

# Osprey Approach: Receive Part 36 Offer

This help guide was last updated on  
Apr 11th, 2023

The latest version is always online at  
<https://support.ospreyapproach.com/?p=45342>


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**RECEIVE PART 36 OFFER DEFENDANTS 1**

COMPLETE DETAILS AS APPROPRIATE:

Date Received Part 36 Offer Expires Defendant 1

Defendant 1 Offer to Settle Whole or Part of Claim

Please Select 

Please Select

Whole

Part

 Submit

Cancel

## **Court – File Bundle**

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{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_address }

Dear Sirs

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
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**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
**Claim No:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }  
**Hearing Date:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_HEAR\_D }  
**Hearing Time:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_HEAR\_T }

Please find attached trial bundle for filing in the above claim.

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\UPPER }



**Client – Once Other Funding**

**Confirmed**

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**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

I am writing further to your potential claim and as we have now resolved how the matter will be funded, I have enclosed with this letter what is known as a 'client care' letter, which sets out how work will be carried out on your file. Please keep this letter safe for future reference.

I have also enclosed with this letter some forms of authority for you to complete to obtain your medical records. Please check the details on the forms before signing them and returning them to me. Once I have received the forms I will then apply for copies of your medical records.

I look forward to hearing from you soon.

Yours sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
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# **Client Advice re Defendant 1**

**Part36 Offer Received**

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**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

As we discussed, I enclosed a copy of the Part 36 settlement offer which I have received from { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }. The purpose of this letter is to help you decide whether to accept the offer and to help you come to a decision I have explained what a Part 36 offer is, what the defendant has offered you and the consequences of accepting or rejecting this offer.

A Part 36 offer is a special kind of settlement offer governed by Part 36 of the Civil Procedure Rules 1998.

Part 36 of the Civil Procedure Rules 1998 is a complex and detailed area of law. This letter does not attempt to explain every possible use of such an offer but instead summarises how it operates in most ordinary scenarios. It will also propose options for the progression of your case.

I wish to point out the following:

**Options available to you**

There are a number of options available to you in relation to the offer. You can:

- accept the offer

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- reject/not accept the offer
- make a counter offer

### **Our recommendations**

### **Next steps**

I hope this letter comprehensively details the position with Part 36 offers. Once you have had an opportunity to consider the proposed offer of settlement, please contact me to discuss so that I may respond to the defendant.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
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**Client - Send Court Order**

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**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Further to the hearing in your matter, I have now received a copy of the sealed Order from  
the Court, which I enclose herewith for your records.

Yours sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
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# **Client – CFA What You Need To**

**Know**

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**Re: { MERGEFIELD MATTER\_MATTER\_DESCRIPTION }**

Yours sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }**

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**Client – Enc Claim for Approval**

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**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Please find enclosed your claim form and particulars of claim for approval.

I wish to draw your attention to the following:

Please contact me at as soon as you have reviewed the documents so that I may submit them to the court.

I look forward to hearing from you.

Yours sincerely

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**Client – Once CFA Confirmed**

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**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

We have discussed options for funding the costs of your case and It appears that none of these options are available or suitable and we have therefore agreed to act on a 'No Win, No Fee' basis. This is called a conditional fee agreement or CFA and we have enclosed the agreement with this letter.

I also enclose with this letter, what is known as a 'client care' letter, which sets out how work will be carried out on this matter under the CFA. Please keep this letter safe. You will see that the letter sets out our charging rates. Please rest assured that these figures are detailed, so we can recover our costs from the Defendants if the case is successful.

Definitions of words used in this letter and the accompanying CFA are explained in the attached glossary of terms.

**If You Win Your Case**

If you win your case you will be liable to pay the costs detailed below. Some of these you may be able to claim from the Defendant. Details of the costs are shown in the enclosed agreement and are subject to VAT at the prevailing rate.

**Our Base Costs**

These depend on how much time we spend on your case and are calculated on the hourly rates set out in the attached CFA. You can normally expect to recover a proportion of our base costs from the Defendant. Certain factors can reduce the amount of base costs you recover from the Defendant, for example if the Defendant makes a Part 36 offer to settle your claim which you do not subsequently beat, or the court considers your costs are

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disproportionate to the value of your claim. We will advise you if and when such factors arise.

### Success Fee

The success fee is calculated at { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CFA\_SFPER }% of our base costs. This is our compensation for running the risk of not being paid base costs if you are not successful in winning case. This fee cannot be recovered from the Defendant, and you will be liable to pay it. The success fee is subject to a 'cap'. The success fee (including VAT) will not exceed 25% of certain 'damages' unless your claim or a specific issue in your claim goes to appeal. In these circumstances the success fee (including VAT) will not exceed 100% of 'damages'. In summary unless your case goes to appeal you can expect to receive at least 75% of any compensation for past losses and pain, suffering and loss of amenity and 100% of any compensation for future losses and expenses.

### Disbursements paid on your behalf

These can include court fees or expert fees and you can normally expect to recover a proportion of our disbursements from the Defendant. You will be liable to pay any shortfall. Certain factors can reduce the amount of disbursements you recover from your Defendant. We will normally try to instruct a barrister on a 'No Win, No Fee' basis. If so, we will advise you at the time what fees you will be liable to pay the barrister. If we cannot instruct a barrister on a 'No Win, No Fee', the barrister's fees will be treated the same as any other disbursement.

### **If You Lose Your Case**

If you lose your case, you will not be liable to pay our base costs or a success fee under the terms of a CFA. However, you will be liable to pay any disbursements spent on your behalf, for example court fees, expert fees or any barrister who does not act on a no-win-no-fee basis. You will also be liable to pay the Defendant's costs.

### **Ending this agreement**

#### Paying us if you end this agreement

You can end the agreement at any time. We then have the right to decide whether you must:

- pay our base costs and our disbursements including barristers' fees but not the success fee when we ask for them; or
- pay our basic charges, and our disbursements including barristers' fees and success fees if you go on to win your claim for damages.

#### Paying us if we end this agreement

We can end this agreement if:

- you do not keep to your responsibilities. We then have the right to decide whether you must:
  - pay our basic charges and our disbursements including barristers' fees but not the success fee when we ask for them; or
  - pay our basic charges and our disbursements including barristers' fees and success fees if you go on to win your claim for damages.
- we believe you are unlikely to win. If this happens, you will only have to pay our disbursements. These will include barristers' fees if the barrister does not have a conditional fee agreement with us.
- you reject our opinion about making a settlement with your opponent. You must then:
  - pay the basic charges and our disbursements, including barristers' fees;
  - pay the success fee if you go on to win your claim for damages.

If you ask us to get a second opinion from a specialist solicitor outside our firm, we will do so. You pay the cost of a second opinion.

- you do not pay your insurance premium when asked to do so.

### Death

This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our basic charges up to the date of your death from your estate.

If your personal representatives wish to continue your claim for damages, we may offer them a new conditional fee agreement, as long as they agree to pay the success fee on our basic charges from the beginning of the agreement with you.

### **What happens after this agreement ends**

After this agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed including a success fee if you win.

### **Right to cancel**

You have the right to cancel this contract within 14 days without giving any reason. We will not start work during the cancellation period unless you expressly ask us to. The 'Instructions for Cancellation' notice, which can be found at Schedule 3 of the enclosed CFA. This will explain how to cancel, the effect of cancellation and what you will be liable for if you ask us to start work during the cancellation period.

## **Forms of Authority**

As well as the documents mentioned above relating to the CFA, I have also enclosed forms of authority for you to complete in order to allow me to obtain your medical records. Please check the details on the forms before signing them and returning them to me. Once I have received the forms I will then apply for copies of your medical records.

## **What you need to do**

This letter encloses:

- The Conditional Fee Agreement in duplicate - Please sign where indicated and return one copy of the agreement to us.
- Request to start work during the cancellation period form - if you would like us to start work during the cancellation period, please complete, sign and return this enclosed form.
- Forms of Authority - Please check, complete and sign these and return to us.

If you have any queries or concerns about this letter or the enclosed documents, please do not hesitate to contact us. I look forward to hearing from you soon.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
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# **Client – Confirm Proceedings**

**Issued**

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**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Thank you for approving the Court Forms and returning them to me.

As you will recall from my last letter, the Defendant has failed to make any acceptable offers of settlement in the claim and it became necessary to take the matter to the more formal stage of issuing court proceedings.

I confirm that having taken your instructions, the claim has now been issued in the County Court on your behalf. Once the papers are received back from the Court, they will be sent to the Defendant who then has 14 days to acknowledge the claim and then a further 14 days to file a Defence.

I will therefore update you in a month when the Defence is filed to advise further.

Yours sincerely

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**Client – Enclose Draft Statement**

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**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Further to our recent communications I have now drafted { IF { MERGEFIELD  
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LINKNAME\_FORENAME\_1 }'s "your" } witness statement as discussed.

I enclose the statement for your approval. Please check the content is a correct and  
accurate account of the circumstances.

If you are happy with the statement as it is drafted, please can you sign and date it and then  
return it to me.

Alternatively, please amend the statement or telephone me to discuss any amendments that  
you may wish to make over the phone.

It is important to note the statement at truth at the end of your statement. It is important that  
your statement is true and accurate because it may be disclosed to the judge and relied  
upon at trial in due course. By signing the statement of truth you are confirming to the court  
that you have an honest belief in the content of the statement.

It is important to appreciate that proceedings for contempt of court may be brought against  
anyone who makes, or causes to be made, a false statement in a document verified by a  
statement of truth without an honest belief in its truth.

If you are happy with the statement as it is drafted please can you sign and date it and then  
return it to me in the enclosed pre-paid envelope.

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LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

## **Client - After 1st Meeting**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Further to the above, I have enclosed with this letter some information about my firm. This also sets out how we would investigate such a claim and the tests involved in the law for establishing whether or not there has been negligence.

From the brief discussion that we had, I do believe that you are justified in making enquiries to see whether or not there has been substandard treatment (liability) and to establish how you suffered as a result of that substandard treatment (causation). This is not to say that I am saying that you have a claim which will be successful, but on the information you have provided to me to date, I consider the treatment you received warrants further investigation.

In order to investigate your claim, I may need to obtain all of your medical records, including G.P. records. I may also need to obtain independent expert opinion to look at the problems that you have encountered as a result of any potential negligence. I may need to obtain further medical evidence to investigate the harm or damage that you have suffered. { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_COMP } = "No" "

I understand that you have not yet pursued the complaints procedure following the care you have been provided. Following the complaints procedure may provide you with some answers and will also assist if you are to proceed further with a potential claim. For more details abouts the NHS complaints procedure please visit { HYPERLINK "https://www.nhs.uk/using-the-nhs/about-the-nhs/how-to-complain-to-the-nhs/" }.

Everyone who provides an NHS service in England must have their own complaints procedure. You can often find information in waiting rooms, at reception, on the service provider's website, or by asking a member of staff. Any complaint will need to set out a chronology of events, your reasons for the complaint and any questions you have. Try to keep any questions concise so that any response does not skirt around the main issues. Please ensure you keep a copy of any correspondence sent and received. Whilst a complaint can run alongside a legal claim, I would not recommend stating in the letter that

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you are considering legal advice, as my experience is that the letter of complaint will not be dealt with if you advise them of this. You should expect an acknowledgement and the offer of a discussion about the handling of your complaint within 3 working days of your complaint being received.

Unfortunately we cannot assist with the complaints process, but there is an organisation known as NHS Complaints Advocacy Service, an independent service, who should be able to help you to write a letter of complaint if you need assistance in doing so and they can provide you with free confidential help. For more information on this service visit {  
HYPERLINK "https://www.voiceability.org/about-advocacy/types-of-advocacy/nhs-complaints-advocacy" }. "I understand that you have pursued the complaints procedures available to you and I would ask pleased that you provide me with a copy of any correspondence you have in this respect, if you have not yet provided these to me." }

We did briefly discuss the various funding options available when bringing a legal claim. To discuss the case, there has been no charge to you. Please check whether you have any household, car, credit/debit card insurances that may have a legal protection attached to them (often referred to as Legal Expense Cover or **BTE - Before the Event insurance**). The policy ought to have been in place at the time of the alleged negligence. I therefore suggest that the starting point is for you to check through any insurance policies that you have to see whether or not you have any legal expense cover. Often they can exclude clinical negligence matters but I do feel it is worth checking this area. If you would like to discuss this further, I would be more than happy to do so.

If the funding options discussed above are not available, we would need to consider if the matter is suitable for a '**No Win, No Fee**' agreement (Conditional Fee Agreement or CFA). This will mean that if we are not successful in your claim, we would waive our fees. Before proceeding with such an agreement, we must firstly ensure you do not have any **Before the Event insurance** and consider whether the case would be suitable for a 'no, win, no fee' agreement based on our assessment of the strengths of your case.

If the matter did go on to be funded by way of a 'no win, no fee' agreement, I can advise that if you were successful with a claim of this nature, you would be liable to pay for the following:

- Our base costs calculated by how much time we spend working on your matter based on our hourly rate as set out in the CFA. As a general rule you can expect to recover a portion of this from the defendant. There are factors that can affect the amount of base costs recoverable from the defendant, which we will advise you upon when such factors arise.
- A success fee would be payable from any damages that you receive. Again, this will be set out in the CFA. This is the fee to account for our risk of not being paid our base cost in the event you are not successful in your claim. You are liable for the success fee in full and cannot be recovered from the defendant.
- Any disbursements we pay out on your behalf such as court fees or medical expert fees. As a general rule you can expect to recover a portion of this from the defendant and you would be required to pay any shortfall in the amounts payable. There are again factors that can affect the value of disbursements recoverable from the defendant, which we will advise you upon when such factors arise.
- Any fee for a barrister instructed in your behalf. A barrister would normally also be instructed on a no win no fee basis and details of any such agreement would be advised at the time. If a no win no fee arrangement cannot be agreed with a barrister, the fees would be treated the same as any other disbursement as detailed above.

If you were not successful with your claim, you would not be liable to pay our base costs or the success fee but you would be required to pay any disbursements, barrister costs and the defendants costs.

If the matter were to proceed via a CFA, we would also need to consider obtaining what is known as 'after the event' insurance (ATE) to provide you with further protection. This will cover the legal costs payable to the defendant in the event that the claimant's claim is unsuccessful. I will write to you separately regarding this if required.

I look forward to hearing from you further. Please ensure in the meantime that you keep safe any evidence- such as prescription, letter of complaint/response, medicine boxes etc. if you need to contact me please do not hesitate to do so.

Finally, I must remind you of the time limits applicable to claims for clinical negligence. The law requires all individuals who have sustained personal injuries as a result of another's acts/omissions to bring a claim (that is to issue Court proceedings) within three years of the date of the alleged negligence or three years from the date upon which they suspected/believed or ought reasonably have suspected/believed that they may have suffered as a result of another's acts/omissions. A failure to do so may result in them being prevented from bringing a claim about the matter in the future.

I look forward to hearing from you as to whether you do have 'Before the Event' insurance or whether you wish for us to consider matters under a CFA as above.{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_COMP } = "No" "Please can you also let me know whether you will be pursuing the NHS complaints procedure as discussed." "" }

Of course, should you have any difficulties or queries upon receipt of this letter, please do not hesitate to contact me.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }



**Client – CFA**

**This model agreement is in the process of being amended to take make it fully compliant with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You should refer to those regulations before using this model.**

**Disclaimer**

This model agreement is not a precedent for use with all clients and it will need to be adapted/modified depending on the individual clients' circumstances and solicitors' business models. In all cases solicitors must therefore ensure that any agreement with a client is made in compliance with their professional duties, the requirements of the SRA and any statutory requirements. The Law Society does not accept any responsibility for any breaches of such requirements in respect of this model agreement which is intended for guidance only.

**Conditional Fee Agreement ('CFA')**

***[For use in personal injury and clinical negligence cases only].***

This agreement is a binding legal contract between you and your solicitor/s. Before you sign, please read everything carefully. This agreement must be read in conjunction with the Schedules and the Law Society Conditions attached.

**I/We, { MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME } the solicitor/s**

**You { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } of { MERGEFIELD "CLIENT\_HOUSE" } { MERGEFIELD "CLIENT\_AREA" } { MERGEFIELD "CLIENT\_POSTAL\_TOWN" } { MERGEFIELD "CLIENT\_COUNTY" } { MERGEFIELD "CLIENT\_POSTCODE" }, the client**

**What is covered by this agreement**

- Your claim for damages for personal injury suffered on or about the { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT } as a result of { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_INJ\_DT }
- Any application for pre-action or non-party disclosure.
- Any appeal by your opponent.
- Any appeal you make against an interim order or an assessment of costs.
- Any proceedings you take to enforce a judgment, order or agreement.
- Negotiations about and/or a court assessment of the costs of this claim.

**What is not covered by this agreement**

- Any counterclaim against you.
- Any appeal you make against the final judgment or order.

**Paying us if you win**

If you win your claim, you pay our basic charges, our expenses and disbursements and a success fee together with the premium for any insurance you take out. You are entitled to seek recovery from your opponent of part or all of our basic charges and our expenses and disbursements, but not the success fee or any insurance premium.

**[The overall amount we will charge you for our basic charges, success fees, expenses and disbursements is limited as set out in Schedule 2 below.]**

It may be that your opponent makes a formal offer to settle your claim which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer. If this happens, we will **[not add our success fee to the basic charges] [not claim any costs]** for the work done after we received notice of the offer or payment. In these circumstances, you may be ordered to pay your opponent's costs, but only up to the amount of damages and interest awarded to you.

### **Expenses and Disbursements**

If you receive interim damages, we may require you to pay our expenses and disbursements at that point and a reasonable amount for our future expenses and disbursements.

If you receive provisional damages, we are entitled to payment of our basic charges, our expenses and disbursements and success fee at that point.

If you win overall but on the way lose an interim hearing, you may be required to pay your opponent's charges of that hearing, but usually only up to the amount of damages awarded to you.

If on the way to winning or losing you are awarded any costs, by agreement or court order, then we are entitled to payment of those costs, together with a success fee on those charges if you win overall.

### **What do I pay if I lose?**

If you lose you will normally have the benefit of Qualified One-Way Cost Shifting so the court will not usually enforce an order for costs against you, unless:

- the proceedings have been struck out; or
- the claim is fundamentally dishonest; or
- the claim includes a claim for the financial benefit of someone else.

If you lose, you do not pay our charges **[but we may require you to pay our expenses and disbursements]**.

### **The Success Fee**

The success fee is set out in Schedule 1.

### **Basic Charges**

Details of our basic charges are set out in Schedule 2.

### **Ending this agreement**

If you have a right to cancel this agreement under Schedule 3 (see below) and do so

within the 14 day time limit, you will pay nothing. Otherwise if you end this agreement

before you win or lose, you pay our basic charges and expenses and disbursements. If you go on to win, you also pay a success fee.

We may end this agreement before you win or lose, with the consequences set out in the Law Society Conditions.

### **Other points**

Definitions of words used in this CFA are explained in the Law Society Conditions.

You have the right to cancel this agreement in the circumstances set out in Schedule 3.

We add VAT, at the rate that applies when the work is done, to the total of the basic charges and success fee. Our VAT Registration Number is { *MERGEFIELD VATNO\_vat\_number* }.

**[You may be able to take out an insurance policy against the risk of paying expenses and disbursements (but not our charges) if you lose, or some or all of your opponent's costs even if you win. You will be responsible for paying the insurance premium for this if you win. If you lose the premium [is still/is not] payable. Full details are contained in the insurance policy documents. We will give further information about insurance policies to you so that you can decide whether you wish to take one out].**

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

### **Signatures**

**Signed by the solicitor:** .....

**Signed by the client:** .....

**Dated:**.....

**Note: We are not bound to act on a conditional fee basis until both you and we have signed this agreement.**

## Schedule 1

### Success fee

The success fee is set at { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CFA\_SFPBT }% of our basic charges, where the claim concludes at trial; or { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CFA\_SFPER }% where the claim concludes before a trial has commenced.

The success fee percentage reflects the following:

- (a) the fact that if you lose, we will not earn anything;
- (b) our assessment of the risks of your case;
- (c) any other appropriate matters;
- (d) the fact that if you win we will not be paid our basic charges until the end of the claim;
- (e) our arrangements with you about paying expenses and disbursements.
- (f) the arrangements about payment of our costs if your opponent makes a Part 36 offer or payment which you reject on our advice, and your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment.

The Success Fee cannot be more than 100% of the basic charges in total.

### **Cap on the amount of Success Fee which you will pay us in the event of Success in proceedings at first instance**

There is a maximum limit on the amount of the success fee which we can recover from you.

That maximum limit is 25% of the total amount of any:

- (i) general damages for pain suffering and loss of amenity; and
- (ii) damages for pecuniary loss, other than future pecuniary loss;

which are awarded to you in the proceedings covered by this agreement. The maximum limit is applicable to these damages net of any sums recoverable by the Compensation Recovery Unit of the Department of Work and Pensions. The maximum limit is inclusive of any VAT which is chargeable.

### **[The maximum limit includes any success fee payable to a barrister who has a CFA with us.]**

However, this maximum limit applies only to a success fee for proceedings at first instance and not to a success fee on other proceedings (such as, for example, an appeal against a final judgment or order).

We will provide you with a copy of any relevant judgment or of our calculation of any

settlement showing how much of your damages should be attributed to General

Damages and Past Pecuniary Loss, net of any sums recoverable by the Compensation Recovery Unit. **[If you do not agree our calculation and this makes a difference to the amount of the Success Fee payable you, then we will put the matter for determination by an independent barrister of at least 10 years call, to be appointed by agreement between us or, in default of agreement, by the President of the Law Society of England and Wales, such barrister to act as expert and not as arbitrator and his decision shall be binding. The barrister's costs for assessing this issue are to be paid by you if the barrister agrees with us, but otherwise are to be paid by us.]**

You also have the right to apply to the court for assessment of our costs, including our success fee.



## Schedule 2

### Basic charges

These are for work done from now until this agreement ends. These are subject to review.

