

### AGS Loss Prevention Alerts Index

- LPA 01 [Consultant Providing Informal Advice for No Fee \(Formerly Loss Prevention Alert\)](#)
- LPA 02 [Expert Witness Immunity for Agreement to a Pre-Trial Joint Statement \(Formerly Loss Prevention Alert 2 – Dibb Lupton Alsop\)](#)
- LPA 03 [Potential Liabilities created by Completion Certificates \(Formerly Alert 3\)](#)
- LPA 04 Reclamation of Contaminated Land: Landfill Tax Appeal [Withdrawn – 2025]
- LPA 05 [Contracts \(Rights of Third Parties\) Act 1999](#)
- LPA 06 [An Example of the Restriction on the Recovery of Economic Loss](#)
- LPA 07 Check Your Insurance Now! [Withdrawn – 2025]
- LPA 08 Design Responsibility Under CDM 1994 [Withdrawn – 2025]
- LPA 09 [English Partnership v Mott MacDonald](#)
- LPA 10 [Environmental Protection Act 1990 & Environmental Act 1995](#)
- LPA 11 [Confusion about Assignment](#)
- LPA 12 [“Consultant’s Negligent Advice did not give Rise to Liability: The Case of Holbeck Hall Hotel Ltd v Scarborough Borough Council \(2000\)” \(FORMERLY Consultants Advice\)](#)
- LPA 13 Safety Concerns - CDM Compliance [Withdrawn – 2025]
- LPA 14 The Consequences of Damage to Underground Services (WITHDRAWN - replaced by LPA 59)
- LPA 15 [Personal Professional Liability](#)
- LPA 16 [Liability for Defective Survey](#)
- LPA 17 [The Obligation to Conduct Risk Assessments](#)
- LPA 18 [Beware of Insurance Renewals](#)
- LPA 19 [Policies on Document Destruction and Retention](#)
- LPA 20 [An Example of Economic Loss in a Reclamation Project](#)
- LPA 21 [Contractor’s Duty of Care to Employees of Sub-Contractors](#)
- LPA 22 [How Expert Witnesses Can Be Paid](#)
- LPA 23 [Contractor's/Consultants Duty of Care to Employees of Others Revisited](#)
- LPA 24 [Advising Clients Applying for Regulatory Licenses Under Environmental Law or Planning Control](#)
- LPA 25 [Onerous Terms in English Partnerships' Collateral Warranties](#)
- LPA 26 [Remediation and the Waste Management Regime - What should be said to clients?](#)
- LPA 27 Changes to Asbestos Regulations (WITHDRAWN – replaced by LPA 61)
- LPA 28 [The Consequences of a Hard Insurance Market on Existing Collateral Warranties](#)
- LPA 29 ["No Win, No Fee" - Speculative Contracts, Stephen Donald Architects Ltd v. Christopher King \[2003\] EWHC 1867 \(TCC\)](#)
- LPA 30 [The Problems with Indemnities](#)
- LPA 31 [Authority to Execute Contract](#)
- LPA 32 [Validation Reports - The Risks and Ramifications](#)
- LPA 33 [Working on Another's Land](#)

- LPA 34 [Extension of the Law of Vicarious Liability](#)
- LPA 35 [Erosion of Expert Witness Immunity](#)
- LPA 36 [Ove Arup v Mirant Asia](#)
- LPA 37 [Proforce Recruit Ltd \("Proforce"\) v. The Rugby Group Ltd \("the Rugby Group"\)](#)
- LPA 38 [The Dangers of Executing Contracts as Deeds](#)
- LPA 39 [The Risk for a Professional when Operating Without Insurance](#)
- LPA 40 [Drilling into Coal Authority Assets](#)
- LPA 41 [Use of Google Earth Images in Reports \(WITHDRAWN – replaced by LPA 50\)](#)
- LPA 42 [Deleterious Material Clauses](#)
- LPA 43 [Construction Industry Scheme- Issues to be Considered by Consultants](#)
- LPA 44 [Notifying Insurers](#)
- LPA 45 [Assignments of Reports](#)
- LPA 46 [Corby Borough Council Group Litigation – Lesson for Professionals](#)
- LPA 47 [Professional Indemnity Insurance Requirement under the NEC3 Professional Services Contract](#)
- LPA 48 [Insurance Cover for Environmental “Clean-up Costs”](#)
- LPA 49 [Damage Caused by Water from Another’s Land](#)
- LPA 50 [Use of Google Earth Images in Reports](#)
- LPA 51 [Expert Witness Immunity Abolished](#)
- LPA 52 [Eurocodes- Potential Legal Implications](#)
- LPA 53 [Issues of Interpretation: An Exception to the “Without Prejudice” Rule](#)
- LPA 54 [Tree Root Damage](#)
- LPA 55 [Net Contribution Clauses](#)
- LPA 56 [Danger to Underground Railway Infrastructure from Piling Works](#)
- LPA 57 [Recent cases indicate larger fines are likely for Health & Safety Offences](#)
- LPA 58 [Risks Associated with As-Built Drawings](#)
- LPA 59 [The Consequences of Damage to Underground Services](#)
- LPA 60 [What is meant by Supervision?](#)
- LPA 61 [Changes to Asbestos Regulations](#)
- LPA 62 [Advice for Expert Witnesses](#)
- LPA 63 [The Consumer Contracts \(Information, Cancellation And Additional Charges\) Regulations 2013](#)
- LPA 64 [Environment Agency, Standard Rules SR2015 No 36](#)
- LPA 65 [MT Hojgaard AS v E.ON Climate and Renewables UK Robin Rigg East Ltd & Anor \[2017\] UKSC 59](#)
- LPA 66 [Overview and Review of the Construction Act Payment Provisions](#)
- LPA 67 [Japanese Knotweed – Professionals should know the law and their responsibilities](#)
- LPA 68 [Guidance on Duty of Care arising from Third Party reliance on a geotechnical report: BDW Trading Ltd v Integral Geotechnique \(Wales\) Ltd \[2018\] EWHC 1915 \(TCC\)](#)
- LPA 69 [The need for well-defined objectives and scope agreed by the Client and Ground Engineering Specialist](#)
- LPA 70 [Liability of Parent Companies for overseas subsidiaries - Vedanta Resources PLC and another v Lungowe and others \[2019\] UKSC 20](#)
- LPA 71 [Duty to Warn on a Construction Project – Managing the Risk](#)

- LPA 72 [Reminder of the Problems with Indemnities](#)
- LPA 73 [Liability for Subcontractor's Fraud](#)
- LPA 74 [The Building Safety Act 2022: Significant Changes to the Limitation Period Under The Defective Premises Act 1972](#)
- LPA 75 [Safeguarding Contractual Caps on Liability](#)
- LPA 76 [Reliance on another Company's Report](#)
- LPA 77 [Limits of Liability – Are They 'Reasonable' Under the Unfair Contract Terms Act?](#)
- LPA 78 [Document Retention: Is your Document Retention Policy sufficient?](#)