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*Judgment: approved by the Court for handing down (subject to editorial corrections)**	*Delivered:* **05/03/2021**

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

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QUEEN'S BENCH DIVISION

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Between:

RHONDA CLARKE

Plaintiff;

and

JOE McEVOY

Defendant.

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Frank O'Donoghue QC and Conor Cleland BL (instructed by JMK Solicitors) for the Plaintiff/Appellant
Turlough Montague QC and Brian Lundy BL (instructed by Johnsons Solicitors) for the Defendant/Respondent

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SCOFFIELD J

Introduction

[1] This appeal, in addition to another along with which it was heard (*McKibbin v UK Insurance Ltd* [2021] NIQB 27), raises the issue of the correct approach to a defendant's challenge to the duration of vehicle hire in a credit hire case for the purpose of assessment of the plaintiff's loss.

[2] Mr O'Donoghue QC appeared with Mr Cleland BL for the plaintiff/appellant. Mr Montague QC appeared with Mr Lundy BL for the defendant/respondent. I am grateful to all counsel for their efficient presentation of the appeals and their helpful written and oral submissions.

The facts and a summary of the evidence

[3] The plaintiff's claim arises out of a road traffic accident which occurred on Sunday 14 October 2018. On that date, the husband of the plaintiff, Mr Clarke, was

involved in an accident on the A47 carriageway at Lisnarick, Irvinestown, County Fermanagh. Mr Clarke was driving Mrs Clarke's car, a Ford Fiesta Zetec, when the defendant drove into the back of him. The plaintiff's car sustained impact damage to the rear body panels, compromising the tailgate, rear bumper and rear inner panels. The lamp panel and boot floor were also damaged. The liability of the defendant in causing the damage was not in issue at any stage.

[4] I heard evidence from the plaintiff in the case and from the motor assessor instructed on her behalf, Mr Mark Wood. Mr Wood has been working full-time in the capacity of an independent motor engineer assessor for around three years and was previously in charge of a body shop for a major vehicle repairer. Most of his evidence related to the time taken between his being instructed and providing his report in this case, which was a focus of criticism by the defendant. Mr Wood's evidence, which is addressed in further detail below, was to the effect that the time taken by him in this case was very typical and was in no wise exceptional.

[5] The defendant relied on the evidence of the motor assessor called by the defendant in the related case of *McKibbin v UK Insurance Ltd* case, Mr Bruce. Mr O'Donoghue QC accepted on behalf of the plaintiff that it would be artificial for me to exclude that evidence in this appeal, which was heard alongside *McKibbin*, albeit that strictly speaking it had not been given in these proceedings, and indicated that he did not ask me to take that course. That was an entirely sensible and pragmatic approach, which obviated the need for the defendant in the present case to re-call Mr Bruce to give essentially the same evidence which he had given in the related case and to be examined and cross-examined again by the same counsel on each side. In light of the fact that the plaintiff's car was a write-off (and this was common case) and that the pre-accident value was agreed, there was no disputed evidence in this appeal about valuation or diminution in value. The assessors' evidence related solely to the question of duration of hire.

[6] Mrs Clarke briefly explained to me the circumstances of the accident and that her car was the only car of the family. It was not roadworthy after the accident. Mr Clarke drove the car home but the boot would not close, there was significant damage to it, and the brake lights were not working. The plaintiff contacted her own insurer to advise them of the incident but a friend recommended that she contact Crash Services Limited ('Crash'), who would handle everything for her. She was not sure when she had contacted Crash but thought it may have been on Tuesday 16 October.

[7] Mrs Clarke told Crash that she needed a replacement vehicle and she was provided with a replacement hire vehicle by them, a Citroen C3, on Tuesday 16 October 2018. When she contacted Crash they said to 'leave it with them' and they would contact her; and, within a couple of hours, a hire vehicle was delivered. She agreed that they were "*super-efficient*" in delivering the hire car. Crash also told the plaintiff that they would send an assessor out to inspect her car. She could not be sure how long it was before the assessor came out; although that was clear from

Mr Wood's evidence (considered below). Mr Wood inspected her car on her driveway. At that stage, he did not know whether the car would be repairable; and he told her that he would have to do some further calculations in relation to that. In the meantime, Crash sent out a hire agreement and other finance documents to the plaintiff, which she signed and returned. Mrs Clarke could not remember reading the various documents but understood that Crash "*would do everything*" for her and that she had nothing to worry about because Crash "*would deal with everything*." Amongst other things, Crash had told her that it would be JMK Solicitors acting for her.