### How we calculate our basic charges

These are calculated for each hour engaged on your matter. Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis. The hourly rates are:

| Grade of Fee Earner  | Hourly Rate |
|--|-------------|
| 1<br>Solicitors with over eight years post qualification experience including at least eight years litigation experience.                    |             |
| 2<br>Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience. |             |
| 3<br>Other solicitors and legal executives and fee earners of equivalent experience  |             |
| 4<br>Trainee solicitors, para legals and other fee earners.  |             |

We review the hourly rate in **[month]** each year and we will notify you of any change in the rate in writing.

### [Fixed Fees/Costs]

**[The above hourly rates may not apply if your claim is subject to a specific fixed fee arrangement agreed between us. If a specific fixed fee arrangement has been agreed with you it is set out below and that fee plus expenses payable by you will be the amount of legal costs payable by you less any amount recovered from your opponent.]**

### [Overall cap on your liability for costs]

**[We will limit the total amount of charges, success fees, expenses and disbursements (inclusive of VAT) payable by you (net of any contribution to your costs paid by your opponent) to a maximum of [25%] of the damages you receive].**

### Schedule 3

#### Notice of the Right to Cancel

This only applies if you sign the Conditional Fee Agreement:

- (i) At your home, workplace or at someone else's home; or
- (ii) At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else's home; or
- (iii) At our offices but following a meeting between us away from our offices.

You have the right to cancel this contract, without reason, if you wish and can do so by delivering, sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION } of { MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME } at { MERGEFIELD PRACTICEINFO\_HOUSE } { MERGEFIELD "PRACTICEINFO\_AREA" } { MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" } { MERGEFIELD "PRACTICEINFO\_COUNTY" } { MERGEFIELD "PRACTICEINFO\_POSTCODE" } { MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } { MERGEFIELD "client\_no" } { MERGEFIELD "matter\_no" }

Notice of cancellation is deemed to be served as soon as it is posted or sent to us.

You can use the cancellation form provided below if you wish.

Signed on behalf of { MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME }: .....

Dated: .....

If you wish to cancel the contract, you **must do so in writing** and deliver personally or send (which [may] [may not] be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

.....

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

To: { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION } of { MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME }

at { MERGEFIELD PRACTICEINFO\_HOUSE } { MERGEFIELD "PRACTICEINFO\_AREA" } { MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" } { MERGEFIELD "PRACTICEINFO\_COUNTY" } { MERGEFIELD "PRACTICEINFO\_POSTCODE" }

Case Reference No: «MATTER\_FEE\_EARNER\_ID»\«client\_no»\«matter\_no»

I hereby give notice that I wish to cancel my Conditional Fee Agreement with your firm.

Signed: .....

Name (please print): .....

Address: .....

.....

Date: .....

## Law Society Conditions

The Law Society Conditions below are part of this agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask us about anything you find unclear.

### Our responsibilities

We must:

- always act in your best interests, subject to our duty to the court;
- explain to you the risks and benefits of taking legal action;
- give you our best advice about whether to accept any offer of settlement;
- give you the best information possible about the likely costs of your claim for damages.

### Your responsibilities

You must:

- give us instructions that allow us to do our work properly;
- not ask us to work in an improper or unreasonable way;
- not deliberately mislead us;
- co-operate with us;
- go to any medical or expert examination or court hearing.

### Dealing with costs if you win

- **[Subject to any overall cap agreed with you]** you are liable to pay all our basic charges, our expenses and disbursements and the success fee (up to the maximum limit) **[together with the premium of any insurance policy you take out]**.
- Normally, you can claim part or all of our basic charges and our expenses and disbursements from your opponent,. You provide us with your irrevocable agreement to pursue such a claim on your behalf. However, you cannot claim from your opponent the success fees **[or the premium of any insurance policy you take out]**.
- If we and your opponent cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed by the court does not cover all our basic charges and our expenses and disbursements, then you pay the difference **[up to any maximum agreed with you]**.
- You, not your opponent, pay our success fee **[and any insurance premium]**.

- You agree that after winning, the reasons for setting the success fee at the amount stated may be disclosed to the court and any other person required by the court.
- If your opponent is receiving Community Legal Service funding, we are unlikely to get any money from him or her. So if this happens, you have to pay us our basic charges, expenses and disbursements and success fee.

We are allowed to keep any interest your opponent pays on the charges.

You agree to pay into a designated account any cheque received by you or by us from your opponent and made payable to you. Out of the money, you agree to let us take the balance of the basic charges; success fee; **[insurance premium]**; our remaining expenses and disbursements; and VAT.

You take the rest.

*If your opponent fails to pay monies due to you*

If your opponent does not pay any damages or charges owed to you, we have the right to take recovery action in your name to enforce a judgment, order or agreement. The charges of this action become part of the basic charges.

### **Payment for advocacy**

The cost of advocacy and any other work by us, or by any solicitor agent on our behalf, forms part of our basic charges. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment.

*Barristers who have a conditional fee agreement with us*

If you win, you are normally entitled to recover their fee from your opponent, but not their success fee. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. You must pay the barrister's success fee shown in the separate conditional fee agreement we make with the barrister. We will discuss the barrister's success fee with you before we instruct him or her. If you lose, you pay the barrister nothing.

**[The barrister's success fee is included within the maximum limit to the recoverable success fee in proceedings at first instance as explained in Schedule 1].**

*Barristers who do not have a conditional fee agreement with us*

If you win, then you will normally be entitled to recover all or part of their fee from your opponent. If you lose, then you must pay their fee.

### **What happens when this agreement ends before your claim for damages ends?**

#### ***(a) Paying us if you end this agreement***

You can end the agreement at any time. Unless you have a right to cancel this agreement under Schedule 3 and do so within the 14 day time limit we then have the right to decide whether you must:

- pay our basic charges and our expenses and disbursements including barristers' fees but not the success fee when we ask for them; or
- pay our basic charges, and our expenses and disbursements including barristers' fees and success fees if you go on to win your claim for damages.

***(b) Paying us if we end this agreement***

- (i) We can end this agreement if you do not keep to your responsibilities. We then have the right to decide whether you must:
  - pay our basic charges and our expenses and disbursements including barristers' fees but not the success fee when we ask for them; or
  - pay our basic charges and our expenses and disbursements including barristers' fees and success fees if you go on to win your claim for damages.
- (ii) We can end this agreement if we believe you are unlikely to win. If this happens, you will **[pay nothing] [only have to pay our expenses and disbursements]. [These will include barristers' fees if the barrister does not have a conditional fee agreement with us.]**
- (iii) We can end this agreement if you reject our opinion about making a settlement with your opponent. You must then:
  - pay the basic charges and our expenses and disbursements, including barristers' fees;
  - pay the success fee if you go on to win your claim for damages.

If you ask us to get a second opinion from a specialist solicitor outside our firm, we will do so. You pay the cost of a second opinion.

**[(iv) We can end this agreement if you do not pay your insurance premium when asked to do so.]**

***(c) Death***

This agreement automatically ends if you die before your claim for damages is concluded. We will be entitled to recover our basic charges up to the date of your death from your estate.

If your personal representatives wish to continue your claim for damages, we may offer them a new conditional fee agreement, as long as they agree to pay the success fee on our basic charges from the beginning of the agreement with you.

**What happens after this agreement ends**

After this agreement ends, we may apply to have our name removed from the record of any court proceedings in which we are acting unless you have another form of funding and ask us to work for you.

We have the right to preserve our lien unless another solicitor working for you undertakes to pay us what we are owed including a success fee if you win.

## **Client – Advice on Disclosure**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" }  
{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

I am now about to deal with the stage in your court case known as 'disclosure'.

You will know, from my letter summarising the steps in the court proceedings, that this stage of the case involves disclosure of relevant documents. I must therefore prepare a list of all documents you have, or have had, relating to the claim. This list must be filed at court and sent to { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" } ('the Defendant').

In return, the Defendant must file at court, and send to us, a list of all documents the Defendant has, or has had, relating to the claim. We may well obtain useful information from such documents disclosed by the Defendant.

Disclosure is a very important part of the preparation of the case for a final hearing, if necessary. Accordingly it is essential that the list of documents sent out on your behalf complies with the requirements of the court. As you will need to sign the list confirming that you have complied with these requirements, it is important that I explain in some detail exactly what the court expects.

**1. The documents to be disclosed**

(1) The court expects disclosure of:

- (i) documents on which you rely; and
- (ii) documents which adversely affect your case; and
- (iii) documents which adversely affect the Defendant's case; and
- (iv) documents which support the Defendant's case.

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

*Either*

[If you refer back to the letter I sent you detailing points raised in the Defence, you will know the main issues in the case, which should help identify documents which support or adversely affect any party's case.]

*Or*

[In a case of this kind the court will however expect disclosure only of such documents which relate to claims for financial losses and expenses arising out of the injuries.]

- (2) The term 'documents' includes any:
  - (i) written documents;
  - (ii) photographs;
  - (iii) video recordings;
  - (iv) tape recordings;
  - (v) computer records;
  - (vi) e-mails;
  - (vii) other permanent or semi-permanent records.
- (3) However only documents in your control have to be disclosed. The court regards a document as being in your control if:
  - (i) it is in your physical possession; or
  - (ii) you have, or have had, a right to physical possession of the document; or
  - (iii) you have, or have had, a right to see or take copies of the document.
- (4) In a case of this kind typical documents which would be relevant and ought to be disclosed would include:
  - (i) receipts for any property damaged in the accident;
  - (ii) receipts for any expenditure incurred as a result of the injuries;
  - [(iii) any documentation relating to how the injuries were suffered;]
  - [(iv) any contract or written particulars of terms of employment;
  - (v) safety literature;]
  - [(vi) tax documentation;
  - (vii) State benefit documentation;
  - (viii) pay slips or pay advices.]

You do not need to let me have letters or other documents I have sent you as of course copies are in my file, and I am arranging to include these where appropriate, in the list.

## **2. The duty of search**

- (1) The court expects a reasonable search to be made for documents.
- (2) In particular I need to know if you have not undertaken any search for:
  - (i) documents pre-dating a particular date;
  - (ii) documents which may be at any particular location;
  - (iii) documents in any particular category.

Unless I hear from you to the contrary I shall assume the search has not been limited in any such way.

### **3. The format of the list**

- (1) The list must disclose any documents in your control, including any that have come into existence since the case began. Accordingly if you do have any further documents, please could you let me have them without delay.
- (2) The list must also disclose any documents you have had but no longer have, with details of:
  - (i) a description of any such documents; and
  - (ii) what has happened to those documents.

If there are any such documents please can you let me have the necessary details. Unless I hear from you accordingly I shall assume there are no such documents.

I am sorry to have to write at some length on this stage of the case, but it is important to stress that the court expects disclosure of relevant documents to be dealt with very carefully.

Based on the documentation already available to me I have prepared and enclose a draft list of documents for your approval. Once you have read this letter would you please check the draft list to ensure that all relevant documents are disclosed. If you are content that the list is complete, please sign it in the space provided on the second page and then return it to me in the pre-paid envelope also enclosed. If however there are any further documents that ought to be disclosed in the list, please could you return the draft list either amended or with a separate note attached detailing those documents so that the list can be amended ready for final approval.

If you are not sure whether further documents ought to be disclosed in the list please telephone me.

I look forward to hearing from you.

Yours sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }**  
**{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }**

# Case Summary

IN THE  
{ MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name                      Claim No. { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }  
\\\*UPPER }

B E T W E E N : -

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" }

Claimant

- and -

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }

Defendant

---

## CASE SUMMARY

---

### Background

- 1.
- 2.

### Proceedings

- 3.
- 4.

### Witness Evidence

- 5.

### Expert Evidence

- 6.

### Synopsis of issues

Liability

- 7.

Causation

- 8.

Quantum

- 9.

Outstanding Issues

.....  
{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }

On behalf of the Claimant

On behalf of the Defendant

REF: { MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } \ { MERGEFIELD "client\_no" } \ {  
MERGEFIELD "matter\_no" } REF: { MERGEFIELD  
FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_RF }

Dated .....

IN THE { MERGEFIELD  
FW\_CN COURT FW\_CN COURT\_name \\*  
UPPER }

CLAIM NUMBER: { MERGEFIELD  
FW\_CN COURT FW\_CN CT CL NO }

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

- and -

{ IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = ""  
"{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } {  
MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } {  
MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{  
MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }  
Defendant

---

*BRIEF TO COUNSEL TO*  
REPRESENT THE CLAIMANT

---

Clerk to { MERGEFIELD  
"FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_title" } {  
MERGEFIELD  
"FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_forename  
" } { MERGEFIELD

```
"FW_CN_COUNSEL_FW_CN_COUN_CON_surname"  
    }  
    { MERGEFIELD  
FW_CN_COUNSEL_FW_CN_COUN_ORG_name }
```



**CIVMEANS1**

{ EMBED PBrush }

# Financial Assessment Form

"CIVMEANS1 - The Guide" - explains why we ask for each piece of information.

## PLEASE NOTE:

**Legal Aid is not always free.**

**You may have to pay back your legal costs from money or property, kept or gained, as a result of your case.**

**Making a false declaration is an offence. If you are found doing so, you may be prosecuted and asked to repay your costs in full.**

If this form is not fully completed, we may return it to you which could result in a delay in your application. This form must be completed in ink.

## Reporting a change in circumstances

If you are reporting a change in circumstances, you must tell us straight away.

If you already have Legal Aid and are reporting a change in your financial circumstances you should use this form to tell us:

Your Legal Aid Reference Number { FORMTEXT }

What the change is { FORMTEXT }  
{ FORMTEXT }

The date the change took place { FORMTEXT }

Do you think this is a permanent change? { FORMCHECKBOX } or a temporary change? { FORMCHECKBOX }

If temporary please indicate how long you think the change will last? { FORMTEXT }

► Please now complete the rest of this form

**If you are applying on behalf of someone else, please ensure that you complete this form giving the details of the person you are applying for.**

## About you

Title: { MERGEFIELD LINKNAME\_TITLE 1 } First name: { MERGEFIELD LINKNAME\_FORENAME 1 } Surname: { MERGEFIELD LINKNAME\_SURNAME 1 }

1. Are you? { FORMCHECKBOX } Male { FORMCHECKBOX } Female  
{ FORMCHECKBOX } Prefer not to say

Please tick one box:

2. Are you? { FORMCHECKBOX } Single { FORMCHECKBOX }  
Married/Cohabiting { FORMCHECKBOX } Divorced

Please tick one box: { FORMCHECKBOX } Separated Civil { FORMCHECKBOX } Partner

{ FORMCHECKBOX } Widowed

{ FORMCHECKBOX } Prefer

not to say

**Your [and your partner's] details.**

**A1**

1. If you are separated, please tell us the date of separation: { FORMTEXT }

2. Is your partner the opponent in the case you are applying for Legal Aid for? { FORMCHECKBOX } No { FORMCHECKBOX } Yes

- ▶ We use the word partner to mean a person you are married/civil partner to or a person you normally live with as a couple
- ▶ If you have a partner who is not your opponent, please fill in the rest of this form giving details of both you and your partner. If you are living apart due to, for example, illness, imprisonment or working away (and not because the relationship has broken down) then we will still need your and your partner's details.
- ▶ If you are separated from your partner and living as a couple with someone else, give details of the person you are living with now.
- ▶ If your partner is your opponent, please fill in the rest of the form giving details about yourself only.

3. Please give the following details:

**A2**

|   | You          | Your partner |
|---|--------------|--------------|
| Surname:  | { FORMTEXT } | { FORMTEXT } |
| Surname at birth:                               | { FORMTEXT } | { FORMTEXT } |
| Other Names:                                    | { FORMTEXT } | { FORMTEXT } |
| Date of birth:                                  | { FORMTEXT } | { FORMTEXT } |
| Home address:                                   | { FORMTEXT } | { FORMTEXT } |
| (This must be the place where you usually live) | { FORMTEXT } | { FORMTEXT } |
|   | { FORMTEXT } | { FORMTEXT } |
| Postcode:                                       | { FORMTEXT } | { FORMTEXT } |
| Home phone number:                              | { FORMTEXT } | { FORMTEXT } |
| Work phone number:                              | { FORMTEXT } | { FORMTEXT } |
| Mobile phone number:                            | { FORMTEXT } | { FORMTEXT } |
| National Insurance No:                          | { FORMTEXT } | { FORMTEXT } |
| E mail address:                                 | { FORMTEXT } | { FORMTEXT } |

4. Address where we can contact you if you do not want us to use your home address:

{ FORMTEXT }

{ FORMTEXT }

5. Are you in prison? { FORMCHECKBOX } Yes { FORMCHECKBOX } No

If yes, please complete a supplementary form CIVMEANS1P unless you are being held under immigration powers (including post conviction) in a prison. The CIVMEANS1P is not required for immigration or asylum matters.

**Income - employment**

1. Are you employed?

**A3**

Please provide your last 3 wage slips if monthly paid, or last 6 wage slips if you are paid weekly/every two weeks. If you do not have them please ask your Payroll officer to complete the L17 form.

|                                      | <b>you</b>                                   | <b>your partner</b>                          |
|--------------------------------------|--|--|
|                                      | { FORMCHECKBOX } No: please go to question 2 | { FORMCHECKBOX } No: please go to question 2 |
|                                      | { FORMCHECKBOX } Yes: please tell us         | { FORMCHECKBOX } Yes: please tell us         |
| Employer's Name:                     | { FORMTEXT }                                 | { FORMTEXT }                                 |
| Employer's address:                  | { FORMTEXT }                                 | { FORMTEXT }                                 |
| What is your job?                    | { FORMTEXT }                                 | { FORMTEXT }                                 |
| When did the job start?              | { FORMTEXT }                                 | { FORMTEXT }                                 |
| How many hours do you normally work? | { FORMTEXT }                                 | { FORMTEXT }                                 |

I am paid: weekly { FORMCHECKBOX } monthly { FORMCHECKBOX } other period { FORMCHECKBOX } please state: { FORMTEXT }

Method of payment: cash { FORMCHECKBOX } cheque { FORMCHECKBOX } BACS automated transfer { FORMCHECKBOX }

2. Do you have any other jobs?

|  | <b>you</b>   | <b>your partner</b>                                |
|--|--|--|
|  | { FORMCHECKBOX } No: please go to question 3       | { FORMCHECKBOX } No: please go to question 3       |
|  | { FORMCHECKBOX } Yes: follow the instruction below | { FORMCHECKBOX } Yes: follow the instruction below |

► **Write the names and addresses of these employers in the Extra Information section on page 17 and attach your last 3 wage slips if monthly paid, or last 6 wage slips if you are paid weekly/every two weeks. If you do not have them please ask your payroll officer to complete the L17 form. Wage slips or L17 forms are required for each job.**

3. Do you pay out for child care (child minding) because of your work/self employment? (see also Self Employment section)

**A4**

|                      | <b>you</b>                                   | <b>your partner</b>                          |
|----------------------|--|--|
|                      | { FORMCHECKBOX } No: please go to question 4 | { FORMCHECKBOX } No: please go to question 4 |
|                      | { FORMCHECKBOX } Yes: please tell us         | { FORMCHECKBOX } Yes: please tell us         |
| How much each month? | £{ FORMTEXT }                                | £{ FORMTEXT }                                |

How many hours do you usually pay for ?

{ FORMTEXT }

{ FORMTEXT }

► **Please highlight these payments on your bank statement, or, if you are unable to do that, send some other form of evidence to show payments e.g. recent receipts.**

**NB: Legal Aid is not always free and you may have to pay back your legal costs**

4. If you are off work at the moment (including on Maternity leave) please tell us the date when you expect to return

A5

► Please do not include short term sickness absence (less than 28 days)

| you                                    | your partner                           |
|--|--|
| { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT } | { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT } |

### Income - benefit in kind

A6

5. Do you get benefits from work that are not money?

► For example company car, luncheon vouchers, free health insurance

| you  | your partner   |
|--|--|
| { FORMCHECKBOX } No: please go to page 5                   | { FORMCHECKBOX } No: please go to page 5                   |
| { FORMCHECKBOX } Yes: please tell us what benefits in kind | { FORMCHECKBOX } Yes: please tell us what benefits in kind |
| { FORMTEXT }   | { FORMTEXT }   |
| { FORMTEXT }   | { FORMTEXT }   |

► Please provide tax form P11D (benefits in kind).

## Income - State Benefits and Tax Credits

A7

1. If you are not working, what was your last job? { FORMTEXT }
2. When did you leave? { FORMTEXT }
3. Do you or your partner receive any of the following benefits, Tax Credits or other allowances?  
 ► Please tick relevant box ('no' or 'yes') for each benefit stated below and complete the details.

|                        | No                                 | Yes  |                                | How much?           | How often?          | Date first received                           |
|------------------------|------------------------------------|--|--------------------------------|---------------------|---------------------|---|
|                        |                                    | You  | Your partner                   |                     |                     |   |
| Child Benefit          | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }</u> |
| Child Tax Credit       | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }</u> |
| Working Tax Credit     | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }</u> |
| Contribution based JSA | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }</u> |
| Contribution based ESA | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }</u> |



|  |                                    |                                      |                                |                      |                      |   |
|--|------------------------------------|--------------------------------------|--------------------------------|----------------------|----------------------|---|
| Incapacity Benefit                         | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}/{<br>FORMTEXT<br>}/{<br>FORMTEXT<br>} |
| In Work Credit<br>Return to Work<br>Credit | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}/{<br>FORMTEXT<br>}/{<br>FORMTEXT<br>} |
| State Pension                              | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}/{<br>FORMTEXT<br>}/{<br>FORMTEXT<br>} |
| Savings Credit                             | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}/{<br>FORMTEXT<br>}/{<br>FORMTEXT<br>} |
| Other?                                     | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} | {<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FORM<br>CHEC<br>KBOX<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}<br>} | { FORMTEXT<br>}/{<br>FORMTEXT<br>}/{<br>FORMTEXT<br>} |

Please give details

Name of benefit or allowance received. { FORMTEXT }

4. Are these payments made into your bank account? { FORMCHECKBOX } Yes { FORMCHECKBOX } No

5. If No, how do you receive your money? { FORMTEXT }

► Please highlight these payments on your bank statement. If these payments aren't shown it may speed up your application if you provide other evidence of entitlement e.g. recent notification letter (no more than six months old).

