, having regard to any relevant standards or accreditation schemes.

### 1.2. Appointment

Mediators must confer with the parties regarding suitable dates on which the mediation may take place. Mediators must verify that they have the appropriate background and competence to conduct mediation in a given case before accepting the appointment. Upon request, they must disclose information concerning their background and experience to the parties.

### 1.3. Fees

Where not already provided, mediators must always supply the parties with complete information as to the mode of remuneration which they intend to apply. They must not agree to act in a mediation before the principles of their remuneration have been accepted by all parties concerned.

### 1.4. Promotion of mediators' services

Mediators may promote their practice provided that they do so in a professional, truthful and dignified way.

## 2. INDEPENDENCE AND IMPARTIALITY

### 2.1. Independence



If there are any circumstances that may, or may be seen to, affect a mediator's independence or give rise to a conflict of interests, the mediator must disclose those circumstances to the parties before acting or continuing to act.

Such circumstances include:

- any personal or business relationship with one or more of the parties;
- any financial or other interest, direct or indirect, in the outcome of the mediation;
- the mediator, or a member of his firm, having acted in any capacity other than mediator for one or more of the parties.

In such cases the mediator may only agree to act or continue to act if he is certain of being able to carry out the mediation in full independence in order to ensure complete impartiality and the parties explicitly consent.

The duty to disclose is a continuing obligation throughout the process of mediation.

## 2.2. Impartiality

Mediators must at all times act, and endeavour to be seen to act, with impartiality towards the parties and be committed to serve all parties equally with respect to the process of mediation.

## 3. THE MEDIATION AGREEMENT, PROCESS AND SETTLEMENT

### 3.1. Procedure

The mediator must ensure that the parties to the mediation understand the characteristics of the mediation process and the role of the mediator and the parties in it.

The mediator must in particular ensure that prior to commencement of the mediation the parties have understood and expressly agreed the terms and conditions of the mediation agreement including any applicable provisions relating to obligations of confidentiality on the mediator and on the parties.

The mediation agreement may, upon request of the parties, be drawn up in writing.

The mediator must conduct the proceedings in an appropriate manner, taking into account the circumstances of the case, including possible imbalances of power and any wishes the parties may express, the rule of law and the need for a prompt settlement of the dispute. The parties may agree with the mediator on the manner in which the mediation is to be conducted, by



reference to a set of rules or otherwise.

The mediator may hear the parties separately, if he deems it useful.

### 3.2. Fairness of the process

The mediator must ensure that all parties have adequate opportunities to be involved in the process.

The mediator must inform the parties, and may terminate the mediation, if:

- a settlement is being reached that for the mediator appears unenforceable or illegal, having regard to the circumstances of the case and the competence of the mediator for making such an assessment, or
- the mediator considers that continuing the mediation is unlikely to result in a settlement.

### 3.3. The end of the process

The mediator must take all appropriate measures to ensure that any agreement is reached by all parties through knowing and informed consent, and that all parties understand the terms of the agreement.

The parties may withdraw from the mediation at any time without giving any justification.

The mediator must, upon request of the parties and within the limits of his competence, inform the parties as to how they may formalise the agreement and the possibilities for making the agreement enforceable.

## 4. CONFIDENTIALITY

The mediator must keep confidential all information arising out of or in connection with the mediation, including the fact that the mediation is to take place or has taken place, unless compelled by law or grounds of public policy to disclose it. Any information disclosed in confidence to mediators by one of the parties must not be disclosed to the other parties without permission, unless compelled by law.

## Complaints procedure

All complaints will be acknowledged in writing within five working days of receipt.

All complaints will be investigated and responded to within 21 working days of receipt.

On occasions, further time may be required, in which case the complainant will be notified in writing.

If the response is not accepted, the complainant can appeal to the Civil Mediation Council on certain grounds.