[8] Mrs Clarke could not remember who had contacted her to inform her that her car was a write-off (whether it was the assessor, her solicitor or someone from Crash); but someone had so informed her and her car was then collected. Having been told that her car could not be economically repaired, she was then expecting a cheque for its value. She had to wait for the cheque in order to be able to afford to purchase a new car, partly as there were still hire purchase payments owing on her damaged vehicle. She looked in her local garage for another car and saw one she thought she may wish to purchase. Her husband was in hospital at the time, however, and she wanted him to approve the decision to purchase the new family vehicle before she did so. The garage therefore held the car until the cheque from the defendant's insurers came through and was cleared. The plaintiff's evidence was that, when the cheque arrived, she went straight to the bank and lodged it and informed the garage. When the cheque cleared, she went into the garage and completed the purchase of the new car, leaving her hire car there to be returned to the hirer (which was dealt with between the garage and Crash).

[9] For his part, Mr Wood was instructed mid-morning on Thursday 18 October. He examined Mrs Clarke's car on Wednesday 24 October, on the eighth day of the vehicle hire period. He deemed the vehicle not to be repairable. He provided his report to the plaintiff's solicitors, JMK, on Friday 26 October 2018. The report was then sent on to the defendant's insurers on Monday 29 October, the thirteenth day of the hire period.

[10] It was then a further 17 days before the plaintiff's solicitors received a cheque from the defendant's insurers for the pre-accident value of the plaintiff's vehicle on Thursday 15 November 2018. The hire period ended seven days later, on Thursday 22 November 2018, when the plaintiff collected the new car which she had purchased, as described above.

The claim and the appeal

[11] A civil bill was issued on 19 March 2019 claiming £10,000 for loss and damage sustained by the plaintiff by reason of the negligence of the defendant. By way of replies to a notice for further and better particulars dated 9 May 2019, the plaintiff clarified that her claim was made up as follows:

(a) £2,814.22 for vehicle hire costs;
(b) £636.00 for vehicle storage and recovery charges; and
(c) £97.20 for temporary insurance charges; with the remainder of the claimed sum being comprised of a claim for interest.

[12] Liability was admitted by the defendant. However, in his replies to a notice for further and better particulars dated 28 June 2019, the defendant asserted that the plaintiff's claim for vehicle hire was in dispute and that, in particular, "*the daily rate, duration, administration charge and delivery and collection charges are in dispute.*" The second and third elements of the claim set out above – the storage and recovery charges and the temporary insurance charges – were agreed.

[13] District Judge Duncan heard the plaintiff's civil bill, sitting at Enniskillen county court, on 16 October 2019. The outcome of that hearing is, strictly speaking, irrelevant to my consideration of the claim, since a hearing by way of appeal from the County Court to the High Court is a re-hearing *de novo*. Notwithstanding that, the parties informed me of the outcome below. Judge Duncan awarded the agreed elements of loss in full but declined to award the sum of £2,814.22 for credit hire charges. Instead, he awarded the sum of £1,299.01 for credit hire, reflecting an award for only 29 days of the 38 days hire of the relevant vehicle. The appeal before me relates only to this disputed element of claim and the reduction in the judge's award.

[14] The defendant's skeleton argument notes that District Judge Duncan explained that the nine day reduction in hire period which he felt appropriate to impose was because there was excessive delay in having the damaged vehicle inspected and in forwarding the assessor's total loss report to the defendant's insurance company. In evidence, however, it was noted that Mr Wood had not been called as a witness in the court below, so that Judge Duncan did not have the benefit of his explanation for certain periods of the delay.

[15] By notice of appeal dated 5 November 2019, the plaintiff appealed to this court. The notice of appeal expressly appeals only against that part of the decree made by the district judge whereby it was ordered that the defendant pay the plaintiff's claim for vehicle hire in the sum of £1,299.01. That was confirmed in the plaintiff's skeleton argument which made clear that her appeal is *only* against the nine day reduction in the duration of hire allowed by the judge below.