## **Self-employment, partnerships and directorships**

**A8**

**You must answer all the questions in this section.**

**Do not strike through or write 'not applicable'.**

1. Are you self employed?

- By self employed we mean anyone who is engaged in a trade, profession or vocation as a sole trader (i.e. you have sole ownership of the business and its profits). This includes anyone who is required to complete a self-assessment tax return as a self employed person. If you operate in partnership with someone else (i.e. you share the ownership of the business and its profits with one or more other person) you should answer no to this question and refer to question 2 below.

| <b>you</b>   | <b>Your partner</b>  |
|--|--|
| { FORMCHECKBOX } No:            please go to question 2                      | { FORMCHECKBOX } No:            please go to question 2                      |
| { FORMCHECKBOX } Yes:           please tell us                               | { FORMCHECKBOX } Yes:           please tell us                               |
| How many different forms of self employment do you have? <u>{ FORMTEXT }</u> | How many different forms of self employment do you have? <u>{ FORMTEXT }</u> |

- Please complete a supplementary form CIVMEANS1A for each trade, profession or vocation which you are involved in and attach it to this form. A CIVMEANS1A is required even if you are not currently trading, unless you have wound the business up.

2. Are you a partner in a business partnership?

- By business partnership we mean anyone who is engaged in a trade, profession or vocation which is operated in partnership with someone else (i.e. you share the ownership of the business and its profits with one or more other person) but the business is not incorporated as a company. This includes anyone who is required to complete a self-assessment tax return as a partner.

You should answer yes to this question even if you are a sleeping partner (i.e. you are not actively involved in the partnership, but you are entitled to a share of the business and its profits).

| <b>you</b>  | <b>Your partner</b>                                     |
|---|---|
| { FORMCHECKBOX } No:            please go to question 3 | { FORMCHECKBOX } No:            please go to question 3 |
| { FORMCHECKBOX } Yes:           please tell us          | { FORMCHECKBOX } Yes:           please tell us          |
| How many partnerships you have? <u>{ FORMTEXT }</u>     | How many partnerships you have? <u>{ FORMTEXT }</u>     |

- Please also complete a supplementary form CIVMEANS1B (available from your solicitor) for each partnership you are involved with and attach it to this form. A CIVMEANS1B should be completed even if the partnership is not currently trading, unless the partnership has been dissolved.

**Self-employment, partnerships and directorships continued**

3. Are you a shareholder in a private limited company and/or a company director?

- By company director we mean anyone registered as a director of an incorporated body/company (excluding charities), whether or not they hold shares in that body/company.

| <b>you</b>  | <b>Your partner</b>   |
|---|---|
| { FORMCHECKBOX } No:            please go to question 4               | { FORMCHECKBOX } No:            please go to question 4               |
| { FORMCHECKBOX } Yes:            please tell us                       | { FORMCHECKBOX } Yes:            please tell us                       |
| How many companies are you a director or shareholder of? { FORMTEXT } | How many companies are you a director or shareholder of? { FORMTEXT } |

- You will need to ask the company accountant to complete a supplementary form CIVMEANS1C (available from your solicitor) for each directorship you hold. A CIVMEANS1C should be completed even if the company is dormant (i.e. it has no significant accounting transactions). The completed CIVMEANS1C(s) and associated accounts should be attached to this form.

4. Have you submitted any self assessment tax return in respect of your income since you commenced your self employment, partnership, directorship and/or shareholding?

| <b>you</b>  | <b>Your partner</b>   |
|---|---|
| { FORMCHECKBOX } No:            please tell us when you expect to<br>make a return { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }<br>(go on to the "Income - other money" section on page 8). | { FORMCHECKBOX } No:            please tell us when you expect to<br>make a return { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }<br>(go on to the "Income - other money" section on page 8). |
| { FORMCHECKBOX } Yes:            please tell us   | { FORMCHECKBOX } Yes:            please tell us   |
| Date of most recent submission { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }   | Date of most recent submission { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }   |
| Name of Tax Office { FORMTEXT }   | Name of Tax Office { FORMTEXT }   |
| Date when next return due { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }  | Date when next return due { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }  |

5. Have you received any Calculation sheet from HM Revenue and Customs notifying you of your tax liability?

| <b>you</b>   | <b>Your partner</b>  |
|--|--|
| { FORMCHECKBOX } No:            please tell us when you expect to<br>receive this { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT } | { FORMCHECKBOX } No:            please tell us when you expect to<br>receive this { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT } |

{ FORMCHECKBOX } Yes:        please attach  
a copy of your most  
recent notification to this form

{ FORMCHECKBOX } Yes:        please attach  
a copy of your most  
recent notification to this form

## Income - other money

B1

1. Do you or your partner or any of the children who live with you get any maintenance payments?

{ FORMCHECKBOX } No: please go to question 2  
give the details below

{ FORMCHECKBOX } Yes: please

|                                 |              |              |
|---------------------------------|--------------|--------------|
| Who is the maintenance paid to? | How much?    | How often?   |
| { FORMTEXT }                    | { FORMTEXT } | { FORMTEXT } |
| { FORMTEXT }                    | { FORMTEXT } | { FORMTEXT } |

2. Do you or your partner receive any income from:

B2

► Please tick relevant box ('no' or 'yes') and complete the details.

|   | No               | You              | Yes<br>Your partner | How much?    | How often?   |
|---|------------------|------------------|---------------------|--------------|--------------|
| Private Pension                               | { FORMCHECKBOX } | { FORMCHECKBOX } | { FORMCHECKBOX }    | { FORMTEXT } | { FORMTEXT } |
| Pension from an employer                      | { FORMCHECKBOX } | { FORMCHECKBOX } | { FORMCHECKBOX }    | { FORMTEXT } | { FORMTEXT } |
| Student grant or loan                         | { FORMCHECKBOX } | { FORMCHECKBOX } | { FORMCHECKBOX }    | { FORMTEXT } | { FORMTEXT } |
| Gross rental income from another property     | { FORMCHECKBOX } | { FORMCHECKBOX } | { FORMCHECKBOX }    | { FORMTEXT } | { FORMTEXT } |
| Board or rent from family, lodgers or tenants | { FORMCHECKBOX } | { FORMCHECKBOX } | { FORMCHECKBOX }    | { FORMTEXT } | { FORMTEXT } |

Any other  
money

{  
FOR  
MCH  
ECK  
BOX  
}

{  
FOR  
MCH  
ECK  
BOX  
}

{  
FORMCH  
ECKBOX }

{ FORMTEXT }

{ FORMTEXT }

- ▶ If you have answered yes to any of these questions and payment cannot be highlighted on your bank statement please provide other evidence e.g. maintenance receipt, pension statement, student grant/loan award letter etc.
- ▶ If you declare rental income to HM Revenue and Customs, part of your income is considered to be business related. You need to complete the relevant forms (see pages 6&7).



|              |  |                    |  |  |  |  |                |
|--------------|--|--------------------|--|--|--|--|----------------|
|              | FORMTEXT<br>}/{<br>FORMTEXT<br>}/{<br>FORMTEXT<br>}      | FORMTEXT<br>}      | FO<br>R<br>M<br>CH<br>EC<br>KB<br>OX<br>}      | FO<br>R<br>M<br>CH<br>EC<br>KB<br>OX<br>}      | FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>}      | FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>}      |                |
|              |  |                    | {<br>FO<br>R<br>M<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FO<br>R<br>M<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} |                |
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| { FORMTEXT } | {<br>FORMTEXT<br>}/{<br>FORMTEXT<br>}/{<br>FORMTEXT<br>} | {<br>FORMTEXT<br>} | {<br>FO<br>R<br>M<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FO<br>R<br>M<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | {<br>FO<br>RM<br>CH<br>EC<br>KB<br>OX<br>} | £ { FORMTEXT } |



**Outgoings continued**

2. Do you or your partner pay any maintenance for someone who does not live with you?

**B5**Yes { FORMCHECKBOX } please give details below.  
please go to question 3

No { FORMCHECKBOX }

| Full name.          | Their relationship to you or your partner. | Who pays            | How much is paid?   | How often?          |
|---------------------|--|---------------------|---------------------|---------------------|
| <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u>                        | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> |
| <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u>                        | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> |
| <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u>                        | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> |
| <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u>                        | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> | <u>{ FORMTEXT }</u> |

- Please highlight these payments on your bank statements. If the payments do not show on your bank statements, you will need to send some other evidence showing recent payments (e.g. receipts).

**Living costs - housing****B6**

If you/your partner are self employed and your home is your business address, do not include costs paid through the business accounts.

3. Do you or your partner own or have a financial interest in the property you live in?

{ FORMCHECKBOX } No: please go to question 8 on page 11  
Yes: please tell us

The current market value of the property you live in: £{ FORMTEXT }

Please tick the box which applies to you or your partner:

{ FORMCHECKBOX } The property is held in my or my partner's sole name. Please state who holds the legal title:

{ FORMCHECKBOX } The property is held in our joint names. I own { FORMTEXT }% My partner owns { FORMTEXT }%

{ FORMCHECKBOX } I have a charge on the property to secure my financial interest.  
The current value of your charge £{ FORMTEXT }

- Please do not include here any details relating to property held by the opponent in the proceedings

4. How much do you or your partner actually pay for the mortgage, including any endowment policies linked to the mortgage?

£FORMTEXT per month

Who pays it?

{ FORMCHECKBOX }

you { FORMCHECKBOX } your partner

## **Living costs – housing continued**

5. What is the amount outstanding on any mortgage or loans secured on the house you live in?

Are there any endowment policies linked to this mortgage? { FORMCHECKBOX } Yes { FORMCHECKBOX } No

£{ FORMTEXT }

- Please highlight your mortgage payments on your bank statements. If they do not show on your bank statements you will need to provide some other evidence showing recent payments (e.g. mortgage statements).

6. Please tell us whether the property is

{ FORMCHECKBOX } Detached { FORMCHECKBOX } Semi-detached { FORMCHECKBOX } Terraced { FORMCHECKBOX } Bungalow { FORMCHECKBOX } Flat/Maisonette

7. Number of bedrooms in the property { FORMTEXT }

8. Do you or your partner pay rent for the place where you live?

{ FORMCHECKBOX } No: please go to question 9 { FORMCHECKBOX } Yes: please answer the questions below about your rent.

How much is the rent that your landlord charges? £{ FORMTEXT } every { FORMTEXT }

Who pays it? { FORMCHECKBOX } you { FORMCHECKBOX } your partner

Do you or your partner receive housing benefit? { FORMCHECKBOX } Yes { FORMCHECKBOX } No

If yes, how much do you or your partner receive? £{ FORMTEXT } every { FORMTEXT }

- Please provide evidence of your housing benefit award.

Do you pay anything toward your rent in addition to your housing benefit?

{ FORMCHECKBOX } Yes { FORMCHECKBOX } No

If yes, how much do you or your partner pay? £{ FORMTEXT } every { FORMTEXT }

- Please highlight your rent payments on your bank statements. If they do not show on your bank statements you will need to provide some other evidence (e.g. rent account statement).

9. Do you or your partner pay for your board and lodgings at the place where you live?

{ FORMCHECKBOX } No: please go to page 12

{ FORMCHECKBOX } Yes: please tell us how much you or your partner pay and how often

£{ FORMTEXT } every { FORMTEXT } Who pays it? { FORMCHECKBOX } you { FORMCHECKBOX } your partner

How much of the above is for food, utilities and other incidentals? £{ FORMTEXT }

- Please highlight payments on your bank statement. If you have a formal lodging agreement please provide a copy.

10. Please tell us about the person you pay lodgings to:

Name { FORMTEXT }      Relationship { FORMTEXT }

- If you or your partner own or have an interest in another property, please put the details on page 13 question 4.

**Capital and other assets.**

C1

1. Do you or your partner have any of the following:-

C2

|                                       | Yes                     | No                      |
|---------------------------------------|-------------------------|-------------------------|
| Bank current accounts                 | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } |
| Bank savings accounts                 | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } |
| Building Society accounts             | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } |
| ISAs                                  | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } |
| National Savings/Post Office Accounts | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } |
| Other accounts                        | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } |
| Cash at home                          | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } |

If YES to any of the above, please give details below:-

| Bank/Building<br>Society name | Name of account<br>holder | Account<br>number | Type of account<br>e.g. current,<br>deposit, ISA | Current<br>balance | {<br>F<br>O<br>R<br>M<br>C<br>H<br>E<br>C<br>K<br>B<br>O<br>X<br>}<br>{<br>F<br>O<br>R<br>M<br>C<br>H |
|-------------------------------|---------------------------|-------------------|--|--------------------|---|
| { FORMTEXT }                  | { FORMTEXT }              | { FORMTEXT }      | { FORMTEXT }                                     | { FORMTEXT<br>£ }  |   |
| { FORMTEXT }                  | { FORMTEXT }              | { FORMTEXT }      | { FORMTEXT }                                     | { FORMTEXT<br>£ }  |   |

|              |              |              |              |                                |   |
|--------------|--------------|--------------|--------------|--------------------------------|---|
|              |              |              |              |                                | E<br>C<br>K<br>B<br>O<br>X<br>}<br>{<br>F<br>O<br>R<br>M<br>C<br>H<br>E<br>C<br>K<br>B<br>O<br>X<br>}<br>{<br>F<br>O<br>R<br>M<br>C<br>H<br>E<br>C<br>K<br>B<br>O<br>X<br>} |
|              |              |              |              |                                |   |
|              |              |              |              |                                |   |
| { FORMTEXT } | { FORMTEXT } | { FORMTEXT } | { FORMTEXT } | { FORMTEXT }<br>£ { FORMTEXT } | E<br>C<br>K<br>B<br>O<br>X<br>}<br>{<br>F<br>O<br>R<br>M<br>C<br>H<br>E<br>C<br>K<br>B<br>O<br>X<br>}<br>{<br>F<br>O<br>R<br>M<br>C<br>H<br>E<br>C<br>K<br>B<br>O<br>X<br>} |
|              |              |              |              |                                |   |
|              |              |              |              |                                |   |
| { FORMTEXT } | { FORMTEXT } | { FORMTEXT } | { FORMTEXT } | { FORMTEXT }<br>£ { FORMTEXT } | E<br>C<br>K<br>B<br>O<br>X<br>}<br>{<br>F<br>O<br>R<br>M<br>C<br>H<br>E<br>C<br>K<br>B<br>O<br>X<br>}<br>{<br>F<br>O<br>R<br>M<br>C<br>H<br>E<br>C<br>K<br>B<br>O<br>X<br>} |
|              |              |              |              |                                |   |

► Please indicate into which account your wages, benefits or tax credits are paid by ticking the box at the end of the row.

► Please provide statements covering the last 3 months to date, for each bank/building society/other financial account held. The statements must be originals, photocopies certified by a solicitor or internet banking printouts (for "paperless" e-accounts) that show the name and account number.

C3

2. Do you or your partner have any of the following:-

|                               | Yes              | No               | Current value  |
|-------------------------------|------------------|------------------|----------------|
| National Savings Certificates | { FORMCHECKBOX } | { FORMCHECKBOX } | £ { FORMTEXT } |
| Premium Bonds                 | { FORMCHECKBOX } | { FORMCHECKBOX } | £ { FORMTEXT } |
| Capital Bonds                 | { FORMCHECKBOX } | { FORMCHECKBOX } | £ { FORMTEXT } |

|                           |                         |                         |               |
|---------------------------|-------------------------|-------------------------|---------------|
| Stocks or Shares          | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } | £{ FORMTEXT } |
| Any other type of savings | {<br>FORMCHECKB<br>OX } | {<br>FORMCHECKB<br>OX } | £{ FORMTEXT } |

► If you receive any income from these investments you must complete Q2 on page 8 of this form.

► Please provide evidence for all investments shown above e.g. share certificates etc.

**Capital and other assets continued**

3. Do you have any valuable possessions (valued greater or equal to £500) e.g. jewellery, antiques, paintings, collectable items, horses or boats?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If YES, please give details below:-

What these items are

The sale value of these items

{ FORMTEXT }

£ { FORMTEXT }

{ FORMTEXT }

£ { FORMTEXT }

{ FORMTEXT }

£ { FORMTEXT }

4. Do you or your partner own or have a financial interest in any property, land or timeshare other than where you live now?

C4

► Tick yes to this question if you retain an interest in a former matrimonial home but now live elsewhere.

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If YES, please give details below:-

| Its address  | Market value          | Amount of any mortgage or loan | How do you use the property e.g. rent it out or live in it part time? | What share do you or your partner own? |
|--------------|-----------------------|--------------------------------|---|--|
| { FORMTEXT } | { FORMTEXT }<br>£ T } | { FORMTEXT }<br>£ }            | { FORMTEXT }  | { FORMTEXT }                           |
| { FORMTEXT } |                       |                                | { FORMTEXT }  |  |
| { FORMTEXT } | { FORMTEXT }<br>£ T } | { FORMTEXT }<br>£ }            | { FORMTEXT }  | { FORMTEXT }                           |
| { FORMTEXT } |                       |                                | { FORMTEXT }  |  |

► If you receive rental income from any of these properties you need to complete Q2 on page 8 of this form.



**Capital and other assets continued**

5. Do you or your partner have any life assurance or endowment policies that are not linked to a mortgage? Do not include policies that only pay out on death.

**C5**

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If YES, please give details below:-

| When was the policy taken out? | What is the loan value? | What is the surrender value? |
|--------------------------------|-------------------------|------------------------------|
| { FORMTEXT }                   | £ { FORMTEXT }          | £ { FORMTEXT }               |
| { FORMTEXT }                   | £ { FORMTEXT }          | £ { FORMTEXT }               |
| { FORMTEXT }                   | £ { FORMTEXT }          | £ { FORMTEXT }               |

► All endowment policies have a surrender value and a value that the company will loan against the policy. You will need to contact your policy provider for these values.

6. Do you or your partner have the use of a car or any other vehicle owned by someone else?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If YES, please give details below:-

| Who owns the car? | Their relationship to you? |
|-------------------|----------------------------|
| { FORMTEXT }      | { FORMTEXT }               |

7. Do you or your partner own a car or any other vehicle?  
FORMCHECKBOX }

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If YES, please give details below:-

**C6**

| Make and model | Registration number | Purchase price | Loan outstanding | Date of purchase<br>{ FORMTEXT }/{ FORMTEXT }/{ FORMTEXT } |
|----------------|---------------------|----------------|------------------|--|
| { FORMTEXT }   | { FORMTEXT }        | £ { FORMTEXT } | £ { FORMTEXT }   | { FORMTEXT }/{ FORMTEXT }                                  |
| { FORMTEXT }   | { FORMTEXT }        | £ { FORMTEXT } | £ { FORMTEXT }   | { FORMTEXT }/{ FORMTEXT }                                  |

|              |                 |                   |                   |  |
|--------------|-----------------|-------------------|-------------------|--|
|              |                 |                   |                   | FORMTEXT<br>}  |
|              |                 |                   |                   | {<br>FORMTEXT<br>}/{<br>FORMTEXT<br>}/{<br>FORMTEXT<br>} |
| { FORMTEXT } | { FORMTEXT<br>} | £ { FORMTEXT<br>} | £ { FORMTEXT<br>} |  |

**Capital and other assets continued**

8. Are you or your partner owed any money?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

9. Have you or your partner received or are you likely to receive anything from a will of someone who has died, or from a trust fund?

C7

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

10. Have you or your partner transferred, sold, or given any money, property or possessions to anybody else (including any company or body) since you became aware that these proceedings were likely to take place?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

11. Have you made any purchases or paid out any sum of money, over £2,500, in the last 12 months?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

12. Do you or your partner have any other capital or other assets which have not been included in this section?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If you have answered YES to any of the above questions please give full details below:-

{ FORMTEXT }

13. Are you or your partner subject to a bankruptcy order?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

► If YES, please attach a copy of the order and latest schedule of assets and liabilities. This will speed up the process of your application.

14. Do you or your partner have any income, capital or assets which are subject to a freezing order so that you cannot use them?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

► If YES, please attach a copy of the order. This will speed up the process of your application.

### **Capital and other assets continued**

15. Has an application been made to apply (or reapply) to discharge or vary the freezing order?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If YES, please provide a copy of the application and amended order as applicable.

16. Use this section to tell us anything we need to know that is not already on this form such as any likely changes.

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If YES, please provide details below:-

{ FORMTEXT }

### **About your case - What is the dispute about?**

**C8**

Please consult your solicitor before answering these questions.

Please list any property, assets or possessions you or your opponent have made a claim to in your case.

- Please include the address of any property and specific details of any other assets in dispute. We do not take account of property in dispute at the beginning of the case, where your interest in these assets does not exceed £100,000, but if you win or keep it, we may take the costs of your case out of it, with interest.

{ FORMTEXT }

## Insurance

1. Do you have contents / building / motor / other insurance?

Yes { FORMCHECKBOX } please go to question 2  
please go to next section

No { FORMCHECKBOX }

2. Does the policy include insurance in relation to legal fees?

Yes { FORMCHECKBOX }

No { FORMCHECKBOX }

If YES, please provide details:

{ FORMTEXT }

If you are not sure whether your policy covers legal fees, please refer it to your solicitor for checking.

## Extra information not provided earlier in this form

D1

- Use this space to include information not provided elsewhere e.g. names and addresses of employers.
- If you know of an event that will change your financial circumstances in the next 12 months we need to know the date of that event and how it will change your circumstances. This might be that you are going to have a baby (we will need to know the expected date of birth) or that you will retire, or that you know that you will be starting a new job.

