

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION



CAUSE NO. 112 OF 2018

BETWEEN:

JACQUELINE CARPENTER

PLAINTIFF

AND

ADVANCE BUILDING MAINTENANCE LTD.  
T/A ABM CLEANING SERVICES (JANITORIAL)

1<sup>ST</sup> DEFENDANT

AND

ROYAL CAYMAN ISLANDS POLICE SERVICE

2<sup>ND</sup> DEFENDANT



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WRIT OF SUMMONS

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TO: **Advance Building Maintenance Ltd. t/a ABM Cleaning Services (Janitorial)**  
37 Barnes Drive  
Industrial Park  
George Town  
Grand Cayman  
Cayman Islands

**Royal Cayman Islands Police Service**  
4<sup>th</sup> floor, Amerigo House  
Elizabethan Square  
George Town  
Grand Cayman  
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

**Issued this 21<sup>st</sup> day of June 2018**

NOTE – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is, and was at all material times, an individual and an employee of the Second Defendant.
2. The First Defendant is, and was at all material times, a Cayman Islands resident company, registered with company number 29048.
3. The Second Defendant is, and was at all material times, the Cayman Islands national police service.
4. The Second Defendant's headquarters are located at 4<sup>th</sup> floor, Amerigo House, Elizabethan Square, George Town, Grand Cayman, Cayman Islands (the "**Premises**"). On 24 March 2017 at approximately 8am, in the course of the Plaintiff's employment, she was crossing the reception area of the Premises towards the exit. The flooring of the reception area of the Premises is tiled and had been recently cleaned by the First Defendant. The floor was wet as a result of that cleaning process. There were no signs indicating the floor was wet and no cordon around the wet area. The Plaintiff slipped on the wet floor and fell, sustaining injury as a result (the "**Accident**").
5. The Accident was caused by the negligence and/or the breach of statutory duty of the First Defendant and/or the Second Defendant, their servants and their agents in the following ways:

## PARTICULARS OF NEGLIGENCE

The First Defendant:

- (a) failed to take reasonable care to ensure that the Plaintiff would be reasonably safe in using the Premises;

- (b) exposed the Plaintiff to the risk of injury of which the First Defendant knew or ought to have known;
- (c) caused or permitted the floor of the Premises to be or remain in an unsafe state;
- (d) failed to use appropriate signage, or any signage, to notify the Plaintiff that the floor of the Premises was wet;
- (e) failed to cordon off the area of flooring within the Premises that was wet;
- (f) failed to put in place and/or maintain adequate policies or procedures to ensure that the floor of the Premises remained safe to walk on throughout, and subsequent to, the cleaning process; and
- (g) failed take reasonable steps to minimise any foreseeable risk to the Plaintiff.

The Second Defendant:

- (h) failed to take reasonable care to ensure that the Plaintiff would be reasonably safe in using the Premises;
- (i) exposed the Plaintiff to the risk of injury of which the Second Defendant knew or ought to have known;
- (j) caused or permitted the floor of the Premises to be or remain in an unsafe state;
- (k) failed to use, or to ensure the First Defendant used, appropriate signage, or any signage, to notify the Plaintiff that the floor of the Premises was wet;
- (l) failed to cordon off, or to ensure the First Defendant cordoned off, the area of flooring within the Premises that was wet;
- (m) failed to put in place and/or maintain adequate policies or procedures to ensure that the floor of the Premises remained safe to walk on throughout, and subsequent to, the cleaning process;
- (n) failed to put in place and/or maintain adequate policies or procedures to ensure that the First Defendant took reasonable steps to minimise any foreseeable risk to the Plaintiff;
- (o) failed to exercise adequate supervision of the First Defendant; and

- (p) In breach of section 58 of the Labour Law (2011 Revision), failed to ensure, so far as is reasonably practicable, the health, safety and welfare of the Plaintiff.
6. By reason of the matters aforesaid, the Plaintiff sustained personal injury, loss and damage.

### **PARTICULARS OF INJURY**

The Plaintiff suffered the following injury arising from the Accident:

- (a) A four (4) centimetre laceration to the nasal bone which resulted in scarring;
  - (b) Tenderness and swelling over the nasal bone;
  - (c) A compound fracture to the nasal bone; and
  - (d) Crooked cartilage.
7. As a result of the Accident the Plaintiff had to attend the Accident and Emergency Department at George Town Hospital. She was prescribed medication and required five days off work due to the pain and discomfort caused. She now requires nasal reconstruction with scar revision.

### **PARTICULARS OF SPECIAL DAMAGE**

8. The Plaintiff claims the cost of past and future medical treatment and expenses. Full particulars of special damages will be provided in advance of trial.
9. Further, the Plaintiff claims interest upon such damages as may be awarded under the provisions of section 34 of the Judicature Law (2013 Revision).

**AND THE PLAINTIFF CLAIMS:**

- (a) General Damages;
- (b) Special Damages;
- (c) Pre-judgment interest in accordance with section 34 of the Judicature Law (2013 Revision);
- (d) Post-judgement interest in accordance with section 34 of the Judicature Law (2013 Revision);
- (e) Further and/or other relief; and
- (f) Costs

**DATED THIS 21<sup>st</sup> day of June 2018**



**PRIESTLEYS**

TO: The Clerk of the Court

AND TO: The First Defendant and the Second Defendant

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (14) days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not endorsed on the Writ, the defence need not be served until fourteen (14) days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for fourteen (14) days after his Acknowledgement, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (14) days for acknowledging service, a Writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an Attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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1<sup>ST</sup> DEFENDANT

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ROYAL CAYMAN ISLANDS POLICE SERVICE

2<sup>ND</sup> DEFENDANT

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ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

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If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important

*Read the accompanying directions and notes for guidance carefully before completing this form.*

*If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.*

*Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.*

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
Yes [ ] No [ ]

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)  
Yes [ ] No [ ]

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Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_

Address for service:

*Please see overleaf...*

**Notes on address for service**

Attorney: where the Defendant is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign Attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Endorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

**PRIESTLEYS**  
ATTORNEYS-AT-LAW  
SECOND FLOOR, CARIBBEAN PLAZA  
878 West Bay Road  
PO BOX 30310  
GEORGE TOWN, GRAND CAYMAN  
CAYMAN ISLANDS, KY1-1202

*Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.*