[16] I have also been told that the daily rate of hire awarded by the court below, and agreed between the parties for the purposes of this appeal, was £41.27 (including VAT, collision damage waiver and additional drivers' charges). The parties are also agreed that the plaintiff is entitled to the further sum of £102.00 (including VAT) for delivery and collection of the hire vehicle.

Assessment of the vehicle hire claim

[17] I have today given a detailed judgment in the related case of *McKibbin v UK Insurance Ltd* which sets out my view of the relevant legal principles in relation to the assessment of a claim on the part of a defendant in a credit hire case that the vehicle hire period was unduly long as a result of some unreasonable delay on the part of the plaintiff, or someone for whom she is in law to be viewed as responsible, amounting to a failure to mitigate which should result in a reduction of the vehicle hire claim. I do not propose to repeat the analysis set out in the *McKibbin* judgment but apply the same principles in this case.

[18] As noted above, the claim for vehicle hire in this case was in the sum of £2,814.22. This was for the hire of a replacement vehicle between 16 October 2018 and 22 November 2018. The hire claim was evidenced by the signed agreement between the plaintiff and Crash dated 18 October 2018 (in identical terms to the Crash agreement with the plaintiff in the *McKibbin* case and discussed in that judgment) and two rental invoices provided by Crash each dated 23 November 2018. Both the duration and rate of hire were in dispute before the District Judge but, in this appeal, it is only the duration of hire which is at issue.

[19] The first Crash invoice includes a delivery and collection charge of £85.00; hire charges of £1,402.44 (representing 29 days of hire from 16 October to 13 November 2018 at a daily rate of £48.36); a collision damage waiver (CDW) charge of £217.50 (representing 29 days of such a waiver at a daily rate of £7.50); and an administration fee of £25.00. That gave a total, exclusive of VAT, of £1,729.94. When VAT was included, the full sum was £2,075.93. The second Crash invoice covers the latter part of the period of hire, from 13 November to 22 November 2018. This invoice detailed a further nine days of hire charges and CDW charge at the same rates as above; giving a total of £615.24 exclusive of VAT and £738.29 including VAT. It is unclear to me why there were two separate invoices but nothing appears to turn on this. Taken together, the charges for the entire period of vehicle hire amount to the sum identified by the plaintiff in her replies for this element of her claim.

[20] The issue before the district judge and before me was whether there were periods of the hire which had been unnecessarily prolonged on the part of the plaintiff (or someone acting on her behalf) such as to amount to a failure to mitigate her loss or to act reasonably in mitigation. As in the *McKibbin* case, in considering whether there has been any unreasonable delay in progressing the plaintiff's claim so as to seek to bring the vehicle hire period to an end, it is helpful to examine the constituent steps individually.

[21] This was not a case where the plaintiff's car was able to be economically repaired. Accordingly, no issue arises as to any period of alleged delay in placing the vehicle with a repairing garage or in carrying out the repairs. Rather, this was a case in which the plaintiff's assessor declared her vehicle as a Category B Total Loss.

The issues as to duration of the vehicle hire period, therefore, relate to (a) how quickly the car was assessed as a loss and (b) how quickly the claim was then progressed to allow the defendant to resolve it and make a payment which in turn allowed the plaintiff to purchase a new car.

Instructing the motor assessor to assess the plaintiff's car

[22] As noted above, in this case the hire period commenced on 16 October 2018, two days after the accident. Mr Wood was notified of the case in the course of the morning of Thursday 18 October 2018. Initially, this was through a communication from a claims handler in Crash (at 10.54am). He also received an additional communication in relation to the case that afternoon from JMK Solicitors. He was contacted directly by Crash to alert him to the case but said that he had received 'formal instructions' from JMK that afternoon.

[23] I do consider that there was unreasonable delay in Crash instructing Mr Wood. Crash had undertaken to send an assessor to examine the plaintiff's vehicle and the provision of an assessment of the vehicle by a qualified assessor in order to ascertain whether it could be economically repaired (and, if so, to assess, cost, advise on, and possibly authorise the repairs) is plainly within the repair services offered by Crash to its customers, as discussed in *McKibbin*. Crash were able to secure delivery of a hire car to the plaintiff on the very same day on which she contacted them, within hours. There is no reason whatever, in my view, why it should have taken two further days, when hire had been commenced, to notify the assessor that there was an inspection which was therefore required. The earlier the assessor is notified, the earlier they are likely to be able to schedule the inspection appointment. In light of the discussion below as to Mr Wood's commitments, it is difficult to know whether a notification to him of the case on Tuesday 16 would have made any difference to how quickly he could have inspected the plaintiff's car; but I am prepared to work on the basis that it might well have done. I propose to reduce the award for vehicle hire by two days in light of this.