{ FORMTEXT }

- If you or your partner pay a contribution from your income towards a criminal legal aid case please give details below:-

Amount paid £{ FORMTEXT } per month. Date of first payment { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }

Date of final payment (if known) { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT }

**NB: Legal Aid is not always free and you may have to pay back your legal costs**

**Authority by partner or Relevant Individual/Person providing financial support**

- ▶ If you have a partner whose details have been completed on this form then they must sign the authority below.
- ▶ If you have been asked to complete this form as a relevant individual/person providing financial support to the legal aid applicant, please sign the authority below
- ▶ If you are applying for legal aid on behalf of someone else, please go directly to the following section 'Declaration and authority by applicant'.
  - This is a true statement of all my income and assets in the UK and abroad.
  - I agree to the Legal Aid Agency checking these facts with others such as credit reference agencies, the Department of Work and Pensions and HM Revenue and Customs and I authorise those people/organisations to provide the information they are asked for.

Signed: \_\_\_\_\_ Date: { FORMTEXT }  
{ FORMTEXT } { FORMTEXT }

Full name (in block capitals): { FORMTEXT }

**A: Declaration and authority by applicant**

- ▶ If you are a solicitor acting for a child or are a professional guardian ad litem appointed by the court, do not sign this declaration. Sign declaration B overleaf.

Please check that you have answered all the questions, as we will not be able to consider your application if you do not provide all the information needed. Please read each of the following statements carefully.

This is a true statement of all my and my partner's income and assets in the UK and abroad. I understand that if I tell you anything untrue in this form, or the documents I send with it, or leave anything out:

- I may be prosecuted.
- The Legal Aid Agency may take away my legal aid so I have to pay all my legal fees.

Signature.....

I agree to the Legal Aid Agency checking these facts with others such as credit reference agencies, the Department of Work and Pensions and HM Revenue and Customs and I authorise those people/organisations to provide the information they are asked for.

I will:

- Provide more evidence if the Legal Aid Agency ask.
- Tell the Legal Aid Agency if anything I have said here changes.

Signature.....

I understand:

- Legal aid is not always free. I may have to pay a contribution towards my legal costs from my income and / or capital. My legal aid may be withdrawn if I fall in arrears of payment.
- The statutory charge may arise if I keep or gain money or assets as a result of my case.
- This means that I may have to pay back my legal costs at the end of my case from money or assets kept or gained, or costs awarded in my favour.
- The Legal Aid Agency may register an interest bearing charge against my property.
- The more work my solicitor does, the more I may have to pay back.

Signature.....

FORMTEXT } { FORMTEXT }

Date: { FORMTEXT } { FORMTEXT }

Full name (in block capitals): { FORMTEXT }

Please give this form to your solicitor.

**B: Declaration and authority**  
**Professional guardian ad litem/or solicitor acting for a child**

If you are completing this form on behalf of someone else for example as a litigation friend, or Guardian Ad Litem please fill in the following giving your details

Surname: { FORMTEXT } First Names: { FORMTEXT }

Address: { FORMTEXT }

{ FORMTEXT }

Postcode { FORMTEXT } Telephone number: { FORMTEXT }

Please ensure that you have completed this form giving details of the person you are applying for.

I declare that as far as I know, the information I have given is true, based upon the reasonable enquiries which I have been able to make, exercising due care and diligence.

Signed: \_\_\_\_\_ Date: { FORMTEXT }/{ FORMTEXT }  
{ FORMTEXT }  
(professional guardian ad litem/solicitor)

**Privacy notice - access to personal data**

Personal data relates to a living individual who can be identified from that data. The processing of personal data is governed by the Data Protection Act 1998 (DPA), under which the Ministry of Justice (MoJ) is registered as a data controller. The Legal Aid Agency is an executive agency within the MoJ. The Legal Aid Agency processes personal data in order to provide legal aid services.

The MoJ complies with its obligations under the DPA by keeping the personal data we hold up to date; storing and destroying it securely; by not collecting or retaining excessive amounts of data; protecting personal data from loss, misuse, authorised access and disclosure; and ensuring that appropriate technical measures are in place to protect the personal data we process in line with Her Majesty's Government standards.

You have the right to request details about the personal information we hold about you; and subsequently request that we correct any personal information if it is found to be inaccurate or out of date.

In order to fulfil its functions the MoJ may share personal data with other organisations. These organisations include other government departments, local authorities and private or voluntary sector organisations engaged to deliver services. Personal data is only shared outside the MoJ when the law allows.

To request a copy of your personal information please refer to the MoJ website for further details on how you may do this.



## Evidence Checklist

All financial assessment forms must be sent to the LAA with supporting evidence for the circumstances declared. Please use the following checklist to ensure you submit the correct information with the CIVMEANS1.

If the correct information is not enclosed it could lead to rejection of the application or delays while we request further evidence in support of the means assessment.

### Page 3 Income - Employment

{ FORMCHECKBOX } Wage slips - if the client and/or their partner is employed send the following from each employer:

- Paid monthly - last three wage slips.
- Paid weekly or fortnightly - last six wage slips.

The wage slips must be originals or photocopies certified by a solicitor. If they are unable to send wage slips each employer can fill out an L17 form for each job.

{ FORMCHECKBOX } Child care costs - if the client and/or their partner are paying child care costs and these can't

be highlighted clearly on a bank statement, please submit evidence to show payments eg. recent receipts.

### Page 4 Income - Benefit in Kind

{ FORMCHECKBOX } If the client and/or their partner is in receipt of any benefits from work that are not money eg.

company car, please provide tax form P11D (benefits in kind).

### Page 5 Income - State Benefits and Tax Credits

{ FORMCHECKBOX } If the client and/or their partner is in receipt of tax credits or a state benefit, and these can't easily

be highlighted on a bank statement, it may speed up processing of the application if evidence is provided of entitlement eg. recent notification letter (no more than 6 months old).

### Page 6 Self employment, partnerships and directorships

{ FORMCHECKBOX } If the client and/or their partner is self employed please send:

- their latest trading accounts
- their latest HMRC income tax calculations
- bank statements for any account for which they are an authorised signatory

Form CIVMEANS1A must be completed for each trade, profession or vocation with which the client is involved and must be attached to the CIVMEANS1 form.

If the client and/or their partner is a Partner in a business, a supplementary form CIVMEANS1B must be completed for each partnership they are involved in.

If the client and/or their partner is a shareholder in a private limited company and/or company director, the company accountant needs to complete a supplementary form CIVMEANS1C for each directorship held.

### Page 8 Income - other money

{ FORMCHECKBOX } Maintenance payments - if the client and/or their partner is receiving maintenance payments and

these can't be highlighted clearly on a bank statement, please submit other evidence in support eg. recent receipt.

{ FORMCHECKBOX } If the client and/or their partner has answered 'yes' to any part of question 2,

and the details

aren't evidenced within their bank statements, please submit evidence in support of the figures declared eg. copy of student grant award letter, receipts etc.

## Evidence Checklist continued

### Page 10 Outgoings

{ FORMCHECKBOX } Maintenance payments - if the client and/or their partner is making maintenance payments and these can't be highlighted clearly on a bank statement, please submit other evidence in support eg. recent receipts.

### Page 10/11 Living costs - housing

{ FORMCHECKBOX } Rent/mortgage payments - if the client and/or their partner are making payments for rent or mortgage and these can't be highlighted clearly on a bank statement, please submit other evidence in support eg. rent account statement, receipts, mortgage statement.

{ FORMCHECKBOX } If the client and/or their partner is in receipt of housing benefit, please submit a copy of their housing benefit award.

{ FORMCHECKBOX } If the client and/or their partner has a formal lodging agreement, please submit a copy.

### Page 12 Capital and other assets

{ FORMCHECKBOX } Bank statements - please ensure you send three months statements for all bank/building society/ other financial accounts held in the client and/or their partner's name. These need to be for the three consecutive months prior to the date of submission of the application. The statements must be originals, photocopies certified by a solicitor or internet banking printouts (for "paperless" e-accounts) that show the name and account number.

{ FORMCHECKBOX } If the client and/or their partner have investments, please send copies of the certificates they Hold for them.

### Pages 15 & 16 Capital and other assets

{ FORMCHECKBOX } Where the client and/or their partner has answered 'yes' to any of questions 8 to 12, please ensure that full details are provided in the space available on page 15.

{ FORMCHECKBOX } Bankruptcy order - please ensure you submit a copy of the Bankruptcy order and latest schedule of assets and liabilities /statement of affairs.

{ FORMCHECKBOX } Freezing order - please ensure you submit a copy of the Order, copy of application to vary order and amended order as appropriate

### Page 18 Declaration

{ FORMCHECKBOX } Has the form been signed and dated? All signatures must be original.

{ FORMCHECKBOX } Have all of the questions been answered? Answers such as 'not known' will not be accepted when asked for full amounts and dates must be given. The form will be rejected if any questions are missed.

## For official use only

OCC   season   { FORMC   prof   { FORMCH   self   { FORMC   salary   { FORMCH

|          |        |  |          |                            |          |                             |       |                            |       |  |
|----------|--------|--|----------|----------------------------|----------|-----------------------------|-------|----------------------------|-------|--|
|          |        | HECKB<br>OX }                          |          | ECKBOX<br>}                |          | HECKB<br>OX }               |       | ECKBOX<br>}                |       | {<br>F<br>O<br>R<br>M<br>C<br>H<br>E<br>C<br>K<br>B<br>O<br>X<br>} |
| EX       | school | {<br>FORMC<br>HECKB<br>OX }            | 2nd prop | {<br>FORMCH<br>ECKBOX<br>} | mort     | {<br>FORMC<br>HECKB<br>OX } | trust | {<br>FORMCH<br>ECKBOX<br>} | Share |  |
| AW       | highp  | {<br>FORMC<br>HECKB<br>OX }            | mrva     | {<br>FORMCH<br>ECKBOX<br>} | smod100k | {<br>FORMC<br>HECKB<br>OX } |       |                            |       |  |
| CID      | rvk    | {<br>FORMC<br>HECKB<br>OX }            | cost     | {<br>FORMCH<br>ECKBOX<br>} | ndi      | {<br>FORMC<br>HECKB<br>OX } |       |                            |       |  |
| ANALYSIS | HR     | {<br>FORMC<br>HECKB<br>OX }            | LR       | {<br>FORMCH<br>ECKBOX<br>} |          |                             |       |                            |       |  |
| BF Date  |        | { FORMTEXT }/{ FORMTEXT }/{ FORMTEXT } |          |                            |          |                             |       |                            |       |  |

# **Brief to Counsel**

IN THE  
{ MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name  
\\*UPPER }

Claim No. { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

B E T W E E N : -

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

- and -

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

Defendant

---

BRIEF TO COUNSEL  
TO REPRESENT THE CLAIMANT

---

Counsel receives herewith copies of the following:-

1.

Counsel is instructed on behalf of the Claimant in this matter.

Should Counsel have any questions or queries s/he should feel free to telephone instructing solicitors.

.....  
{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }

Dated

IN THE { MERGEFIELD

FW\_CN\_COURT FW\_CN\_COURT\_name \\*UPPER }

CLAIM NUMBER: { MERGEFIELD

FW\_CN\_COURT FW\_CN\_CT\_CL\_NO }

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }

Claimant

- and -

{ IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name}" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME"  
} { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

Defendant

---

*BRIEF TO COUNSEL TO  
REPRESENT THE CLAIMANT*

---

Clerk to { MERGEFIELD  
"FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_title" } {  
MERGEFIELD  
"FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_forename" }  
{ MERGEFIELD  
"FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname" }

```
                                { MERGEFIELD  
"FW_CN_COUNSEL_FW_CN_COUN_CON_address" }
```



# **Bundle Index**

**Claim No.** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }.

IN THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }

**Claimant**

and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Defendant**

---

INDEX TO TRIAL BUNDLE

---

| <b>Description of Document</b>                   | <b>Page number</b> |
|--|--------------------|
| Claim Form                                       | [       ]          |
| Particulars of Claim (including medical report)  | [       ]          |
| Defence  | [       ]          |
| Order for directions dated [       ]             | [       ]          |
| Agreed Case Summary                              | [       ]          |
| Witness statement of the Claimant                | [       ]          |
| Exhibit to the witness statement of the Claimant | [       ]          |
| Witness statement of [       ]                   | [       ]          |
| Exhibit to the witness statement of [       ]    | [       ]          |
| Witness statement of the Defendant               | [       ]          |
| Witness statement of [       ]                   | [       ]          |
| Exhibit to the witness statement of [       ]    | [       ]          |

# **Blank Letter to Witness**

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4TITLE } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4INTS } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4TITLE } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name}" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

# **Blank Letter to Witness 6**

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6TITLE } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6INTS } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6TITLE } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name}" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Blank Letter to Witness 3**

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MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3TITLE } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3INTS } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3TITLE } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name}" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Blank Letter to Witness 5**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5TITLE } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5INTS } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5TITLE } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name}" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Blank Letter to Witness 2**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2TITLE } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2INTS } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2TITLE } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name}" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Blank Letter to Paginator**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_initials } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_surname }  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_ORG\_name }  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_ORG\_address }

Dear { IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_surname }= "" "Sirs"  
"{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_surname }" }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
**Claim No:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

{ IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_surname }= "" "Yours  
Faithfully" "Yours Sincerely" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Blank Letter to NHS Resolution**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

Your Ref: { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_REF }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_initials } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname \f" "  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_ORG\_name }  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_ORG\_address }

Dear { IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname } = "" "Sirs"  
"{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname }"

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }

**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }

{ IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname } = "" "Yours  
Faithfully" "Yours Sincerely"}

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }



# **Blank Letter to GP**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

The Practice Manager

{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_GP\_SUR\_name }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_GP\_SUR\_address }

Dear Sirs

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }  
**NHS** { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_NUM }  
**Number:**

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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# **Blank Letter to Witness 1**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1TITLE } { MERGEFIELD  
FW\_CN\_WITNESS1\_FWWIT1INTS } { MERGEFIELD  
FW\_CN\_WITNESS1\_FWWIT1SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1TITLE } { MERGEFIELD  
FW\_CN\_WITNESS1\_FWWIT1SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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## **Blank Letter to Expert 2**

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MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title" } { MERGEFIELD  
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"FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compname } = "" "{  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_address }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD  
"CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD  
"CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal  
} { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM  
yyyy" }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\*UPPER }

# **Blank Letter to Expert 4**

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MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_forename" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compname } = "" "{  
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MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title } {  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD  
"CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD  
"CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB  
\@"d"\\*Ordinal } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }



## **Blank Letter to Expert 3**

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MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_forename" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname" }  
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MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_address }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD  
"CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD  
"CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal  
} { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM  
yyyy" }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\*UPPER }

# **Blank Letter to Defendant 1**

**Solicitor**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

Your Ref: { MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_RF }

{ QUOTE { DATE \@ "d MMMM yyyy" } }

{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_title } { MERGEFIELD  
FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_initials } { MERGEFIELD  
FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_surname }  
{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_name }  
{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_address }

Dear Sirs

**Your Client:** { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }

**Our Client:** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Blank Letter to Expert 1**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_forename" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compname } = "" "{  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_address }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD  
"CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD  
"CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal  
} { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM  
yyyy" }

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\*UPPER }

# **Blank Letter to Court**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_address }

Dear Sirs

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
**Claim No:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }  
**Hearing Date:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_HEAR\_D }  
**Hearing Time:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_HEAR\_T }

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\UPPER }

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# **Blank Letter to Counsel**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_title } { MERGEFIELD  
FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_initials } { MERGEFIELD  
FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname }  
{ MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_ORG\_name }  
{ MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_ORG\_address }

Dear { IF { MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname } = "" "Sirs"  
"{ MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_title } { MERGEFIELD  
FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname }" }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
**Claim No:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

Yours { IF { MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname } = ""  
"Faithfully" "Sincerely" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

# **Blank Letter to Defendant 1**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_ADD }" "The Chief Executive  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_address }" }

Dear { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "Sirs" }

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }  
**NHS** { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_NUM }  
**Number:**

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely" "  
Yours Faithfully" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

# **Blank Letter to Client**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER\_MATTER\_DESCRIPTION }**

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

## **Witness 5 – Prepare Witness**



# Statement

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5TITLE } { MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5INTS } { MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5SURNAME } { MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5TITLE } { MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

I write further to our previous correspondence.

Thank you for agreeing to give evidence in the claim being brought by { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }. I understand that you are able to give evidence about [DETAILS OF INFORMATION OR EVENTS TO BE COVERED BY WITNESS STATEMENT].

I thought it would be useful if, at this stage, I set out the steps that will be taken to prepare your witness statement. I have also included some general advice on how to prepare to give your evidence and how to deal with cross-examination by the other side's representative.

### **Your witness statement**

Early preparation of your statement will ensure that:

- a) Your recollection is set down on paper while matters are as fresh in your mind and before they are subject to challenge;
- b) You have a proper opportunity to think about the matters and/or events you are dealing with and your evidence is presented in a clear and logical fashion;
- c) You have the chance to thoroughly consider any documents referred to in your statement;
- d) The words used in the statement are your own, you are comfortable with what you have said, and you are not committed to say anything that you do not really mean; and
- e) We can identify any areas of difficulty or concern at an early stage so that you can be properly prepared to deal with them at the hearing.

### **Preparing for the hearing**

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Once your statement has been finalised, in preparation for giving evidence at the hearing you should practise reading your statement slowly out loud a number of times. Doing this should avoid two situations that commonly make witnesses look foolish and damage their credibility:

- a) A witness who reads out their statement in a faltering fashion suggests that the words they are reading are unfamiliar. The court may conclude that the words they are hearing are not their own; or
- b) A witness contradicts their statement when they answer a question in cross-examination.

A witness who remains calm and sticks to their evidence is difficult for even a skilled cross-examiner to undermine.

### **Giving evidence at the hearing**

When you are called to give evidence, you will be asked to take the oath. This will involve either swearing on a holy book or, if you are not religious, affirming. Our representative will then ask you to take the court through your account of what happened. They will ask questions as required. These questions will also enable you to get comfortable with the process of answering questions before the court.

Once our representative has finished asking you questions, the other party's representative will have the opportunity to cross-examine you. Since this is the part of giving evidence that most often worries witnesses, I have set out some advice below about how to give evidence effectively when being cross-examined.

After you have been cross-examined, our representative will be permitted to ask you further questions about matters that have come up during your cross-examination.

### **How to give evidence effectively**

This is very simple: do what the oath requires of you. Tell the truth, the whole truth and nothing but the truth.

### **Dealing with possibilities**

You should only tell the court things you know for a fact. The cross-examiner may ask you to speculate about whether it is possible that a particular event occurred. Contrary to what is commonly assumed, you cannot refuse to answer a question merely because it is hypothetical. The issues commonly dealt with by courts often involve the consideration of hypothetical matters.

If you are asked whether something was possible, unless you tell the court how likely you think it was they will be left guessing. Therefore, if you think that there was a slight possibility of that something happening or having happened, rather than saying that it was possible you should let the court know how likely it was. For example, you could say that it was possible but would have been very unlikely.

### **When you can't remember something**

If you have no recollection of something you are asked about, don't be tempted to tell the court what you assume must have happened as if you know it for a matter of fact. You should say that you do not recall the particular matter in issue but think it likely that a particular scenario would have happened and explain why you think that to be the case. Be

honest or the cross-examiner will force you to admit you can't remember and you will look foolish for not having been honest in the first place.

### **Being asked for a yes or no answer**

The most popular line of attack for a cross-examiner is the closed question. You will become familiar with the phrase "it's a yes or no answer". You probably won't agree.

The temptation when faced with an unreasonably restrictive question is to not answer it and instead to answer the question you think you should have been asked. However, this will make you appear evasive and unhelpful and will not endear you to the court. It is better to either answer yes or no, but to state that is not a complete answer and there are other things the court should know in order to be able to understand it. Then, the court will either let you expand your answer immediately or you will at least have brought your representative's attention to this issue as being one that you should be taken back to in re-examination.

### **Answer the question and avoid repetition**

You should keep your answers to the questions that you are asked. You can undermine your credibility and the strength of your evidence if you take each question as an opportunity to repeat the same thing.

### **Dealing with the cross-examiner**

Do not be tempted to argue with the cross-examiner. You will come across as being deliberately difficult and evasive, which courts hate. It is far better to stay calm and focus on dealing with the questions put to you.

If there are any matters of particular concern to you about either the evidence you are to give or that may be put to you in cross-examination you should let me know now.

So that we can start on the preparation of your statement I would be grateful if you could contact me to arrange a mutually convenient time for us to discuss.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

**Witness 6 – enclose Draft**

# Statement

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6TITLE } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6INTS } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6TITLE } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Please find enclosed a draft copy of your witness statement. I should be grateful if you would please read through it carefully and if approved, sign and date where indicated.

If, however, you wish to make any amendments to the statement please let me know as soon as possible so I can discuss these with you.

I look forward to hearing from you.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

## **Witness 6 – Letter of Approach**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6TITLE } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6INTS } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6TITLE } { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Date of Alleged** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT  
**Negligence:** \@ "d" \\*Ordinal} { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }

We act on behalf of { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" }. We understand that you may be able to provide valuable  
information to the Court regarding a case of alleged negligence which took place on {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d" \\*Ordinal} { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }. If you are willing to provide  
information which may be helpful to the case, it may be necessary for a witness statement to  
be taken and, further, for you to appear in Court to give evidence.

Please can you telephone the above number to discuss the matter generally and make an  
appointment if necessary. If you do have to attend Court, it is possible to claim reasonable  
travel expenses and loss of earnings from the Court, but you should note that they may only  
pay a proportion of such costs.

If you are willing to be a witness in the case, please return the slip below in the stamped  
addressed envelope provided.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

{ MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Date of Alleged** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT }  
**Negligence:**

I, { MERGEFIELD "FW\_CN\_WITNESS6\_FWWIT6FORENAME" } { MERGEFIELD  
"FW\_CN\_WITNESS6\_FWWIT6SURNAME" }, confirm that I am willing to be a witness in this  
case.

Signed.....

Dated.....

## **Witness 6 – Prepare Witness**

# Statement

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6TITLE } { MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6INTS } { MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6SURNAME } { MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6TITLE } { MERGEFIELD FW\_CN\_WITNESS6\_FWWIT6SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

I write further to our previous correspondence.

Thank you for agreeing to give evidence in the claim being brought by { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }. I understand that you are able to give evidence about [DETAILS OF INFORMATION OR EVENTS TO BE COVERED BY WITNESS STATEMENT].

