

**PF52**

**Order in the Queen's Bench Division for case and costs management directions in the multi-track (Part 29)**

**IN THE HIGH COURT OF JUSTICE**

**QUEEN'S BENCH DIVISION**

**[..... District Registry Claim No.]**

**Claimant**

**Defendant**

*Before (title and name of Master or District Judge)*

**ORDER**

[UPON THE APPLICATION by the (*party*) by application notice dated (*date*)]

[AND UPON READING the written evidence filed in support of the application]

[AND] UPON HEARING ..... at a case and costs management conference on (*date*).

IT IS ORDERED that:

**ALLOCATION**

1. The case do remain allocated to the multi-track.

**STAY OF PROCEEDINGS FOR ADR**

2. (a) The proceedings be stayed for ADR until (*date*).  
(b) The parties may agree to extend the stay for periods not exceeding a total of three months from the date of this order without reference to the Court and shall notify the

Court in writing of the expiry date of any such extension. Any request for a further extension after three months must be referred to the Court.

(c) Subject to (b) above, the Claimant do upon the expiry of the stay report forthwith in writing to the Court (with a copy to the Defendant) as to the state of the proceedings and as to any further directions then proposed.

## **TRANSFER**

- 3.1 The proceedings be transferred forthwith to
- (a) the ..... Division of the High Court
  - (b) the ..... District Registry
  - (c) the County Court sitting at .....
- 3.2 The *(party)* do apply by *(date)* to a Judge of the Technology and Construction Court *(or other Specialist List)* for an order for transfer of the proceedings to that Court *(or other Specialist List)*.
- 3.3 The [proceedings *(give title and claim number)* commenced in the County Court] or [the following part of proceedings *(give title and claim number and define the part)* commenced in the County Court] be transferred under section 41(1) of the Court Courts Act 1984 from that Court to the Queen's Bench Division of the High Court [..... District Registry].

## **AMENDMENTS TO STATEMENTS OF CASE**

4. (a) The *(party)* do have permission to amend the *(particulars of claim, defence or other statement of case)* in the form initialled by the [Master/District Judge].
- (b) Such amended statement of case [be treated as already filed and served] or [be filed and served on all other parties by *(date)*].
- (c) Any amended statement of case by *(party)* limited in response to the amendments made in (a) above be filed and served by *(date)*.
- (d) The costs of and occasioned by the application to amend and by the amended statement of case in (a) above are to be the *(party's)* costs in any event *(or such other order as to costs as may be made)*.

## **ADDITION OF PARTIES**

- 5.1 The *(party)* do have permission:-
- (a) to [add] [substitute][remove] *(name)* as a *(party)*, and
  - (b) to amend his statement of case in accordance with the attached draft initialled by the [Master/District Judge].

- 5.2 The amended statement of case be verified by a statement of truth.
- 5.3 Insert *directions as to filing of the amended statement of case and as to service thereof, together with the forms for admitting, defending and acknowledging a claim against a new defendant, on any new party, existing parties or removed party as appropriate and in accordance with Practice Direction 19A.*
- 5.4 Insert *directions as to filing and service of any consequential amendments to any other statements of case as appropriate.*
- 5.5 Insert *directions as to service of a copy of the order on every party to the proceedings and any other person affected by the order as appropriate and in accordance with Practice Direction 19A.*
- 5.6 The costs of and caused by the application to amend and by the amendments of the statements of case be the (*party's*) costs in any event (*or otherwise as may be ordered*).

#### **SEPARATE TRIAL**

6. (a) There be a separate trial under Rule 3.1(2)(i) of the following issue, namely (*specify the issue*).
- (b) There be directions as to the trial of such issue as follows:
- (Insert all appropriate directions including, if so ordered, disclosure, service of witness statements of fact, expert evidence, listing for trial, the lodging of a trial bundle and the filing of skeleton arguments).*

#### **DISCLOSURE**

7. In all claims which include a claim for personal injuries
- (a) [There be standard disclosure between all parties by exchange of lists by (*date*) **or** [Standard Disclosure be limited to the following issues (*name the issue*) and be by way of exchange of lists by (*date*)], **or** [Standard disclosure be dispensed with].
- (b) Any request for inspection or copies of disclosed documents be made within .... days after service of the list and, unless objected to, be complied with not less than .... days after service of the request.
8. *In claims which do not include a claim for personal injuries, set out such orders or directions as the Court decides to make or give under CPR 31.5(7) and (8) and, in relation to electronic disclosure, under Practice Direction 31B.*

#### **WITNESS STATEMENTS OF FACT**

9. The parties do exchange signed statements of witnesses of fact by (*date*). Any notices under the Civil Evidence Act are to be served by the same date,

**or**

*(in the case of an order for sequential service of witness statements and any Civil Evidence Act notices, set forth the date for service by each party).*