Delay between the assessor's instruction and inspection

[24] A key issue of dispute in this case was the then further delay between Mr Wood being instructed and carrying out the inspection of the plaintiff's vehicle. Mr Wood inspected the plaintiff's vehicle on 24 October 2018, some six days after having been notified of the case.

[25] Mr Wood lives in Hillsborough and the plaintiff and her vehicle were in Irvinestown. After being instructed, he had intended for some time to take the next day off, Friday 19 October, and had a long-standing personal commitment planned for that day. He also does not work at weekends, in common with many other assessors (so I was told). Accordingly, his next working day was Monday 22 October. Mr Wood said that he would have spoken to the plaintiff in order to arrange to view her car. He could not remember if he did so on the Thursday or

Monday but thought it unlikely he would have done so on his planned day off on Friday.

[26] Mr Wood was working on Monday 22 October but had inspections scheduled for that date that were not in the Fermanagh area. (Had he been working in Fermanagh on the Monday, he would have arranged to inspect the plaintiff's car then). Mr Wood then had commitments to attend court in order to give evidence on Tuesday 23 October in Newry; on Thursday 25 October in Coleraine; and on Friday 26 October in Armagh. His evidence was that, when he is attending court, he is not usually in a position to conduct or schedule any inspections for that day. The only day realistically available to him in that working week to conduct the inspection, therefore, was Wednesday 24 October. That was the date on which he attended to inspect the plaintiff's vehicle. His evidence was that, even if he had not been off work on Friday 19 October, it would still have been the following Wednesday before he was able to examine the plaintiff's car (because, by the time he was instructed on the Thursday, his diary would already have been full for the following Monday).

[27] Mr Wood's evidence was also that he conducts inspections of vehicles all over Northern Ireland and that, when he is working in one particular area for a day, he will try to also schedule in other appointments in the same area or *en route* to or from that area. He tries to be as efficient as possible and so groups inspections in similar areas together. That seems to me to be a sensible and reasonable way to work. He also gave evidence that, where the case was one where the car was unroadworthy or likely to be a total loss, that would be prioritised. He is usually told if a hire car has been provided and would therefore seek to make it a priority to inspect in those cases in order to keep costs down. He aims to conduct six inspections *per* working day when he is not in court. He considers any more than that to be impossible (especially, as was the case in respect of this inspection, where these are being conducted during the winter with limited daylight hours).

[28] Mr Wood accepted that he had a general obligation to carry out his work as soon as reasonably practicable but said there was no industry standard in relation to timescales.

[29] Mr Bruce's evidence was that a 48 hour turnaround was expected between instruction and inspection. He does not work for Crash but, in accepting instructions from a range of organisations, does about 50% of his work for credit hire companies. He has a service level agreement with one such company, ICH, the relevant terms of which were that, where a vehicle is unusable, he should make contact with the customer within 24 hours of instructions and inspect it within 48 hours of instruction. If the vehicle is drivable, the inspection should take place within 72 hours of instruction. He would typically receive instructions within 24 hours.

[30] Mr Wood considered that it would be "*quite difficult*" to meet the timescales set out by Mr Bruce. He did not see an issue with contacting the vehicle owner

within 24 hours but thought it would be very difficult to adhere to inspecting within 48 hours of instruction. That might be something to aspire to in all cases where the vehicle was unroadworthy or a possible total loss and in vehicle hire cases where, in any event, he said that he would hope to inspect as soon as possible. Mr Wood aimed to inspect within 5 working days.

[31] I accept Mr Woods' evidence that it was not practical for him to inspect the plaintiff's car before he did and that *he* did not act unreasonably in failing to inspect the plaintiff's car before he did. Nonetheless, that conclusion does not, on its own, dispose of the question of whether the plaintiff (or those acting on her behalf) acted unreasonably in failing to secure an earlier inspection.