I thought it would be useful if, at this stage, I set out the steps that will be taken to prepare your witness statement. I have also included some general advice on how to prepare to give your evidence and how to deal with cross-examination by the other side's representative.

### **Your witness statement**

Early preparation of your statement will ensure that:

- a) Your recollection is set down on paper while matters are as fresh in your mind and before they are subject to challenge;
- b) You have a proper opportunity to think about the matters and/or events you are dealing with and your evidence is presented in a clear and logical fashion;
- c) You have the chance to thoroughly consider any documents referred to in your statement;
- d) The words used in the statement are your own, you are comfortable with what you have said, and you are not committed to say anything that you do not really mean; and
- e) We can identify any areas of difficulty or concern at an early stage so that you can be properly prepared to deal with them at the hearing.

### **Preparing for the hearing**

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Once your statement has been finalised, in preparation for giving evidence at the hearing you should practise reading your statement slowly out loud a number of times. Doing this should avoid two situations that commonly make witnesses look foolish and damage their credibility:

- a) A witness who reads out their statement in a faltering fashion suggests that the words they are reading are unfamiliar. The court may conclude that the words they are hearing are not their own; or
- b) A witness contradicts their statement when they answer a question in cross-examination.

A witness who remains calm and sticks to their evidence is difficult for even a skilled cross-examiner to undermine.

### **Giving evidence at the hearing**

When you are called to give evidence, you will be asked to take the oath. This will involve either swearing on a holy book or, if you are not religious, affirming. Our representative will then ask you to take the court through your account of what happened. They will ask questions as required. These questions will also enable you to get comfortable with the process of answering questions before the court.

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After you have been cross-examined, our representative will be permitted to ask you further questions about matters that have come up during your cross-examination.

### **How to give evidence effectively**

This is very simple: do what the oath requires of you. Tell the truth, the whole truth and nothing but the truth.

### **Dealing with possibilities**

You should only tell the court things you know for a fact. The cross-examiner may ask you to speculate about whether it is possible that a particular event occurred. Contrary to what is commonly assumed, you cannot refuse to answer a question merely because it is hypothetical. The issues commonly dealt with by courts often involve the consideration of hypothetical matters.

If you are asked whether something was possible, unless you tell the court how likely you think it was they will be left guessing. Therefore, if you think that there was a slight possibility of that something happening or having happened, rather than saying that it was possible you should let the court know how likely it was. For example, you could say that it was possible but would have been very unlikely.

### **When you can't remember something**

If you have no recollection of something you are asked about, don't be tempted to tell the court what you assume must have happened as if you know it for a matter of fact. You should say that you do not recall the particular matter in issue but think it likely that a particular scenario would have happened and explain why you think that to be the case. Be

honest or the cross-examiner will force you to admit you can't remember and you will look foolish for not having been honest in the first place.

### **Being asked for a yes or no answer**

The most popular line of attack for a cross-examiner is the closed question. You will become familiar with the phrase "it's a yes or no answer". You probably won't agree.

The temptation when faced with an unreasonably restrictive question is to not answer it and instead to answer the question you think you should have been asked. However, this will make you appear evasive and unhelpful and will not endear you to the court. It is better to either answer yes or no, but to state that is not a complete answer and there are other things the court should know in order to be able to understand it. Then, the court will either let you expand your answer immediately or you will at least have brought your representative's attention to this issue as being one that you should be taken back to in re-examination.

### **Answer the question and avoid repetition**

You should keep your answers to the questions that you are asked. You can undermine your credibility and the strength of your evidence if you take each question as an opportunity to repeat the same thing.

### **Dealing with the cross-examiner**

Do not be tempted to argue with the cross-examiner. You will come across as being deliberately difficult and evasive, which courts hate. It is far better to stay calm and focus on dealing with the questions put to you.

If there are any matters of particular concern to you about either the evidence you are to give or that may be put to you in cross-examination you should let me know now.

So that we can start on the preparation of your statement I would be grateful if you could contact me to arrange a mutually convenient time for us to discuss.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

# **Witness statement Pre-Action Disc**



Witness statement of { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION } of {  
MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME }

Filed on behalf of the Applicant/Intended Claimant

Number of witness statement: 1

Date: [insert date]

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }.**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_FORENAME\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }

**Applicant/Intended Claimant**

and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }

**Respondent/Intended Defendant**

---

WITNESS STATEMENT OF

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION \\* UPPER}

ON BEHALF OF THE APPLICANT / INTENDED CLAIMANT

---

I, { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION \\* UPPER} of { MERGEFIELD  
PRACTICEINFO\_HOUSE \\* UPPER} { MERGEFIELD "PRACTICEINFO\_AREA" \\* UPPER} {  
MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" \\* UPPER} { MERGEFIELD  
"PRACTICEINFO\_COUNTY" \\* UPPER} { MERGEFIELD "PRACTICEINFO\_POSTCODE" \\* UPPER}  
WILL SAY as follows:

1

**Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed.....

Dated.....

Claim No. { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }.

THE COUNTY COURT AT { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name \\*  
UPPER}

BETWEEN:

{ MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_FORENAME\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }

Applicant / Intended Claimant

and

{ IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = ""  
"{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } {  
MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } {  
MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{  
MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }

Respondent / Intended Defendant

---

WITNESS STATEMENT OF

{ MERGEFIELD  
CALCULATION\_FEE\_EARNER\_DESCRI  
PTION \\* UPPER}

ON BEHALF OF THE  
APPLICANT / INTENDED  
CLAIMANT

---

{ MERGEFIELD  
PRACTICEINFO\_PRACTICE\_NAME }

{ MERGEFIELD PRACTICEINFO\_HOUSE }  
{ MERGEFIELD "PRACTICEINFO\_AREA" }  
{ MERGEFIELD  
"PRACTICEINFO\_POSTAL\_TOWN" }  
{ MERGEFIELD "PRACTICEINFO\_COUNTY" }  
{ MERGEFIELD "PRACTICEINFO\_POSTCODE" }

```
{ MERGEFIELD MATTER_FEE_EARNER_ID }{\n  MERGEFIELD client_no }{\ MERGEFIELD\n    matter_no }
```

## **Witness 4 – Letter of Approach**

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4TITLE } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4INTS } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4TITLE } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Date of Alleged** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT  
**Negligence:** \@ "d" \\*Ordinal} { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }

We act on behalf of { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" }. We understand that you may be able to provide valuable  
information to the Court regarding a case of alleged negligence which took place on {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d" \\*Ordinal} { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }. If you are willing to provide  
information which may be helpful to the case, it may be necessary for a witness statement to  
be taken and, further, for you to appear in Court to give evidence.

Please can you telephone the above number to discuss the matter generally and make an  
appointment if necessary. If you do have to attend Court, it is possible to claim reasonable  
travel expenses and loss of earnings from the Court, but you should note that they may only  
pay a proportion of such costs.

If you are willing to be a witness in the case, please return the slip below in the stamped  
addressed envelope provided.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
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{ MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

Re: { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

Date of Alleged  
Negligence: { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT }

I, { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4FORENAME } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4SURNAME }, confirm that I am willing to be a witness in this  
case.

Signed.....

Dated.....

## **Witness 4 – Prepare Witness**

# Statement



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4TITLE } { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4INTS } { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4SURNAME } { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4TITLE } { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

I write further to our previous correspondence.

Thank you for agreeing to give evidence in the claim being brought by { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }. I understand that you are able to give evidence about [DETAILS OF INFORMATION OR EVENTS TO BE COVERED BY WITNESS STATEMENT].

I thought it would be useful if, at this stage, I set out the steps that will be taken to prepare your witness statement. I have also included some general advice on how to prepare to give your evidence and how to deal with cross-examination by the other side's representative.

### **Your witness statement**

Early preparation of your statement will ensure that:

- a) Your recollection is set down on paper while matters are as fresh in your mind and before they are subject to challenge;
- b) You have a proper opportunity to think about the matters and/or events you are dealing with and your evidence is presented in a clear and logical fashion;
- c) You have the chance to thoroughly consider any documents referred to in your statement;
- d) The words used in the statement are your own, you are comfortable with what you have said, and you are not committed to say anything that you do not really mean; and
- e) We can identify any areas of difficulty or concern at an early stage so that you can be properly prepared to deal with them at the hearing.

### **Preparing for the hearing**

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Once your statement has been finalised, in preparation for giving evidence at the hearing you should practise reading your statement slowly out loud a number of times. Doing this should avoid two situations that commonly make witnesses look foolish and damage their credibility:

- a) A witness who reads out their statement in a faltering fashion suggests that the words they are reading are unfamiliar. The court may conclude that the words they are hearing are not their own; or
- b) A witness contradicts their statement when they answer a question in cross-examination.

A witness who remains calm and sticks to their evidence is difficult for even a skilled cross-examiner to undermine.

### **Giving evidence at the hearing**

When you are called to give evidence, you will be asked to take the oath. This will involve either swearing on a holy book or, if you are not religious, affirming. Our representative will then ask you to take the court through your account of what happened. They will ask questions as required. These questions will also enable you to get comfortable with the process of answering questions before the court.

Once our representative has finished asking you questions, the other party's representative will have the opportunity to cross-examine you. Since this is the part of giving evidence that most often worries witnesses, I have set out some advice below about how to give evidence effectively when being cross-examined.

After you have been cross-examined, our representative will be permitted to ask you further questions about matters that have come up during your cross-examination.

### **How to give evidence effectively**

This is very simple: do what the oath requires of you. Tell the truth, the whole truth and nothing but the truth.

### **Dealing with possibilities**

You should only tell the court things you know for a fact. The cross-examiner may ask you to speculate about whether it is possible that a particular event occurred. Contrary to what is commonly assumed, you cannot refuse to answer a question merely because it is hypothetical. The issues commonly dealt with by courts often involve the consideration of hypothetical matters.

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So that we can start on the preparation of your statement I would be grateful if you could contact me to arrange a mutually convenient time for us to discuss.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

**Witness 5 – enclose Draft**

# Statement

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5TITLE } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5INTS } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5TITLE } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name}" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Please find enclosed a draft copy of your witness statement. I should be grateful if you would please read through it carefully and if approved, sign and date where indicated.

If, however, you wish to make any amendments to the statement please let me know as soon as possible so I can discuss these with you.

I look forward to hearing from you.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

**Witness 5 – enclose Draft**

# Statement



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5TITLE } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5INTS } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS5\_FWWIT5TITLE } { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
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FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Date of Alleged** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT  
**Negligence:** \@ "d" \\*Ordinal} { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }

We act on behalf of { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" }. We understand that you may be able to provide valuable  
information to the Court regarding a case of alleged negligence which took place on {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d" \\*Ordinal} { MERGEFIELD  
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If you are willing to be a witness in the case, please return the slip below in the stamped  
addressed envelope provided.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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{ MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
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**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
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MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Date of Alleged** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT }  
**Negligence:**

I, { MERGEFIELD "FW\_CN\_WITNESS5\_FWWIT5FORENAME" } { MERGEFIELD  
"FW\_CN\_WITNESS5\_FWWIT5SURNAME" }, confirm that I am willing to be a witness in this  
case.

Signed.....

Dated.....

**Witness 3 – enclose Draft**

# Statement

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3TITLE } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3INTS } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3TITLE } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Please find enclosed a draft copy of your witness statement. I should be grateful if you would please read through it carefully and if approved, sign and date where indicated.

If, however, you wish to make any amendments to the statement please let me know as soon as possible so I can discuss these with you.

I look forward to hearing from you.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

## **Witness 3 – Letter of Approach**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3TITLE } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3INTS } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3TITLE } { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Date of Alleged** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT  
**Negligence:** \@ "d" \\*Ordinal} { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }

We act on behalf of { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" }. We understand that you may be able to provide valuable  
information to the Court regarding a case of alleged negligence which took place on {  
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information which may be helpful to the case, it may be necessary for a witness statement to  
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travel expenses and loss of earnings from the Court, but you should note that they may only  
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If you are willing to be a witness in the case, please return the slip below in the stamped  
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Yours sincerely

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MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Date of Alleged** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT }  
**Negligence:**

I, { MERGEFIELD "FW\_CN\_WITNESS3\_FWWIT3FORENAME" } { MERGEFIELD  
"FW\_CN\_WITNESS3\_FWWIT3SURNAME" }, confirm that I am willing to be a witness in this  
case.

Signed.....

Dated.....



## **Witness 3 – Prepare Witness**

# Statement

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3TITLE } { MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3INTS } { MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3SURNAME } { MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3TITLE } { MERGEFIELD FW\_CN\_WITNESS3\_FWWIT3SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

I write further to our previous correspondence.

Thank you for agreeing to give evidence in the claim being brought by { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }. I understand that you are able to give evidence about [DETAILS OF INFORMATION OR EVENTS TO BE COVERED BY WITNESS STATEMENT].

I thought it would be useful if, at this stage, I set out the steps that will be taken to prepare your witness statement. I have also included some general advice on how to prepare to give your evidence and how to deal with cross-examination by the other side's representative.

### **Your witness statement**

Early preparation of your statement will ensure that:

- a) Your recollection is set down on paper while matters are as fresh in your mind and before they are subject to challenge;
- b) You have a proper opportunity to think about the matters and/or events you are dealing with and your evidence is presented in a clear and logical fashion;
- c) You have the chance to thoroughly consider any documents referred to in your statement;
- d) The words used in the statement are your own, you are comfortable with what you have said, and you are not committed to say anything that you do not really mean; and
- e) We can identify any areas of difficulty or concern at an early stage so that you can be properly prepared to deal with them at the hearing.

### **Preparing for the hearing**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

Once your statement has been finalised, in preparation for giving evidence at the hearing you should practise reading your statement slowly out loud a number of times. Doing this should avoid two situations that commonly make witnesses look foolish and damage their credibility:

- a) A witness who reads out their statement in a faltering fashion suggests that the words they are reading are unfamiliar. The court may conclude that the words they are hearing are not their own; or
- b) A witness contradicts their statement when they answer a question in cross-examination.

A witness who remains calm and sticks to their evidence is difficult for even a skilled cross-examiner to undermine.

### **Giving evidence at the hearing**

When you are called to give evidence, you will be asked to take the oath. This will involve either swearing on a holy book or, if you are not religious, affirming. Our representative will then ask you to take the court through your account of what happened. They will ask questions as required. These questions will also enable you to get comfortable with the process of answering questions before the court.

Once our representative has finished asking you questions, the other party's representative will have the opportunity to cross-examine you. Since this is the part of giving evidence that most often worries witnesses, I have set out some advice below about how to give evidence effectively when being cross-examined.

After you have been cross-examined, our representative will be permitted to ask you further questions about matters that have come up during your cross-examination.

### **How to give evidence effectively**

This is very simple: do what the oath requires of you. Tell the truth, the whole truth and nothing but the truth.

### **Dealing with possibilities**

You should only tell the court things you know for a fact. The cross-examiner may ask you to speculate about whether it is possible that a particular event occurred. Contrary to what is commonly assumed, you cannot refuse to answer a question merely because it is hypothetical. The issues commonly dealt with by courts often involve the consideration of hypothetical matters.

If you are asked whether something was possible, unless you tell the court how likely you think it was they will be left guessing. Therefore, if you think that there was a slight possibility of that something happening or having happened, rather than saying that it was possible you should let the court know how likely it was. For example, you could say that it was possible but would have been very unlikely.

### **When you can't remember something**

If you have no recollection of something you are asked about, don't be tempted to tell the court what you assume must have happened as if you know it for a matter of fact. You should say that you do not recall the particular matter in issue but think it likely that a particular scenario would have happened and explain why you think that to be the case. Be

honest or the cross-examiner will force you to admit you can't remember and you will look foolish for not having been honest in the first place.

### **Being asked for a yes or no answer**

The most popular line of attack for a cross-examiner is the closed question. You will become familiar with the phrase "it's a yes or no answer". You probably won't agree.

The temptation when faced with an unreasonably restrictive question is to not answer it and instead to answer the question you think you should have been asked. However, this will make you appear evasive and unhelpful and will not endear you to the court. It is better to either answer yes or no, but to state that is not a complete answer and there are other things the court should know in order to be able to understand it. Then, the court will either let you expand your answer immediately or you will at least have brought your representative's attention to this issue as being one that you should be taken back to in re-examination.

### **Answer the question and avoid repetition**

You should keep your answers to the questions that you are asked. You can undermine your credibility and the strength of your evidence if you take each question as an opportunity to repeat the same thing.

### **Dealing with the cross-examiner**

Do not be tempted to argue with the cross-examiner. You will come across as being deliberately difficult and evasive, which courts hate. It is far better to stay calm and focus on dealing with the questions put to you.

If there are any matters of particular concern to you about either the evidence you are to give or that may be put to you in cross-examination you should let me know now.

So that we can start on the preparation of your statement I would be grateful if you could contact me to arrange a mutually convenient time for us to discuss.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

**Witness 4 – enclose Draft**

# Statement

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4TITLE } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4INTS } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS4\_FWWIT4TITLE } { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Please find enclosed a draft copy of your witness statement. I should be grateful if you would please read through it carefully and if approved, sign and date where indicated.

If, however, you wish to make any amendments to the statement please let me know as soon as possible so I can discuss these with you.

I look forward to hearing from you.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }



**Witness 2 – enclose Draft**

# Statement

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2TITLE } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2INTS } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2TITLE } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name}" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Please find enclosed a draft copy of your witness statement. I should be grateful if you would please read through it carefully and if approved, sign and date where indicated.

If, however, you wish to make any amendments to the statement please let me know as soon as possible so I can discuss these with you.

I look forward to hearing from you.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

## **Witness 1 – Prepare Witness**

# Statement

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1TITLE } { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1INTS } { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1SURNAME } { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1TITLE } { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

I write further to our previous correspondence.

Thank you for agreeing to give evidence in the claim being brought by { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }. I understand that you are able to give evidence about [DETAILS OF INFORMATION OR EVENTS TO BE COVERED BY WITNESS STATEMENT].

I thought it would be useful if, at this stage, I set out the steps that will be taken to prepare your witness statement. I have also included some general advice on how to prepare to give your evidence and how to deal with cross-examination by the other side's representative.

### **Your witness statement**

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- b) You have a proper opportunity to think about the matters and/or events you are dealing with and your evidence is presented in a clear and logical fashion;
- c) You have the chance to thoroughly consider any documents referred to in your statement;
- d) The words used in the statement are your own, you are comfortable with what you have said, and you are not committed to say anything that you do not really mean; and
- e) We can identify any areas of difficulty or concern at an early stage so that you can be properly prepared to deal with them at the hearing.

### **Preparing for the hearing**

Once your statement has been finalised, in preparation for giving evidence at the hearing you should practise reading your statement slowly out loud a number of times. Doing this

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should avoid two situations that commonly make witnesses look foolish and damage their credibility:

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- b) A witness contradicts their statement when they answer a question in cross-examination.

A witness who remains calm and sticks to their evidence is difficult for even a skilled cross-examiner to undermine.

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### **Answer the question and avoid repetition**

You should keep your answers to the questions that you are asked. You can undermine your credibility and the strength of your evidence if you take each question as an opportunity to repeat the same thing.

### **Dealing with the cross-examiner**

Do not be tempted to argue with the cross-examiner. You will come across as being deliberately difficult and evasive, which courts hate. It is far better to stay calm and focus on dealing with the questions put to you.

If there are any matters of particular concern to you about either the evidence you are to give or that may be put to you in cross-examination you should let me know now.

So that we can start on the preparation of your statement I would be grateful if you could contact me to arrange a mutually convenient time for us to discuss.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }



## **Witness 2 – Prepare Witness**

# Statement

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2TITLE } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2INTS } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2TITLE } { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

I write further to our previous correspondence.

Thank you for agreeing to give evidence in the claim being brought by { MERGEFIELD  
"LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }. I understand  
that you are able to give evidence about [DETAILS OF INFORMATION OR EVENTS TO BE  
COVERED BY WITNESS STATEMENT].

I thought it would be useful if, at this stage, I set out the steps that will be taken to prepare  
your witness statement. I have also included some general advice on how to prepare to give  
your evidence and how to deal with cross-examination by the other side's representative.

### **Your witness statement**

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- a) Your recollection is set down on paper while matters are as fresh in your mind and before they are subject to challenge;
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- e) We can identify any areas of difficulty or concern at an early stage so that you can be properly prepared to deal with them at the hearing.

### **Preparing for the hearing**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
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honest or the cross-examiner will force you to admit you can't remember and you will look foolish for not having been honest in the first place.

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### **Answer the question and avoid repetition**

You should keep your answers to the questions that you are asked. You can undermine your credibility and the strength of your evidence if you take each question as an opportunity to repeat the same thing.

### **Dealing with the cross-examiner**

Do not be tempted to argue with the cross-examiner. You will come across as being deliberately difficult and evasive, which courts hate. It is far better to stay calm and focus on dealing with the questions put to you.

If there are any matters of particular concern to you about either the evidence you are to give or that may be put to you in cross-examination you should let me know now.

So that we can start on the preparation of your statement I would be grateful if you could contact me to arrange a mutually convenient time for us to discuss.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

## **Witness 2 – Letter of Approach**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2TITLE } { MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2INTS } { MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2SURNAME } { MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2TITLE } { MERGEFIELD FW\_CN\_WITNESS2\_FWWIT2SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Date of Alleged Negligence:** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d" \\*Ordinal } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }

We act on behalf of { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }. We understand that you may be able to provide valuable information to the Court regarding a case of alleged negligence which took place on { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d" \\*Ordinal } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }. If you are willing to provide information which may be helpful to the case, it may be necessary for a witness statement to be taken and, further, for you to appear in Court to give evidence.

Please can you telephone the above number to discuss the matter generally and make an appointment if necessary. If you do have to attend Court, it is possible to claim reasonable travel expenses and loss of earnings from the Court, but you should note that they may only pay a proportion of such costs.

If you are willing to be a witness in the case, please return the slip below in the stamped addressed envelope provided.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\*UPPER }

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{ MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Date of Alleged** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT }  
**Negligence:**

I, { MERGEFIELD "FW\_CN\_WITNESS2\_FWWIT2FORENAME" } { MERGEFIELD  
"FW\_CN\_WITNESS2\_FWWIT2SURNAME" }, confirm that I am willing to be a witness in this  
case.

