



THE ESCALATE GUIDE TO:

Part 36 offers



There is nothing to prevent a party to a dispute making an offer to settle it in any way it chooses. In fact, there can be costs, interest and tactical advantages in making a formal offer to settle which complies with the rules of court.

This is why Escalate make strategic use of so-called 'Part 36 offers to settle' as part of its multi-award-winning process.

What is a Part 36 offer and what does it cover?

A Part 36 offer to settle must be a genuine offer to settle and be made 'without prejudice except as to costs' – in other words, it cannot be referred to the judge until the conclusion of the matter.

It must also comply with the strict requirements of Part 36 of the rules of court, hence its name.

Part 36 offers to settle can be made in respect of both money (including claims for provisional damages) and non-money claims. They can relate to the whole or part of the claim or in relation to an issue that arises.

They can also cover liability alone, leaving the issue of the amount of any damages to be dealt with later, as well as counterclaims and any additional/third party claims.

A Part 36 offer to settle can be made by both a claimant and a defendant in a dispute, at any stage of a dispute, and in appeal proceedings. They can also be made prior to the commencement of court proceedings.

Why do we use a Part 36 offer to settle?

A Part 36 offer to settle can avoid the time and hassle associated with court proceedings.

The making of a Part 36 offer to settle can also be used strategically as part of the dispute resolution process, by focus an opponent's mind. It is likely to increase the risk of proceeding with the litigation for the opponent and may facilitate reaching a commercial settlement later in the process.



How can a Part 36 offer to settle be made?

If you are a claimant making a Part 36 offer to settle it must:

- be in writing;
- state on its face that it is intended to have the consequences of Part 36;
- specify a period of not less than 21 days within which the defendant will be liable for the claimant's costs if the offer is accepted ('the relevant period');
- state whether it relates to the whole of the claim or to part of it or to an issue that arises in it, and if so to which part or issue;
- state whether it takes into account any counterclaim;
- contain sufficient information to allow the offeree to consider the offer which will be necessary where the offer relates to a non-money claim.

If we agree to follow this route, the Escalate team will draft and make a Part 36 offer to settle on your behalf.

For more information, please contact:



Chris Clay
Managing Partner
M: 07875 403 543
E: chris.clay@escalatedisputes.co.uk



Nick Harvey
Escalate Partner
M: 07977 995 620
E: nick.harvey@escalatedisputes.co.uk



Escalate Law, Exchange Station, Tithebarn Street, Liverpool, L2 2QP
T: 0207 039 1950 | W: www.escalatedisputes.co.uk