## **EXPERT EVIDENCE**

10. The parties have permission to rely on the evidence of a single joint expert [in the field of *(define the field)*] [in each of the fields of *(define fields)*]. Such expert [in each field] is to be instructed jointly by the parties in writing by *(date)* and is to provide his report in writing by *(date)*. The parties are to have permission to restore for further directions if necessary, including upon any question as to the identity of such expert[s].
11. Each party has permission to rely on the expert evidence of one witness in each of the following fields(s), namely:-  
  
*(identify each of the fields, and the identity, if decided, of the expert for each party in such field)*  
  
on terms that their reports are exchanged by *(set forth the date for exchange in each field)*  
  

**or**

  
*(in the event that service of reports in any field is ordered to be sequential, set forth the dates for service by each party).*
12. Any unpublished literature upon which an expert witness proposes to rely shall be served at the same time as his report together with a list of published literature. Any supplementary literature upon which any expert witness proposes to rely shall be notified to all other parties at least one month before trial. No expert witness shall rely upon any publications that have not been disclosed in accordance with this direction without the permission of the trial judge on such terms as to costs as he deems fit.
13. Experts shall, at the time of producing their reports, produce a CV giving details of any employment or activity which raises a possible conflict of interest.
14. Unless otherwise agreed by all parties after consulting with the relevant experts, the experts of like discipline in paragraph 11 above are, by *(date)*, to confer with each other without prejudice to narrow the issues between them and agree upon the same so far as possible and are, by *(date)*, to provide a joint statement setting out the issues on which they agree and those on which they disagree with a summary of their reasons for any continuing disagreement.
15. If an expert radically alters his or her opinion, the joint statement should include a note or addendum by that expert explaining the change of opinion.
16. There be permission to each party to call the experts set forth in paragraph 11 above to give oral evidence at trial limited to the areas upon which they remain in disagreement.

17. Experts instructed by the parties in accordance with this and any subsequent order shall be provided with a copy of the order by the instructing a party within 7 days after it is sealed, or at the time of instruction whichever is the later.

## **SCHEDULES OF LOSS AND DAMAGE**

18. The claimant do by (*date*) file and serve a final schedule of loss and damage costed to the date of trial.
19. The defendant do by (*date*) file and serve a counter-schedule.
20. Each party do set out his position on any question as to the periodical payment of damages in the schedule and counter-schedule.

## **TRIAL**

21. The claim be tried in a trial window [opening on (*date*)] [or between (*date*) and (*date*)] **or** [namely the (*insert the Law Term and year*)].

London (*or state other venue*)

Judge alone

Category [A] [B] [C]

Time estimate [... days] [... weeks]

[Certified fit for High Court Judge if available]

22. A copy of this sealed order will be sent to the Queen's Bench Judges Listing Office, who will notify all parties of a listing appointment for a trial date or period within the trial window, which will usually be six weeks from the date the order is sealed. If parties have any queries in relation to the listing appointment, they should contact Queen's Bench Judges Listing on [gjudgeslistingoffice@hmcts.gsi.gov.uk](mailto:gjudgeslistingoffice@hmcts.gsi.gov.uk). The parties do file pre-trial checklists as may be directed by the Queen's Bench Listing Office.
24. [The trial being estimated to last more than 10 days] There be a pre-trial review on a date to be arranged by the Queen's Bench Listing Office before the Judge at the [Royal Courts of Justice] [..... trial centre] at which, except for urgent matters in the meantime, the court will hear any further applications for directions or orders.
25. The parties do agree the contents of the trial bundle not less than 10 days before trial. Skeleton arguments are to be exchanged not less than 7 days before trial. The claimant is to lodge the trial bundle and skeleton arguments not more than 7 and not less than 3 days before trial.
26. At all stages the parties must consider whether the case is capable of resolution by ADR. Any party refusing to engage in ADR by (*date*) [*a date usually about 3 months before the trial window opens*] shall, not less than 28 days before the commencement of the trial, serve a witness statement, without prejudice save as to costs, giving reasons for that refusal. Such witness statement must not be shown to the trial judge unless and until the question of costs arises.
27. Such means of ADR as may be adopted shall be concluded not less than 35 days prior to the trial.

### **COSTS MANAGEMENT ORDER**

28. The court approves the costs budgets of the parties as shown in the Table annexed hereto and initialled by the [Master/District Judge].
29. This costs management order by the [Master/District Judge] is without prejudice to any issue which a party wishes to take on detailed assessment save that the court will not depart from the receiving party's last approved or agreed budget unless there is good reason to do so.

### **PERMISSION TO RESTORE**

30. There be permission to any party to restore for further directions if necessary.

### **SETTLEMENT**

31. If the claim or any part of the claim is settled the parties must immediately inform the court whether or not it is then possible to file a draft consent order to give effect to the settlement.

### **COSTS**

32. The costs of the case and costs management conference are to be costs in case (*or otherwise as may be ordered*).

### **DRAWING ORDER**

33. The claimant do by (*date*) draw and file this Order and serve the same on all other parties (*or otherwise as may be ordered in relation to drawing, filing and service of the Order*).

Dated .....