Signed.....

Dated.....



# **Threat of Pre-Action Disclosure**

**For Defendant 1 Re**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_ADD }" "The Chief Executive  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_address }" }

Dear { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "Sirs" }

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }  
**NHS** { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_NUM }  
**Number:**

We are disappointed to note that the 40 days provided for under the Access to Health Records Act 1990 has expired and we are still without our client's medical records.

In the circumstances, we ask that you provide same by close of business on ..... failing which, we will petition the Court under Rule 31.16 of the Civil Procedure Rules 1998 for an order for pre-action disclosure.

We reserve the right to rely upon this and all relevant correspondence when the question of costs falls to be considered.

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely" "  
Yours Faithfully" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

# **Threat of Pre-Action Disclosure**

**For GP Records**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

The Practice Manager

{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_GP\_SUR\_name }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_GP\_SUR\_address }

Dear Sirs

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }  
**NHS** { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_NUM }  
**Number:**

We are disappointed to note that the 40 days provided for under the Access to Health Records Act 1990 has expired and we are still without our client's medical records.

In the circumstances, we ask that you provide same by close of business on .....failing which, we will petition the Court under Rule 31.16 of the Civil Procedure Rules 1998 for an order for pre-action disclosure.

We reserve the right to rely upon this and all relevant correspondence when the question of costs falls to be considered.

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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## **Witness 1 – Letter of Approach**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1TITLE } { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1INTS } { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1SURNAME } { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1TITLE } { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" } }

**Date of Alleged Negligence:** { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d" \\*Ordinal } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }

We act on behalf of { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }. We understand that you may be able to provide valuable information to the Court regarding a case of alleged negligence which took place on { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d" \\*Ordinal } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }. If you are willing to provide information which may be helpful to the case, it may be necessary for a witness statement to be taken and, further, for you to appear in Court to give evidence.

Please can you telephone the above number to discuss the matter generally and make an appointment if necessary. If you do have to attend Court, it is possible to claim reasonable travel expenses and loss of earnings from the Court, but you should note that they may only pay a proportion of such costs.

If you are willing to be a witness in the case, please return the slip below in the stamped addressed envelope provided.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\*UPPER }

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{ MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

Re: { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

Date of Alleged  
Negligence: { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT }

I, { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1FORENAME } { MERGEFIELD  
FW\_CN\_WITNESS1\_FWWIT1SURNAME }, confirm that I am willing to be a witness in this  
case.

Signed.....

Dated.....

**Witness 1 – enclose Draft**

# Statement

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1TITLE } { MERGEFIELD  
FW\_CN\_WITNESS1\_FWWIT1INTS } { MERGEFIELD  
FW\_CN\_WITNESS1\_FWWIT1SURNAME }  
{ MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1ADDRESS }

Dear { MERGEFIELD FW\_CN\_WITNESS1\_FWWIT1TITLE } { MERGEFIELD  
FW\_CN\_WITNESS1\_FWWIT1SURNAME }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Please find enclosed a draft copy of your witness statement. I should be grateful if you would please read through it carefully and if approved, sign and date where indicated.

If, however, you wish to make any amendments to the statement please let me know as soon as possible so I can discuss these with you.

I look forward to hearing from you.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

# **Request Letter for Defendant 1**

# Medical Records

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_ADD }" "The Chief Executive { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_address }" }

Dear { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "Sirs" }

**Our Client:** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }  
**NHS Number:** { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_NUM }

We have been instructed by the above-named, who is contemplating a claim for compensation for personal injuries suffered as a result of negligence in { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } medical treatment.

We enclose herewith our client's authorisation under the Clinical Negligence Protocol for disclosure of { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } medical records under the Access to Health Records Act 1990 and confirm that we are prepared to be responsible for your reasonable fees.

We would also please request any relevant guidelines, analyses, protocols or policies as well as any documents created in relation to any adverse incident, notifiable safety incident or complaint.

We look forward to receiving our client's records from yourselves as soon as is possible, and in any event within the 40 days provided for under the above Act.

Please note that no action is contemplated against you, your servants or agents at the present time.

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely" "Yours Faithfully" }

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}



```
{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME\*UPPER }
```

# **Schedule of Loss**

## SCHEDULE OF LOSS

**Schedule of Past and Future  
Losses and Expenses**

{ MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name }

|                                      |   |
|--------------------------------------|---|
| <b>Claim No:</b>                     |   |
| <b>Claimant<br/>(Including Ref)</b>  | { MERGEFIELD<br>"LINKNAME_FORENAME_1" } {<br>MERGEFIELD "LINKNAME_SURNAME_1" }<br>{ MERGEFIELD "client_no" }/{<br>MERGEFIELD "matter_no" }  |
| <b>Defendant<br/>(Including Ref)</b> | { IF { MERGEFIELD<br>FW_CN_DEF1_FW_CN_D1_TRUST_name }<br><> "" "{ MERGEFIELD<br>FW_CN_DEF1_FW_CN_D1_TRUST_name<br>}" "{ MERGEFIELD<br>"FW_CN_DEF1_FW_CN_D1_FNAME" } {<br>MERGEFIELD<br>"FW_CN_DEF1_FW_CN_D1_SNAME" }" } |

### I. GENERAL DAMAGES

- |   |                |
|---|----------------|
| (1) Pain, suffering and loss of amenity | To be assessed |
| (2) Handicap on the labour market       | To be assessed |

### II. PAST EXPENSES AND LOSSES

Receipts and documentary evidence are attached where available and exhibited in the attached bundle.

#### (1) Loss of Earnings

The Claimant's pre-accident average pay was £[ ] per week and the Claimant was unable to work for a total period of [ ] weeks.

**Sub Total      £**

## (2) Medical Expenses

- (a) Physiotherapy
- (b) Prescription charges

**Sub Total      £**

## (3) Travel Expenses

- (a) To and from GP  
X visits – X miles return trip @£0.45 per mile
- (b) To and from Hospital  
X visits - X miles return trip @£0.45 per mile
- (c) To and from Physiotherapist  
X visits - X miles return trip @£0.45 per mile
- (c) To and from Orthopaedic Expert  
X visits - X miles return trip @£0.45 per mile

**Sub Total                      £**

## (4) Gratuitous Care

The Claimant claims the hourly commercial rate of £8.50 (sourced from the British Medical Association Rates 2008) multiplied by the amount of hours per day less 25% representing the consequential discount for care provided by family in line with Evans v Pontypridd Roofing [2001]ECWA Civ 1657:-

The assistance consisted of:-

\*Delete as applicable

- Dressing
- Bathing/Personal Care
- Cooking
- Cleaning
- Shopping
- Gardening

(a)      From date of accident to [ ]

[ ] hours per day x [ ] weeks

Less 25%

(b)      From [ ] to [ ]

[ ] hours per day x [ ] weeks

Less 25%

**Sub Total                      £**

## **(5) Miscellaneous**

- (a) Clothing
- (b) Aids and Equipment
- (c) Policy excess
- (d) Postage, stationery, telephone calls and photocopying

## **III. FUTURE EXPENSES AND LOSSES**

### **(1) Future Medical Expenses**

- (a) Physiotherapy
- (b) Prescription charges
- (c) Surgery/After-care

**Sub Total**                      **£**

### **(2) Future Travel**

- (a) In view of the above medical costs as per the medical report attached, associated travel costs are claimed as a lump sum.

**Sub Total**                      **£**

### **(3) Future Care**

- (a) A claim for future care costs as per the medical report and care reported attached is pleaded.

**Sub Total**                      **£**

## **IV. INTEREST**

### **(1) General Damages**

Interest is claimed at 2%

To be assessed

### **(2) Past Expenses and Losses**

Interest is claimed at the full special account rate of % amounting to a total of £ to date.

### Statement of Truth

I believe that the facts stated in this schedule of special damages are true.

Full name: { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }

Name of Claimant's solicitor's firm: { MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }

Signed:

Position or office held:

\*(Claimant) (Litigation friend)

\* delete as appropriate

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME }  
{ MERGEFIELD PRACTICEINFO\_DX\_NO }  
{ MERGEFIELD PRACTICEINFO\_HOUSE }  
{ MERGEFIELD PRACTICEINFO\_AREA }  
{ MERGEFIELD PRACTICEINFO\_POSTAL\_TOWN }  
{ MERGEFIELD PRACTICEINFO\_POSTCODE }

{ QUOTE { DATE \@ "dd MMMM yyyy" \\* MERGEFORMAT } }

# **Particulars of Claim**

IN THE COUNTY COURT AT { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Claim No: { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

**PARTIES:**

{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } **Claimant**

and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" } **Defendant**

---

PARTICULARS OF CLAIM

---



### **Statement of Truth**

The Claimant believes that the facts stated in this Particulars of Claim are true. The Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised by the Claimant to sign this Statement.

Full name: { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }

Name of Claimant's legal representative's firm: { MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME }

### **Legal Representative**

Position or office held (if signing on behalf of a firm or a company): { MERGEFIELD CALCULATION\_STATUS\_DESCRIPTION }

Date signed:

# **Proposed Timetable for Trial**

**Claim No.** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }.

IN THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }

BETWEEN:

{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } **Claimant**

and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" } **Defendant**

---

PROPOSED TIMETABLE FOR TRIAL

---

| Day | Date                            | Event                           |
|-----|---------------------------------|---------------------------------|
| 1   | [date of first<br>day of trial] | Before lunch -<br>After lunch - |
| 2   | [trial + 1]                     | Before lunch -<br>After lunch - |
| 3   | [trial + 2]                     | Before lunch -<br>After lunch - |
| 4   | [date + 3]                      | Before lunch -<br>After lunch - |

# **Request Letter for GP Records**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

The Practice Manager

{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_GP\_SUR\_name }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_GP\_SUR\_address }

Dear Sirs

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }  
**NHS** { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_NUM }  
**Number:**

We have been instructed by the above-named, who is contemplating a claim for compensation for personal injuries suffered as a result of negligence in { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } medical treatment.

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We look forward to receiving our client's records from yourselves as soon as is possible, and in any event within the 40 days provided for under the above Act.

Please note that no action is contemplated against you, your servants or agents at the present time.

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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## **Part 36 Offer to Defendant**

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_title } { MERGEFIELD  
FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_initials } { MERGEFIELD  
FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_surname }  
{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_name }  
{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_address }

Dear Sirs

**Your Client:** { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }

**Our Client:** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }

We refer to the above matter in which we act for { MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD LINKNAME\_SURNAME\_1 }.

Our client is aware of the requirements of the Civil Procedure Rules for parties to seek to  
settle their disputes and we have been instructed to put forward an offer under Part 36 of the  
CPR which please find attached in form N242A.

#### **Clarification**

If you are not entirely clear about any terms of this Offer, please let us know in writing within  
seven days identifying any elements which you consider unclear. Your failure to provide  
such notification, we will submit, precludes you from seeking to avoid the adverse costs  
consequences of Part 36 by referring to any alleged ambiguities or technical errors in this  
letter.

We look forward to hearing from you. In the meantime, please confirm receipt of this letter.

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely" "  
Yours Faithfully" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\UPPER }

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LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}



## **Part 36 Offer(s) to Client for**

# Approval

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Please find enclosed draft Part 36 Offer for your approval.

In this letter I will explain in more detail how a Part 36 offer works, and the potential advantages and disadvantages of making one in your case.

A Part 36 offer is a special kind of settlement offer governed by Part 36 of the Civil Procedure Rules 1998.

Part 36 of the Civil Procedure Rules 1998 is a complex and detailed area of law. This letter does not attempt to explain every possible use of such an offer but instead summarises how it operates in most ordinary scenarios. It will also propose options for the progression of your case.

I wish to point out the following:

### **Next steps**

I hope this letter comprehensively details the position with Part 36 offers. Once you have had an opportunity to consider the proposed offer of settlement, please contact me to discuss so that I may draft the relevant letter to the defendant.