[32] None of the evidence before me suggested that Crash made any enquiries as to when Mr Wood might be able to complete the inspection or how busy he was at the time of instruction. Mr Wood gave evidence that there were four assessors who were regularly instructed by Crash (himself; Mr Armstrong, who gave evidence in the *McKibbin* case; Mr Clements; and Mr McSpadden). Mr Wood estimated that he did around 70% of his work for Crash. In the *McKibbin* case, Mr Armstrong estimated that he currently does about 75% to 80% of his work for Crash. I did not hear any evidence about the extent of work which Messrs Clements or McFadden carry out for Crash or whether there are other assessors on the Crash panel (and, if so, how many and from where they work).

[33] Mr Wood said that he would inform Crash if he had personal commitments resulting in taking time off work which were longer than one day; and that he would inform them if he was not able to undertake the inspection within 4 working days.

[34] Since the matter was not explored before me in significant detail, I am not prepared in this case to conclude that Crash acted unreasonably in failing to secure an earlier inspection date than was available through engaging Mr Wood. However, that might well arise in another case. It may well be, for instance, that if the usual appointed assessors are too busy, or the first contacted assessor cannot offer an inspection promptly, Crash's obligation to act reasonably in mitigation (as agent of the plaintiff) is to engage another assessor who can inspect more swiftly, either from their panel or by adding to or looking outside their panel; or to take steps to ensure that cases are shared between assessors in a way which promotes more efficient grouping of inspections. In light of the analysis set out in the *McKibbin* judgment, I do not consider that an accident management company which is benefitting from car hire charges can expect full recovery in every case where it has simply sent a case to an assessor without undertaking some enquiry as to, and if necessary management of, the timescale within which an inspection will be undertaken, particularly if it turns out that the assessor (even for good reason) has had to take longer to inspect than might be expected.

[35] There was insufficient evidence before me to allow me to reach any conclusion on whether there is an 'industry standard' amongst motor assessors and,

if so, what that standard is. The approach described by Mr Bruce on the part of ICH certainly seems to be good practice and, in a case where vehicle hire is concerned, I would expect that it should usually be possible to secure an inspection within two to three working days of the assessor being instructed. As agent for the hirer, the accident management company and the assessor should be seeking to get them back on the road in their own vehicle as soon as possible, such as the plaintiff would be expected to do if bearing the cost of hire themselves.

[36] In this case, I am satisfied that, in light of an unusually heavy court week (his evidence being that he would generally be in court between 5-8 times *per* month) and a longstanding personal commitment, Mr Wood acted reasonably in inspecting the plaintiff's vehicle when he did, albeit this took longer than I would usually expect in cases of this type. The issues raised at paragraphs [32]-[35] above may fall for more detailed consideration in other cases.

Delay between inspection and provision of the assessor's report

[37] Having inspected the plaintiff's vehicle on 24 October 2018, Mr Wood's report was dated 26 October 2018. He conducted a number of inspections on the day on which he inspected the plaintiff's car. He returned home and did some work that evening. Then, as noted above, he was attending court as a witness the next day, at Coleraine. He completed the report the following day, 26 October 2018. His evidence was that he is able to take other files with him to court when he is attending to give evidence, so that he can make progress with some other cases apart from that which is the subject of the court hearing; but the extent to which this is possible obviously varies.

[38] Before finalising his report, Mr Wood said that he also contacted the plaintiff to discuss with her the issue of the pre-accident value of the car. Mr Wood said that he would always contact the plaintiff after conducting research into the pre-accident value to discuss this with them and explain it. He did so in this case; and this is recorded in his report. He did not have a note of this conversation but suspected that he had called the plaintiff on 25 October whilst waiting at Coleraine Court. Mr Wood said that completion of a report can take longer if the plaintiff cannot be contacted to discuss the pre-accident value or if they are not satisfied with his assessment and 'want to argue about it.' Then it can take a number of extra days to come to an agreement, although that did not arise in this case.

[39] I do not consider that the defendant has shown that it was unreasonable for Mr Wood to provide his report within two working days of the inspection. There is force in the point that the narrative within the report was limited and would not have taken long to put together. Another judge may take a different view on this issue; but, on the evidence I heard from Mr Wood, I was not persuaded that it was unreasonable for him to complete his report in this instance on 26 October.

Delay in providing the assessor's report to the defendant

[40] There was an additional suggestion in this case that the plaintiff's solicitors were guilty of unreasonable delay in the time taken to provide the assessor's report to the defendant's insurers, thereby unnecessarily prolonging the time taken to progress settlement of the claim and bring the period of vehicle hire to an end.