Yours sincerely

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```
{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME\*UPPER }
```

**N251 Notice of funding of case or**

**claim**

# Notice of funding of case or claim

Notice of funding by means of a conditional fee agreement, insurance policy or undertaking given by a prescribed body should be given to the court and all other parties to the case:

- on commencement of proceedings
- other first document; and
- at any later time that such an arrangement is entered into,

|   |  |
|---|--|
| <b>In the</b><br>{ MERGEFIELD FW_CN_COURT_FW_CN_COURT_name }  |  |
| The court office is open between 10 am and 4 pm Monday to Friday. When writing to the court, please address forms or letters to the Court Manager and quote the claim number. |  |
| <b>Claim No.</b>  | { MERGEFIELD FW_CN_COURT_FW_CN_CT_CL_NO }  |
| <b>Claimant</b><br>(include Ref.)   | { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } { MERGEFIELD "MATTER_FEE_EARNER_ID" } { MERGEFIELD "MATTER_FEE_EARNER_ID" } |
| <b>Defendant</b><br>(include Ref.)  | { IF { MERGEFIELD FW_CN_DEF1_FW_CN_D1_TRUST_name } <> "" "{ MERGEFIELD FW_CN_DEF1_FW_CN_D1_TRUST_name } }  |

**Take notice that** in respect of

{ FORMCHECKBOX } all claims herein

{ FORMCHECKBOX } the following claims

{ FORMTEXT }

{ FORMCHECKBOX } the case of (specify name of party)

{ FORMTEXT }

{ FORMTEXT } { FORMTEXT } being funded by:

(Please tick those boxes which apply)

{ FORMCHECKBOX } a conditional fee Dated rent

{ FORMTEXT }

which provides for a success fee

{ FORMCHECKBOX } an insurance poli Dated ed on

Policy no

{ FORMTEXT }

{ FORMTEXT }

Name and address of insurer

{ FORMTEXT }

Level of cover

{ FORMTEXT }

Are the insurance premiums staged?

{ FORMCHECKBOX } Yes {

{ FORMCHECKBOX } an undertaking given on

Dated { FORMTEXT }

by

Name of prescribed body

{ FORMTEXT }

in the following terms

{ FORMTEXT }

The funding of the case has now changed:

{ FORMCHECKBOX } the above funding has now ceased

{ FORMCHECKBOX } the conditional fee agreement has been terminated

{ FORMCHECKBOX } a conditional fee agreement

Dated { FORMTEXT }

which provides for a success fee has been entered into;

{ FORMCHECKBOX } an insurance policy

Dated { FORMTEXT }

has been cancelled

{ FORMCHECKBOX } an insurance policy has been issued on

Date { FORMTEXT }

Policy no { FORMTEXT }

Name and address of insurer

{ FORMTEXT }

FORMCHECKBOX } No

If Yes, at which point is an  
increased  
premium payable

{ FORMTEXT }



Level of cover

{ FORMTEXT }

{ FORMCHECKBOX } an undertaking given on

Dated { FORMTEXT }

Are the insurance premiums staged?

{ FORMCHECKBOX } Yes { FORMCHECKBOX }

No

has been terminated

{ FORMCHECKBOX } an undertaking has been given on

Dated

{ FORMTEXT }

If Yes, at which point is an increased  
premium payable

{ FORMTEXT }

Name of prescribed body

{ FORMTEXT }

in the following terms

{ FORMTEXT }

Signed

Dated

{ FORMTEXT }

Solicitor for the (claimant) (defendant)

(Part 20 defendant) (respondent) (appellant)

**N265 Make a Standard Disclosure**

**of Documents to th**

# List of Documents: Standard Disclosure

## Notes:

- The rules relating to standard disclosure are contained in Part 31 of the Civil Procedure Rules.
- Documents to be included under standard disclosure are contained in Rule 31.6.
- A document has or will have been in your control if you have of have had possession, or a right of possession of it or a right to inspect or take copies of it.

|  |   |
|--|---|
| In the { MERGEFIELD FW_CN_COURT_FW_CN_COURT_name } |   |
| Claim No.  | { MERGEFIELD FW_CN_COURT_FW_CN_CT_CL_NO }   |
| Claimant<br>(Including ref)                        | { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } { MERGEFIELD "MATTER_FEE_EARNER_ID" } { MERGEFIELD "client_no" } { MERGEFIELD "matter_no" }  |
| Defendant<br>(Including ref)                       | { IF { MERGEFIELD FW_CN_DEF1_FW_CN_D1_TRUST_name } <> "" "{ MERGEFIELD FW_CN_DEF1_FW_CN_D1_TRUST_name }" "{ MERGEFIELD "FW_CN_DEF1_FW_CN_D1_FNAME" } { MERGEFIELD "FW_CN_DEF1_FW_CN_D1_SNAME" }" } { MERGEFIELD FW_CN_D_SOL_INS_FW_CN_D1_SOL_RF } |
| Date   | { FORMTEXT }  |

## Disclosure statement

I, the above named

{ FORMCHECKBOX } Claimant { FORMCHECKBOX } Defendant

{ FORMCHECKBOX } (if party making disclosure is a company, firm or other organisation identify here who the person making the disclosure statement is and why he is the appropriate person to make it)

HECKB

OX }

Party

{ FORMTEXT }

state that I have carried out a reasonable and proportionate search to locate all the documents which I am required to disclose under the order made by the court on (date of order) { FORMTEXT }

{ FORMCHECKBOX } I did not search for documents:-

{ FORMCHECKBOX } pre-dating { FORMTEXT }

{ FORMCHECKBOX } located elsewhere than

{ FORMTEXT }

{ FORMCHECKBOX } in categories other than

{ FORMTEXT }

{ FORMCHECKBOX } for electronic documents

{ FORMCHECKBOX } I carried out a search for electronic documents contained on or created by the following:  
(list what was searched and extent of search)

{ FORMTEXT }

{ FORMCHECKBOX } I did not search for the following:-

{ FORMCHECKBOX } documents created before { FORMTEXT }

documents contained on or created by the { FORMCHECKBOX } Claimant { FORMCHECKBOX } Defendant

{ FORMCHECKBOX } { FORMCHECKBOX } portable data storage media  
PCs

{ FORMCHECKBOX } servers

{ FORMCHECKBOX } { FORMCHECKBOX } off-site storage  
databases

{ FORMCHECKBOX } { FORMCHECKBOX } laptops

{ FORMCHECKBOX } { FORMCHECKBOX } handheld devices  
back-up tapes

{ FORMCHECKBOX }  
mobile phones

{ FORMCHECKBOX }  
notebooks

{ FORMCHECKBOX }  
PDA devices

documents contained on or created by the { FORMCHECKBOX } Claimant { FORMCHECKBOX } Defendant

{ FORMCHECKBOX } { FORMCHECKBOX } document files  
mail files

{ FORMCHECKBOX } web-based applications

{ FORMCHECKBOX } { FORMCHECKBOX } graphic and presentation files  
calendar files

{ FORMCHECKBOX }  
spreadsheet files

documents other than by reference to the following keyword(s)/concepts (delete if your search was not confined to specific keywords or concepts)

{ FORMTEXT }

I certify that I understand the duty of disclosure and to the best of my knowledge I have carried out that duty. I further certify that the list of documents set out in or attached to this form, is a complete list of all documents which are or have been in my control and which I am obliged under the order to disclose.

I understand that I must inform the court and the other parties immediately if any further document required to be disclosed by Rule 31.6 comes into my control at any time before the conclusion of the case.

{ FORMCHECKBOX } I have not permitted inspection of documents within the category or class of documents (as set out below)

required to be disclosed under Rule 31(6)(b) or (c) on the grounds that to do so would be disproportionate to the issues in the case.

{ FORMTEXT }

SignedDate

{ FORMTEXT }

(Claimant)(Defendant){ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "('s litigation friend)" "(~~s litigation friend~~)" }

List and number here,  
in a convenient order,  
the documents (or  
bundles of documents if  
of the same nature, e.g.  
invoices) in your  
control, which you do  
not object to being  
inspected. Give a short  
description of each  
document or bundle so  
that it can be identified,  
and say if it is kept  
elsewhere i.e. with a  
bank or solicitor

I have control of the documents numbered and listed here. I do not object to you inspecting them/producing copies.

{ FORMTEXT }

---

List and number here,  
as above, the  
documents in your  
control which you  
object to being  
inspected.  
(Rule 31.19)

I have control of the documents numbered and listed here, but I object to you inspecting them:

{ FORMTEXT }

Say what your  
objections are

I object to you inspecting these documents because:

{ FORMTEXT }

---

List and number here,  
the documents you  
once had in your  
control, but which you  
no longer have. For  
each document listed,  
say when it was last in  
your control and where  
it is now.

I have had the documents numbered and listed below, but they are no longer in my control.

{ FORMTEXT }



## **N242a Offer to Settle**

## Offer to settle

(Section I – Part 36)

This form may be used to settle the whole or part of, or any issue that arises in, a claim, counterclaim, other additional claim, appeal or cross-appeal. It may also be used to settle detailed costs assessment proceedings.

A **Notice of acceptance** form is attached to this form should the offeree wish to use it.

**In the** (If proceedings have started)  
{ MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name }

**Claim No.** (or other ref.)  
{ MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

**Name of Claimant** (including ref.)  
{ MERGEFIELD LINKNAME\_FORENAME\_1 } {  
MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }

**Name of Defendant** (including ref.)  
{ IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <>  
"" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Before completing this form or responding to the offer  
please read the notes on pages 4 and 5**

To the Offeree ('s legal representative) (Insert name and address)

{ MERGEFIELD  
CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD  
PRACTICEINFO\_PRACTICE\_NAME }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE"  
{MERGEFIELD street\_address2 \f "  
"}{ MERGEFIELD "PRACTICEINFO\_AREA" \f "  
"}{ MERGEFIELD  
"PRACTICEINFO\_POSTAL\_TOWN" \f "  
"}{ MERGEFIELD "PRACTICEINFO\_COUNTY" \f "  
"}{ MERGEFIELD "PRACTICEINFO\_POSTCODE" }

**Take notice that** (insert name of party making the offer)

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME" } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }

**makes this offer to settle pursuant to Part 36 of the Civil Procedure Rules 1998.**

This offer is intended to be a { FORMCHECKBOX } defendant's { FORMCHECKBOX } claimant's Part 36 offer.

If the offer is accepted within { FORMTEXT } days of service of this notice, the  
defendant will be liable for the claimant's costs in accordance with rule 36.13.

Note: Specify a period which, subject to  
rule 36.5(2), must be at least 21 days

The offer is to settle: *(tick as appropriate)*

{ FORMCHECKBOX } the whole of { FORMCHECKBOX } part of {  
FORMCHECKBOX } a certain issue or issues in  
(give details over the page) (give details over the page)

the

{ FORMCHECKBOX } claim { FORMCHECKBOX } counterclaim { FORMCHECKBOX } other  
additional claim

{ FORMCHECKBOX } appeal { FORMCHECKBOX } cross-appeal { FORMCHECKBOX } detailed costs  
assessment proceedings

Please give details below of the offer you are making (If necessary continue on a separate sheet ensuring the claim number, if proceedings have started, is shown clearly)

{ FORMTEXT }

The offer { FORMCHECKBOX } does { FORMCHECKBOX } does not take into account { FORMCHECKBOX } all { FORMCHECKBOX } part of the following counterclaim (or other adverse claim):

{ FORMTEXT }

Is this a personal injury claim?

{ FORMCHECKBOX }

 Yes, please complete section 2,  
section 3 if applicable and section 4

{ FORMCHECKBOX }

 No, please go to Section 4

SECTION 2  
PERSONAL INJURY CLAIMS

Is there a claim for provisional damages?

{ FORMCHECKBOX }

 Yes, complete either part A or B below

{ FORMCHECKBOX }

 No, please go to Section 3

Note: See rule 36.19

A The offer is made in satisfaction of the claim on the assumption that the claimant will not:

{ FORMCHECKBOX }

 develop  
(state the disease)

{ FORMTEXT }

OR

{ FORMCHECKBOX }

 suffer  
(state type of deterioration)

{ FORMTEXT }

But if this does occur, the claimant will be entitled to claim further damages at any time before

|     |   |       |   |      |   |   |   |
|-----|---|-------|---|------|---|---|---|
| {   | { | {     | { | {    | { | { | { |
| F   | O | F     | O | F    | O | F | O |
| R   | R | R     | R | R    | R | R | R |
| M   | T | M     | T | M    | T | M | T |
| E   | X | E     | X | E    | X | E | X |
| T   | } | T     | } | T    | } | T | } |
| Day |   | Month |   | Year |   |   |   |

B { FORMCHECKBOX } This offer does not include an offer in respect of the claim for provisional damages.

SECTION 3  
To be completed only by DEFENDANTS in PERSONAL INJURY claims

Note: See rule 36.22

A { FORMCHECKBOX } This offer is made without regard to any liability for recoverable benefits under the Social Security (Recovery of Benefits Act) 1997.

OR

B { FORMCHECKBOX } This offer is intended to include any relevant deductible benefits for which the defendant is liable under the Social Security (Recovery of Benefits Act) 1997.

The amount of £{ FORMTEXT } is offered by way of gross compensation.

If you have ticked B, complete this section

{ FORMCHECKBOX } The defendant has not yet received a certificate of recoverable benefits.

OR

{ FORMCHECKBOX } The following amounts in respect of the following benefits are to be deducted. Please give details below.

| Type of benefit                     | Amount       |
|-------------------------------------|--------------|
| { FORMTEXT }                        | { FORMTEXT } |
| { FORMTEXT }                        | { FORMTEXT } |
| { FORMTEXT }                        | { FORMTEXT } |
| { FORMTEXT }                        | { FORMTEXT } |
| The net amount offered is therefore |              |
| £{ FORMTEXT }                       |              |

## SECTION 4

Complete in ALL cases

Details of the party making the offer

|                                 |   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
|---------------------------------|---|---|--------------|----|----|---|---|----|----|----|----|---|---|---|---|---|----|----|---|---|----|----|----|----|---|---|--|---|---|---|---|----|----|----|----|---|---|---|---|----|----|----|----|----|----|----|----|---|---|---|---|
| Full name                       | { MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| Name of firm<br>(if applicable) | { MERGEFIELD PRACTICEINFO_PRACTICE_NAME }   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| Signed                          | <div></div>   | Position held<br>(If signing on behalf<br>of a firm or company) | { FORMTEXT } |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| Date                            | <table><tr><td>{</td><td>{</td></tr><tr><td>FO</td><td>FO</td></tr><tr><td>R</td><td>R</td></tr><tr><td>MT</td><td>MT</td></tr><tr><td>EX</td><td>EX</td></tr><tr><td>T</td><td>T</td></tr></table> Day | {   | {            | FO | FO | R | R | MT | MT | EX | EX | T | T | <table><tr><td>{</td><td>{</td></tr><tr><td>FO</td><td>FO</td></tr><tr><td>R</td><td>R</td></tr><tr><td>MT</td><td>MT</td></tr><tr><td>EX</td><td>EX</td></tr><tr><td>T</td><td>T</td></tr></table> Month | { | { | FO | FO | R | R | MT | MT | EX | EX | T | T | <table><tr><td>{</td><td>{</td><td>{</td><td>{</td></tr><tr><td>FO</td><td>FO</td><td>FO</td><td>FO</td></tr><tr><td>R</td><td>R</td><td>R</td><td>R</td></tr><tr><td>MT</td><td>MT</td><td>MT</td><td>MT</td></tr><tr><td>EX</td><td>EX</td><td>EX</td><td>EX</td></tr><tr><td>T</td><td>T</td><td>T</td><td>T</td></tr></table> Year | { | { | { | { | FO | FO | FO | FO | R | R | R | R | MT | MT | MT | MT | EX | EX | EX | EX | T | T | T | T |
| {                               | {   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| FO                              | FO  |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| R                               | R   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| MT                              | MT  |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| EX                              | EX  |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| T                               | T   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| {                               | {   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| FO                              | FO  |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| R                               | R   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| MT                              | MT  |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| EX                              | EX  |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| T                               | T   |   |              |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| {                               | {   | {   | {            |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| FO                              | FO  | FO  | FO           |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| R                               | R   | R   | R            |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| MT                              | MT  | MT  | MT           |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| EX                              | EX  | EX  | EX           |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |
| T                               | T   | T   | T            |    |    |   |   |    |    |    |    |   |   |   |   |   |    |    |   |   |    |    |    |    |   |   |  |   |   |   |   |    |    |    |    |   |   |   |   |    |    |    |    |    |    |    |    |   |   |   |   |

### IMPORTANT NOTES:

1. This form may be used to settle the whole or part of, or any issue that arises in, a claim, counterclaim, other additional claim, appeal or cross-appeal. It may also be used to settle detailed costs assessment proceedings.
2. When used to make a Part 36 offer in respect of an appeal, an appellant seeking to settle their appeal should make a claimant's offer while a respondent should make a defendant's offer. [See rule 36.4.]
3. When used to make a Part 36 offer in respect of a counterclaim or other additional claim or a cross-appeal in certain appeal proceedings:
  - the party bringing the counterclaim, additional claim or cross-appeal can make (a) a claimant's offer on such counterclaim, additional claim or cross-appeal; or (b) a defendant's offer on the claim or appeal; and
  - the party bringing the original claim or appeal can make (a) a claimant's offer on such claim or appeal; or (b) a defendant's offer on the counterclaim or cross-appeal.

In any case the offeror should make plain whether the offer takes into account any adverse claim. For example, when making an offer on a claim, state whether it takes into account the counterclaim. Equally when making an offer on a counterclaim, state whether it takes into account the claim. [See rules 36.2(3), 20.2 & 20.3 in respect of counterclaims and other additional claims. See rules 36.2(3) and 36.4 in respect of cross-appeals.]
4. When this form is used to make a Part 36 offer in detailed costs assessment proceedings, the receiving party in the assessment should make a claimant's offer while the paying party should make a defendant's offer. [See rule 47.20.]
5. In summary, Part 36 provides that:
  - A party making a defendant's offer is offering something to settle their opponent's claim, counterclaim, additional claim, appeal, cross-appeal or costs assessment proceedings and to accept a liability to pay costs.
  - A party making a claimant's offer is offering to accept something to settle their own claim, counterclaim, additional claim, appeal, cross-appeal or costs assessment proceedings on terms that their opponent pays their costs.
6. Part 6 of the Civil Procedure Rules makes detailed provision for the service of court documents.

# NOTICE OF ACCEPTANCE

## NOTES:

1. This form is suitable for the simple acceptance of the offer.
2. Where an offer relates only to part of the proceedings and the offeree wishes to abandon the balance of the claim then this should be made clear when accepting the offer. [See rule 36.13(2).]
3. See rule 36.15 where the offer was made by one or more but not all of the defendants.

|  |
|--|
| <b>In the</b> (If proceedings have started)<br>{ MERGEFIELD<br>FW_CN_COURT_FW_CN_COURT_name }  |
| <b>Claim No.</b> (or other ref.)<br>{ MERGEFIELD<br>FW_CN_COURT_FW_CN_CT_CL_NO }   |
| <b>Name of Claimant</b> (including ref.)<br>{ MERGEFIELD LINKNAME_FORENAME_1 } {<br>MERGEFIELD<br>CLI1_ADD_INFO_FW_CLI1_MNAME } {<br>MERGEFIELD "LINKNAME_SURNAME_1" }   |
| <b>Name of Defendant</b> (including ref.)<br>{ IF { MERGEFIELD<br>FW_CN_DEF1_FW_CN_D1_TRUST_name } <><br>"" "{ MERGEFIELD<br>FW_CN_DEF1_FW_CN_D1_TRUST_name }" "{<br>MERGEFIELD<br>"FW_CN_DEF1_FW_CN_D1_FNAME" } {<br>MERGEFIELD<br>"FW_CN_DEF1_FW_CN_D1_SNAME" }" } |

To the Offeror/legal representative

|   |
|---|
| { MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION } |
|---|

Take notice that (insert name of party accepting the offer)

|              |
|--------------|
| { FORMTEXT } |
|--------------|

accepts this offer to settle pursuant to rule 36.11 of the Civil Procedure Rules 1998.

## Details of the party accepting the offer

|                                 |              |   |              |
|---------------------------------|--------------|---|--------------|
| Full name                       | { FORMTEXT } |   |              |
| Name of firm<br>(if applicable) | { FORMTEXT } |   |              |
| Signed                          |              | Position held<br>(If signing on behalf<br>of a firm or company) | { FORMTEXT } |

Date

|      |   |
|------|---|
| {    | { |
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Month

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Year

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# **N181 Directions Questionnaire**

# **Fast Track or Multi**

# Directions questionnaire (Fast track and Multi-track)

|   |  |
|---|--|
| <b>In the</b><br>{ MERGEFIELD<br>FW_CN_COURT_FW_CN_COURT_name } | <b>Claim No.</b><br>{ MERGEFIELD<br>FW_CN_COURT_FW_CN_CT_CL_NO } |
|---|--|

To be completed by, or on behalf of,

{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }

who is [1st][2nd][3rd]{ FORMTEXT }][Claimant][Defendant][Part 20 claimant] in this claim

You should note the date by which this questionnaire must be returned and the name of the court it should be returned to since this may be different from the court where the proceedings were issued.

If you have settled this claim (or if you settle it on a future date) and do not need to have it heard or tried, you must let the court know immediately.

If the claim is not settled, a judge will allocate it to an appropriate case management track. To help the judge choose the most just and cost-effective track, you must now complete the directions questionnaire.

You should write the claim number on any other documents you send with your directions questionnaire. Please ensure they are firmly attached to it.

## A Settlement

Under the Civil Procedure Rules parties should make every effort to settle their case before the hearing. This could be by discussion or negotiation (such as a roundtable meeting or settlement conference) or by a more formal process such as mediation. The court will want to know what steps have been taken. Settling the case early can save costs, including court hearing fees.

### For legal representatives only

I confirm that I have explained to my client the need to try to settle; the options available; and the possibility of costs sanctions if they refuse to { FORMCHECKBOX } I confirm try to settle.

### For all

Your answers to these questions may be considered by the court when it deals with the questions of costs: see Civil Procedure Rules Part 44.

1. Given that the rules require you to try to settle the claim before the hearing, do you want to attempt to settle at this stage? { FORMCHECKBOX } Yes { FORMCHECKBOX } No

2. If Yes, do you want a one month stay? { FORMCHECKBOX } Yes { FORMCHECKBOX } No

3. If you answered 'No' to question 1, please state below the reasons why you consider it inappropriate to try to settle the claim at this stage.

Reasons:

## Notes

The court may order a stay, whether or not all the other parties to the claim agree. Even if you are requesting a stay, you must still complete the rest of the questionnaire.

More information about mediation, the fees charged and a directory of mediation providers is available online from [www.civilmediation.justice.gov.uk](http://www.civilmediation.justice.gov.uk) This service provides members of the public and businesses with contact details for national civil and commercial mediation providers, all of whom are accredited by the Civil Mediation Council.

{ FORMTEXT }

**B Court**

**B1. (High Court only)**

The claim has been issued in the High Court. Do you consider it should remain there? { FORMCHECKBOX } No  
{ Yes { FORMCHECKBOX } No

If Yes, in which Division/List?

{ FORMTEXT }

If No, in which County Court hearing centre would you prefer the case to be heard?

{ FORMTEXT }

**B2. Trial (all cases)**

Is there any reason why your claim needs to be heard at a court or hearing centre? { FORMCHECKBOX } No  
{ Yes { FORMCHECKBOX } No

If Yes, say which court and why?

{ FORMTEXT }

**C Pre-action protocols**

You are expected to comply fully with the relevant pre-action protocol.

Have you done so? { FORMCHECKBOX } No  
{ Yes { FORMCHECKBOX } No

If you have not complied, or have only partially complied, please explain why.

{ FORMTEXT }

**D Case management information**

**D1. Applications**

Have you made any application(s) in this claim? { FORMCHECKBOX } No  
{ Yes { FORMCHECKBOX } No

If Yes, what for? (e.g. summary judgment, add another party).

{ FORMTEXT }

For hearing on

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|---|---|
| { | F | { | F | / | { | F | { | F | / | { | F | { | F |  | { | F |
|   | O |   | O |   |   | O |   | O |   |   | O |   | O |  |   | O |
|   | R |   | R |   |   | R |   | R |   |   | R |   | R |  |   | R |
|   | M |   | M |   |   | M |   | M |   |   | M |   | M |  |   | M |
|   | T |   | T |   |   | T |   | T |   |   | T |   | T |  |   | T |
|   | E |   | E |   |   | E |   | E |   |   | E |   | E |  |   | E |
|   | X |   | X |   |   | X |   | X |   |   | X |   | X |  |   | X |
|   | T |   | T |   |   | T |   | T |   |   | T |   | T |  |   | T |
|   | } |   | } |   |   | } |   | } |   |   | } |   | } |  |   | } |

**Notes**

High Court cases are usually heard at the Royal Courts of Justice or certain Civil Trial Centres. Fast or multi-track trials may be dealt with at a Civil Trial Centre or at the court where the claim is proceeding.

Before any claim is started, the court expects you to have complied with the relevant pre-action protocol, and to have exchanged information and documents relevant to the claim to assist in settling it. To find out which protocol is relevant to your claim see: [www.justice.gov.uk/guidance/courts-and-tribunals/courts/procedure-rules/civil/menus/protocol.htm](http://www.justice.gov.uk/guidance/courts-and-tribunals/courts/procedure-rules/civil/menus/protocol.htm)

**D1. Applications**

It is important for the court to know if you have already made any applications in the claim (or are about to issue one), what they are for and when they will be heard. The outcome of the applications may affect the case management directions the court gives.

If you have indicated in the proposed directions a track attached which would not be the normal track for the claim, please give brief reasons below for your choice.

{ FORMTEXT }

The basic guide by which claims are normally allocated to a track is the amount in dispute, although other factors such as the complexity of the case will also be considered. Leaflet EX305 – The Fast Track and the Multi-track, explains this in greater detail.

**D3. Disclosure of electronic documents (multi-track cases only)**

If you are proposing that the claim be allocated to the multi-track:

1. Have you reached agreement, either using the Electronic Documents  
} Yes { FORMCHECKBOX } No { FORMCHECKBOX }

Questionnaire in Practice Direction 31B or otherwise, about the scope  