[41] As noted above, Mr Wood provided his report on Friday 26 October 2018. It was forwarded to AXA Insurance (the defendant's insurer) on Monday 29 October 2018, by way of email timed at 3.49 pm, with a covering letter seeking an "*urgent response*." I was told that, when the report was provided by Mr Wood, it "*has to be approved between the solicitor and client*" before being sent to the insurers. I am not sure why this is necessary – at least in every case – and particularly so where (as here) Mr Wood had already made contact with the plaintiff to discuss his valuation.

[42] In any event, I have not been persuaded that it was unreasonable for the report to be provided on the following working day to the defendant's insurers. In some cases, that might well be an unreasonable delay where there is no reason for the report not simply to be forwarded on promptly by email. It is particularly unfortunate that, in this case, the further working day also fell over a weekend. I was not provided with sufficient information on this issue, however, to determine that the plaintiff's solicitors (acting on her behalf) had acted unreasonably in this regard.

Delay in the plaintiff purchasing a new car

[43] It was on 13 November 2018 that AXA issued a cheque in respect of the pre-accident value of the plaintiff's car (in the sum of £3,800, taking into account salvage value), so enabling the plaintiff to purchase a new car. The cheque was received on 15 November 2018 and it cleared on 22 November 2018.

[44] The plaintiff had to source a replacement vehicle. I was told that she did that on Thursday 22 November and the hire period ended on that date. I have considered the plaintiff's evidence on this issue and summarised it at paragraph [8] above. In fact, she commenced the process of sourcing a new car well before the insurance cheque arrived. I do not consider (in common, I understand, with the district judge) that there was unreasonable delay on the part of the plaintiff and her husband, whom she reasonably wished to consult, in sourcing and purchasing the replacement family vehicle.

Conclusion on period of hire

[45] Mr O'Donoghue QC made the perfectly reasonable point that a significant portion of the period of hire in this case arose by virtue of the time taken by the defendant to consider the issues and make payment of the appropriate sum to the plaintiff. He sought to use the time taken by the defendant in this regard as a

yardstick by which to judge the reasonableness of the actions of others, notably Mr Wood and the plaintiff's solicitors. I do not consider that that is appropriate, save to a very limited extent, for two reasons. First, the exercise in which the defendant's insurers were engaged was of a different type. Second, and more importantly, there is no duty to mitigate loss on the part of the defendant for which the defendant's solicitors also bear responsibility. Accordingly, there is not the same requirement to act with reasonable expedition as there is on the part of the plaintiff, and those acting as her agents.

[46] Put simply, the defendant is at liberty to take his time (and even act unreasonably in doing so) but will have to bear any increased financial burden that arises by his doing so. The difference in position between plaintiff and defendant in this respect arises because of the former's duty to act reasonably in mitigation, so that she cannot expect the defendant to bear the additional cost of any failure to act reasonably on her part or that of her agents. The defendant's insurer has the luxury of being able to take its time, even to an unreasonable extent, provided it bears any additional expense which thereby arises. Where the defendant's delay is perhaps relevant is simply as an illustration of the fact – which I recognise in any event – that progressing these matters sometimes takes time, simply in the ordinary way of business, and that a counsel of perfection should neither be expected nor required.

[47] In light of the above consideration, I will disallow a period of two days' hire at the start of the hire period because I consider that it was unreasonable for Crash, acting on the plaintiff's behalf, to delay instruction of the motor assessor for those two days. There is no reason why he could not have been notified of the case for the purpose of assessing the vehicle in order to authorise repairs on the same day on which the hire car was delivered to the plaintiff. I do not propose to make any reduction for the delay in inspection in the circumstances of this case (although it is longer than I would have inspected or than would generally be considered reasonable, in my view); nor for the periods of alleged delay in Mr Wood providing his report to JMK and it being forwarded by JMK to AXA.

Conclusion

[48] For the reasons set out above, the award in this case will be as follows:

(a) £636.00 for agreed vehicle storage and recovery charges;
(b) £97.20 for agreed temporary insurance charges;
(c) £1,485.72 for vehicle hire (representing 36 days of hire at the agreed rate of £41.27); and
(d) £102.00 for agreed costs of vehicle recovery and hire car delivery.

This gives a total of £2,320.92.

[49] I will hear the parties on the issue of costs.