and extent of disclosure of electronic documents on each side?

2. If No, is such agreement likely? { FORMCHECKBOX }  
} Yes { FORMCHECKBOX } No { FORMCHECKBOX }

3. If there is no agreement and no agreement is likely, what are  
the issues about disclosure of electronic documents which the  
court needs to address, and should they be dealt with at the Case  
Management Conference or at a separate hearing?

{ FORMTEXT }

**D4. Disclosure of non-electronic documents (all cases)**

What directions are proposed for disclosure?

{ FORMTEXT }

**For all multi-track cases, except personal injury.**

Have you filed and served a disclosure report (Form N263) { FORMCHECKBOX }

} Yes { FORMCHECKBOX } No  
(see Civil Procedure Rules Part 31).

Have you agreed a proposal in relation to disclosure that meets the  
} Yes { FORMCHECKBOX } No { FORMCHECKBOX }  
overriding objective?

If Yes, please ensure this is contained within the proposed directions  
attached and specify the draft order number.

{ FORMTEXT }

**E Experts**

Do you wish to use expert evidence at the trial or final hearing? { FORMCHECKBOX }  
Yes { FORMCHECKBOX } No { FORMCHECKBOX }

Have you already copied any experts' report(s) to the other party(ies)? { FORMCHECKBOX }  
None yet obtained { FORMCHECKBOX }  
Yes { FORMCHECKBOX } No { FORMCHECKBOX }

Do you consider the case suitable for a single joint expert in any field? { FORMCHECKBOX }  
Yes { FORMCHECKBOX } No { FORMCHECKBOX }

There is no presumption that expert evidence is  
necessary, or that each party will be entitled to  
their own expert(s). Therefore, the court requires  
a short explanation of your proposals with regard  
to expert evidence.

## E Experts (continued)

## Notes

Please list any single joint experts you propose to use and any other experts you wish to rely on. Identify single joint experts with the initials 'SJ' after their name(s). Please provide justification of your proposal and an estimate of costs.

| Expert's name   | Field of expertise (e.g. orthopaedic surgeon, surveyor, engineer)  | Justification for expert and estimate of costs                           |
|---|--|--|
| { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME1_CON_title" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME1_CON_forename" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME1_CON_surname" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME2_CON_title" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME2_CON_forename" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME2_CON_surname" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME3_CON_title" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME3_CON_forename" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME3_CON_surname" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME4_CON_title" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME4_CON_forename" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME4_CON_surname" } | { MERGEFIELD FW_CN_MED_EXP_FW_CN_ME1_SPEC }<br><br>{ MERGEFIELD FW_CN_MED_EXP_FW_CN_ME2_SPEC }<br><br>{ MERGEFIELD FW_CN_MED_EXP_FW_CN_ME3_SPEC }<br><br>{ MERGEFIELD FW_CN_MED_EXP_FW_CN_ME4_SPEC } | { FORMTEXT }<br><br>{ FORMTEXT }<br><br>{ FORMTEXT }<br><br>{ FORMTEXT } |

## F Witnesses

Which witnesses of fact do you intend to call at the trial or final hearing including, if appropriate, yourself?

| Witness name   | Witness to which facts |
|--|------------------------|
| { MERGEFIELD "FW_CN_WITNESS1_FWWIT1TITLE" } { MERGEFIELD "FW_CN_WITNESS1_FWWIT1FORENAME" } { MERGEFIELD "FW_CN_WITNESS1_FWWIT1SURNAME" } | { FORMTEXT }           |
| { MERGEFIELD "FW_CN_WITNESS2_FWWIT2TITLE" } { MERGEFIELD "FW_CN_WITNESS2_FWWIT2FORENAME" } { MERGEFIELD "FW_CN_WITNESS2_FWWIT2SURNAME" } | { FORMTEXT }           |
| { MERGEFIELD "FW_CN_WITNESS3_FWWIT3TITLE" } { MERGEFIELD "FW_CN_WITNESS3_FWWIT3FORENAME" } { MERGEFIELD "FW_CN_WITNESS3_FWWIT3SURNAME" } | { FORMTEXT }           |
| { MERGEFIELD "FW_CN_WITNESS4_FWWIT4TITLE" } { MERGEFIELD "FW_CN_WITNESS4_FWWIT4FORENAME" } { MERGEFIELD "FW_CN_WITNESS4_FWWIT4SURNAME" } | { FORMTEXT }           |

## G Trial or Final Hearing

How long do you estimate the trial or final hearing will take?

{ FORMCHECKBOX } less than one day

{ FORMCHECKBOX } one day

{ FORMCHECKBOX } more than one day

{ FORMTEXT } Hrs

{ FORMTEXT } State number of days

Give the best estimate you can of the time that the court will need to decide this case. If, later you have any reason to shorten or lengthen this estimate you should let the court know immediately.

You should only enter those dates when you, your expert(s) or essential witnesses will not be available to attend court because of holiday or other commitments

Are there any days within the next 12 months when you, an expert or an essential witness will not be able to attend court for trial or final hearing?

If Yes, please give details

|      |                     |
|------|---------------------|
| Name | Dates not available |
|------|---------------------|



|              |              |
|--------------|--------------|
| { FORMTEXT } | { FORMTEXT } |
| { FORMTEXT } | { FORMTEXT } |
| { FORMTEXT } | { FORMTEXT } |
| { FORMTEXT } | { FORMTEXT } |

You should notify the court immediately if any of these dates change.

**Do not complete this section if:**

- 1) you do not have a legal representative acting for you
- 2) the case is subject to fixed costs

If your claim is likely to be allocated to the Multi-Track form Precedent H must be filed at in accordance with CPR 3.13.

I confirm Precedent H is attached. { FORMCHECKBOX }

**I Other information**

Do you intend to make any applications in the future?

{ FORMCHECKBOX } Yes { FORMCHECKBOX } No

If Yes, what for?

{ FORMTEXT }

In the space below, set out any other information you consider will help the judge to manage the claim.

{ FORMTEXT }

You must attempt to agree proposed directions with all other parties. **Whether agreed or not a draft of the order for directions which you seek must accompany this form.**

All proposed directions for multi-track cases must be based on the directions at [www.justice.gov.uk/courts/procedure-rules/civil](http://www.justice.gov.uk/courts/procedure-rules/civil)

All proposed directions for fast track cases must be based on CPR Part 28.

## Signature

Date

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| } | } | } | } |

[Solicitor for the ] [1st] [2nd] [3rd] [ { FORMTEXT } ]  
 [Claimant] [Defendant] [Part 20 claimant]

Please enter your name, reference number and full postal address including details of telephone, DX, fax or e-mail

|   |               |  |
|---|---------------|--|
| { MERGEFIELD<br>CALCULATION_FEE_EARNER_DESCRIPTION }<br>{ MERGEFIELD<br>PRACTICEINFO_PRACTICE_NAME }<br>{ MERGEFIELD "PRACTICEINFO_HOUSE" }<br>{ MERGEFIELD "PRACTICEINFO_AREA" }<br>{ MERGEFIELD<br>"PRACTICEINFO_POSTAL_TOWN" }<br>{ MERGEFIELD "PRACTICEINFO_COUNTY" }<br><br>Postcode { MERGEFIELD<br>PRACTICEINFO_POSTCODE } | If applicable |  |
|   | Telephone no. | { IF { MERGEFIELD<br>CALCULATION_FEE_EARNER_PHONE } = "" "{<br>MERGEFIELD PRACTICEINFO_PHONE_NO }" "{<br>MERGEFIELD CALCULATION_FEE_EARNER_PHONE<br>}" } |
|   | Fax no.       | { MERGEFIELD PRACTICEINFO_FAX_NO }   |
|   | DX no.        | { MERGEFIELD PRACTICEINFO_DX_NO }  |
|   | Your ref.     | { MERGEFIELD "MATTER_FEE_EARNER_ID" } {<br>MERGEFIELD "client_no" } { MERGEFIELD "matter_no"<br>}  |

|       |   |
|-------|---|
| Email | { MERGEFIELD CALCULATION_FEE_EARNER_EMAIL } |
|-------|---|

# Continuation Sheet

|  |   |
|--|---|
| In the<br>{ MERGEFIELD<br>FW_CN_COURT_FW_CN_COURT_name } | Claim No.<br>{ MERGEFIELD<br>FW_CN_COURT_FW_CN_CT_CL_NO } |
|--|---|

| Witness name   | Witness to which facts |
|--|------------------------|
| { MERGEFIELD "FW_CN_WITNESS5_FWWIT5TITLE" } {<br>MERGEFIELD "FW_CN_WITNESS5_FWWIT5FORENAME" } {<br>MERGEFIELD "FW_CN_WITNESS5_FWWIT5SURNAME" } | { FORMTEXT }           |
| { MERGEFIELD "FW_CN_WITNESS6_FWWIT6TITLE" } {<br>MERGEFIELD "FW_CN_WITNESS6_FWWIT6FORENAME" } {<br>MERGEFIELD "FW_CN_WITNESS6_FWWIT6SURNAME" } | { FORMTEXT }           |

# **N180 Directions Questionnaire**

# **Small Claims Track**

# Directions questionnaire (Small Claims Track)

In the  
{ MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name }

Claim No.  
{ MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

To be completed by, or on behalf of,

{ MERGEFIELD  
LINKNAME\_FORENAME\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1  
}

who is [1st][2nd][3rd]{ FORMTEXT  
}[Claimant][Defendant][Part 20 claimant] in this claim

You should note the date by which this questionnaire must be returned and the name of the court it should be returned to since this may be different from the court where the proceedings were issued.

If you have settled this claim (or if you settle it on a future date) and do not need to have it heard or tried, you must let the court know immediately.

## A Settlement/Mediation

Under the Civil Procedure Rules parties should make every effort to settle their case. At this stage you should still think about whether you and the other party(ies) can settle your dispute without going to a hearing.

You may seek to settle the claim either by direct discussion or negotiation with the other party or by mediation. If settlement is reached parties may enter into a binding agreement which can be enforced if the terms of the agreement were to be breached.

Mediation is a way of resolving disputes without a court hearing, where the parties are assisted in resolving their dispute with the help of an impartial mediator. If the claim is settled at this stage the parties can avoid further court fees, costs and time involved in preparing and attending a hearing.

You may use any mediation provider. However, HMCTS provide a free confidential Small Claims Mediation Service which is available to parties in most small claims cases which are for less than £10,000.

Mediation is usually carried out by telephone in one hour time limited appointments convenient to the parties and is quicker than waiting for a court hearing before a judge. There is no obligation to use the Small Claims Mediation Service nor are you required to settle if you do. If you are unable to reach agreement with the other party at mediation, the claim will proceed to a small claims hearing before a judge.

You can get more information about mediation from [www.gov.uk](http://www.gov.uk)

If all parties agree, this case will be referred to the Small Claims Mediation Service. In any event the court may order the service to contact you to explore mediation.

**A1** Do you agree to this case being referred to the Small Claims Mediation Service? { FORMCHECKBOX } Yes { FORMCHECKBOX } No

Please give your contact details below – If all parties agree to mediation your details will be passed to the small claims mediation team who will contact you to arrange an appointment.

**You must complete the remainder of the form regardless of your answer to A1**

## B Your contact details

Your full name

{ MERGEFIELD  
CALCULATION\_FEE\_EARNER\_DESCRIPTION }

Address for Service

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE" }  
{ MERGEFIELD "PRACTICEINFO\_AREA" }  
{ MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" }  
{ MERGEFIELD "PRACTICEINFO\_COUNTY" }  
{ MERGEFIELD "PRACTICEINFO\_POSTCODE" }

Telephone number

{ IF {

Mobile

{ FORMTEXT }

## Notes

It is essential that you provide this information, particularly if you have requested mediation. Staff will contact you within office hours (9am - 5pm).

MERGEFIELD  
CALCULATION\_F  
EE\_EARNER\_PH  
ONE }= "" "{  
MERGEFIELD  
PRACTICEINFO\_  
PHONE\_NO }" "{  
MERGEFIELD  
CALCULATION\_F  
EE\_EARNER\_PH  
ONE }" }

Email

{ MERGEFIELD  
CALCULATION\_FEE\_EARNER\_EMAIL }



## C Track

- C1** Do you agree that the small claims track is the appropriate {  
FORMCHECKBOX } Yes { FORMCHECKBOX } No  
track for this case?

If No, say why not and state the track to which you believe it should  
be allocated

{ FORMTEXT }

## D About the hearing

### Hearing venue

- D1** At which county court would you prefer the small claims hearing to take place  
and why?

{ FORMTEXT }

### Expert evidence

- D2** Are you asking for the court's permission to use the written {  
FORMCHECKBOX } Yes { FORMCHECKBOX } No  
evidence of an expert?

If Yes, state why and give the name of the expert (if known) and the area of  
expertise and the likely cost if appointed.

{ FORMTEXT }

### Witnesses

- D3** How many witnesses, including yourself, will give  
evidence on your behalf at the hearing?

{ FORMTEXT }

### Hearing

- D4** Are there any days within the next six months when you,  
an expert or a witness will not be able to attend court for  
the hearing?

{  
FORMCHECKBO  
X } Yes {  
FORMCHECKBO  
X } No

If Yes, please give details

|                         | Dates <b>not</b> available |
|-------------------------|----------------------------|
| Yourself                | { FORMTEXT }               |
| Expert                  | { FORMTEXT }               |
| Other essential witness | { FORMTEXT }               |

Will you be using an interpreter at the hearing either for  
yourself or for a witness?

{  
FORMCHECKBO  
X } Yes {  
FORMCHECKBO  
X } No

If Yes, please specify the type of interpreter

{ FORMTEXT }

## Notes

### Track

The small claims track – generally for lower value and less complex claims with a value under £10,000. You can get more information by reading leaflet EX306 'The small claims track in civil courts'. You can get this leaflet online from [hmctsformfinder.justice.gov.uk](http://hmctsformfinder.justice.gov.uk)

### Location

If your claim is a designated money claim the case will usually be transferred to the claimants preferred court or the defendants home court as appropriate. However, there is no guarantee of transfer to this court. For further information see CPR Parts 3, 12, 13, 14 and 26.

### Expert evidence

The court must grant you permission to use an expert witness. Your notice of allocation will tell you if permission has been granted. Please note the upper limit for experts' fees that can be recovered is £750. You can get more information by reading leaflet EX306 'The small claims track in civil courts'. You can get this leaflet online from [hmctsformfinder.justice.gov.uk](http://hmctsformfinder.justice.gov.uk)

### Witnesses

Witnesses may be asked to give evidence by either party. The court needs to have notice that you intend to call a witness. Witness expenses for travel accommodation and loss of earning should be met by the party requesting their attendance. You can get more information by reading EX342 'Coming to a court hearing'. You can get this leaflet online from [hmctsformfinder.justice.gov.uk](http://hmctsformfinder.justice.gov.uk)

### Hearing

Dates to avoid: You should enter those dates where you, your expert or an essential witness will not be able to attend court because of a holiday or other commitments.

**Interpreters:** In some circumstances the court will arrange for, and meet the cost of an interpreter. If you require an interpreter, you should contact the court immediately. Further details visit our website [www.justice.gov.uk](http://www.justice.gov.uk) under 'guidance'.

## Signature

You must sign this form

[Solicitor for the ][[1st][2nd][3rd][~~( FORMTEXT )~~]

[Claimant][Defendant][~~Part 20 claimant~~]

---

**Once you have completed this form please return it to the court with the fee to the address shown on the form N149A, notice of proposed allocation to Small Claims Track**



# **N235 Certificate of Suitability of**

# **Litigation Frie**

# Certificate of suitability of litigation friend

If you are acting

- for a child, you must serve a copy of the completed form on parent or guardian of the child, or if there is no parent or guardian, the carer or the person with whom the child lives
- for a protected party, you must serve a copy of the completed form on one of the following persons with authority in relation to the protected party as: (1) the attorney under a registered enduring power of attorney (2) the donee of the lasting power of attorney; (3) the deputy appointed by the Court of Protection; or if there is no such person, an adult with whom the protected party resides or in whose care the protected party is. You must also complete a certificate of service (obtainable from the court office) You should send the completed form to the court with the claim form (if acting for the claimant) or when you take the first step on the defendant's behalf in the claim together with the certificate of service (if applicable).

You should send the completed form to the court with the claim form (if acting for the claimant) or when you take the first step on the defendant's behalf in the claim together with the certificate of service (if applicable).

|  |   |
|--|---|
| Name of court<br>{ MERGEFIELD FW_CN_COURT_FW_CN_COURT_name } |   |
| Claim No.  | { MERGEFIELD FW_CN_COURT_FW_CN_CT_CL_NO }   |
| Claimant<br>(including ref.)                                 | { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } { MERGEFIELD "MATTER_FEE_EARNER_ID" } { MERGEFIELD "client_no" } { MERGEFIELD "matter_no" }  |
| Defendant<br>(including ref.)                                | { IF { MERGEFIELD FW_CN_DEF1_FW_CN_D1_TRUST_name } <> "" "{ MERGEFIELD FW_CN_DEF1_FW_CN_D1_TRUST_name }" "{ MERGEFIELD "FW_CN_DEF1_FW_CN_D1_FNAME" } { MERGEFIELD "FW_CN_DEF1_FW_CN_D1_SNAME" }" } { MERGEFIELD FW_CN_D_SOL_INS_FW_CN_D1_SOL_RF } |

You do not need to complete this form if you are a deputy appointed by the Court of Protection with power to conduct proceedings on behalf of the protected party.

I consent to act as litigation friend for { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
(claimant)(~~defendant~~)

I believe that the above named person is a

{ FORMCHECKBOX } child { FORMCHECKBOX } protected party (give your reasons overleaf and attach a copy of any medical evidence in support)

I am able to conduct proceedings on behalf of the above named person competently and fairly and I have no interests adverse to those of the above named person.

\* delete if you are acting for the defendant

\*I undertake to pay any costs which the above named claimant may be ordered to pay in these proceedings subject to any right I may have to be repaid from the assets of the claimant.

Please write your name in capital letters

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLES } = "Mr" ☒ ☐ } Mr { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLES } = "Mrs" ☒ ☐ } Mrs { IF { MERGEFIELD

Surname { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }

Forenames { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_FNAME }

FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TI  
TLE }= "Miss" ☒ ☐ } Miss

{IF { MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TI  
TLE }= "Ms" ☒ ☐ } Ms {  
FORMCHECKBOX } Other {  
FORMTEXT }

Address to which documents in this case  
are to be sent.

{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_AD  
D }

I certify that the information given in this form is correct

Signed \_\_\_\_\_

Date { FORMTEXT }

|              |  |
|--------------|--|
| Claim<br>No. | { MERGEFIELD<br>FW_CN_COURT_FW_CN_CT_CL_NO }<br>FORMTEXT } |
|--------------|--|

My reasons for believing that the (claimant)(defendant) is a protected party are:-

{ FORMTEXT }



# **N170 Listing Questionnaire**

# Listing questionnaire (Pre-trial checklist)

To be completed by, or on behalf of,

{ MERGEFIELD  
"LINKNAME\_FORENAME\_1" } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }

who is [1st][2nd][3rd]{ FORMTEXT  
}][Claimant][Defendant]  
[Part 20 claimant][Part 20 defendant] in this claim

|   |  |
|---|--|
| Name of court<br>{ MERGEFIELD<br>FW_CN_COURT_FW_CN_COURT_name } |  |
| Claim No.   | { MERGEFIELD<br>FW_CN_COURT_FW_CN_CT_CL_NO }     |
| Last date for filing with court office                          | { MERGEFIELD<br>FW_CN_CT_PRO_D1_FW_CN_D1_PTC_D } |
| Date(s) fixed for trial or trial period                         | { FORMTEXT }                                     |

This form must be completed and returned to the court no later than the date given above. If not, your statement of case may be struck out or some other sanction imposed.

If the claim has settled, or settles before the trial date, you must let the court know immediately.

Legal representatives only: If no costs management order has been made. You must attach estimates of costs incurred to date, and of your likely overall costs. In substantial cases, these should be provided in compliance with CPR.

For multi-track claims only, you must also attach a proposed timetable for the trial itself.

## A Confirmation of compliance with directions

1. I confirm that I have complied with those directions already given which require action by me.

{ FORMCHECKBOX }

Yes { FORMCHECKBOX } No

If you are unable to give confirmation, state which directions you have still to comply with and the date by which this will be done.

| Directions   | Date         |
|--------------|--------------|
| { FORMTEXT } | { FORMTEXT } |

2. I believe that additional directions are necessary before the trial takes place.

{ FORMCHECKBOX }

Yes { FORMCHECKBOX } No

If Yes, you should attach an application and a draft order.

*Include in your application all directions needed to enable the claim **to be tried on the date, or within the trial period, already fixed.** These should include any issues relating to experts and their evidence, and any orders needed in respect of directions still requiring action by any other party.*

3. Have you agreed the additional directions you are seeking with the

other party(ies)?  
Yes { FORMCHECKBOX } No

{ FORMCHECKBOX }

## B Witnesses

1. How many witnesses (including yourself ) will be giving evidence on your behalf at the trial? *(Do not include experts - see Section C)*

{  
FORMTE  
XT }

Continued over ↓

## Witnesses continued

- 2 If the trial date is not yet fixed, are there any days within the trial period you or your witnesses would wish to avoid if possible? (Do not include experts - see Section C)

Please give details

| Name of witness  | Dates to be avoided, if possible | Reason       |
|--|----------------------------------|--------------|
| { MERGEFIELD "FW_CN_WITNESS1_FWWIT1FORENAME" } { MERGEFIELD "FW_CN_WITNESS1_FWWIT1SURNAME" } | { FORMTEXT }                     | { FORMTEXT } |
| { MERGEFIELD "FW_CN_WITNESS2_FWWIT2FORENAME" } { MERGEFIELD "FW_CN_WITNESS2_FWWIT2SURNAME" } | { FORMTEXT }                     | { FORMTEXT } |
| { MERGEFIELD "FW_CN_WITNESS3_FWWIT3FORENAME" } { MERGEFIELD "FW_CN_WITNESS3_FWWIT3SURNAME" } | { FORMTEXT }                     | { FORMTEXT } |
| { MERGEFIELD "FW_CN_WITNESS4_FWWIT4FORENAME" } { MERGEFIELD "FW_CN_WITNESS4_FWWIT4SURNAME" } | { FORMTEXT }                     | { FORMTEXT } |

Please specify any special facilities or arrangements needed at court for the party or any witness (e.g. witness with a disability).

{ FORMTEXT }

- 3 Will you be providing an interpreter for any of your witnesses? { FORMCHECKBOX }  
 . Yes { FORMCHECKBOX } No

## C Experts

You are reminded that you may not use an expert's report or have your expert give oral evidence unless the court has given permission. If you do not have permission, you must make an application (see section A2 above)

- 1 Please give the information requested for your expert(s)

| Name  | Field of expertise                          | Joint expert?                         | Is report agreed?                     | Has permission been given for oral evidence? |
|---|---|---------------------------------------|---------------------------------------|--|
| { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME1_CON_title" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME1_CON_forename" } { MERGEFIELD "FW_CN_MED_EXP_FW_CN_ME1_CON_surname" } | { MERGEFIELD FW_CN_MED_EXP_FW_CN_ME1_SPEC } | { FORMCHECKBOX } Yes { FORMCHECKBOX } | { FORMCHECKBOX } Yes { FORMCHECKBOX } | { FORMCHECKBOX } Yes { FORMCHECKBOX } No     |

|  |  |   |   |   |
|--|--|---|---|---|
|  |  | MCH<br>ECK<br>BOX<br>} No   | MCH<br>ECK<br>BOX<br>} No   |   |
| { MERGEFIELD<br>"FW_CN_MED_EXP_FW_CN_ME2_CO<br>N_title" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW_CN_ME2_CO<br>N_forename" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW_CN_ME2_CO<br>N_surname" } | { MERGEFIELD<br>FW_CN_MED_EXP_FW_CN_ME<br>2_SPEC } | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} Yes<br>{<br>FOR<br>MCH<br>ECK<br>BOX<br>} No | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} Yes<br>{<br>FOR<br>MCH<br>ECK<br>BOX<br>} No | {<br>FORMC<br>HECKB<br>OX }<br>Yes {<br>FORMC<br>HECKB<br>OX } No |
| { MERGEFIELD<br>"FW_CN_MED_EXP_FW_CN_ME3_CO<br>N_title" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW_CN_ME3_CO<br>N_forename" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW_CN_ME3_CO<br>N_surname" } | { MERGEFIELD<br>FW_CN_MED_EXP_FW_CN_ME<br>3_SPEC } | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} Yes<br>{<br>FOR<br>MCH<br>ECK<br>BOX<br>} No | {<br>FOR<br>MCH<br>ECK<br>BOX<br>} Yes<br>{<br>FOR<br>MCH<br>ECK<br>BOX<br>} No | {<br>FORMC<br>HECKB<br>OX }<br>Yes {<br>FORMC<br>HECKB<br>OX } No |

- 2 Has there been discussion between experts? { FORMCHECKBOX }
- . Yes { FORMCHECKBOX } No
- 3 Have the experts signed a joint statement? { FORMCHECKBOX }
- . Yes { FORMCHECKBOX } No
- 4 If your expert is giving oral evidence and the trial date is not { FORMCHECKBOX }
- . Yes { FORMCHECKBOX } No
- yet fixed, is there any day within the trial period which the expert would wish to avoid, if possible?

If Yes, please give details

| Name   | Dates to be avoided, if possible | Reason       |
|--|----------------------------------|--------------|
| { IF { MERGEFIELD<br>FW_CN_MED_EXP_FW<br>_CN_ME1_CON_surname<br>}= "" { MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME1_ORG_name"<br>} " { MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME1_CON_forenam<br>e" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME1_CON_surname<br>" } } | { FORMTEXT }                     | { FORMTEXT } |
| { IF { MERGEFIELD  | { FORMTEXT }                     | { FORMTEXT } |

|  |              |              |
|--|--------------|--------------|
| FW_CN_MED_EXP_FW<br>_CN_ME2_CON_surname<br>}= "" "{ MERGEFIELD<br>FW_CN_MED_EXP_FW<br>_CN_ME2_ORG_name }"<br>"{ MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME2_CON_forenam<br>e" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME2_CON_surname<br>" }" }                      |              |              |
| { IF { MERGEFIELD<br>FW_CN_MED_EXP_FW<br>_CN_ME3_CON_surname<br>}= "" "{ MERGEFIELD<br>FW_CN_MED_EXP_FW<br>_CN_ME3_ORG_name }"<br>"{ MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME3_CON_forenam<br>e" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME3_CON_surname<br>" }" } | { FORMTEXT } | { FORMTEXT } |
| { IF { MERGEFIELD<br>FW_CN_MED_EXP_FW<br>_CN_ME4_CON_surname<br>}= "" "{ MERGEFIELD<br>FW_CN_MED_EXP_FW<br>_CN_ME4_ORG_name }"<br>"{ MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME4_CON_forenam<br>e" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW<br>_CN_ME4_CON_surname<br>" }" } | { FORMTEXT } | { FORMTEXT } |

## D Legal representation

1. Who will be presenting your case at the trial? {  
FORMCHECKBOX } You { FORMCHECKBOX } Solicitor { FORMCHECKBOX } Counsel
2. If the trial date is not yet fixed, is there any day within the trial {  
FORMCHECKBOX } Yes { FORMCHECKBOX } No  
period that the person presenting your case would wish to avoid,  
if possible?

If Yes, please give details

| Name         | Dates to be avoided, if possible | Reason       |
|--------------|----------------------------------|--------------|
| { FORMTEXT } | { FORMTEXT }                     | { FORMTEXT } |

## E The trial

1. Has the estimate of the time needed for trial changed? {  
FORMCHECKBOX } Yes { FORMCHECKBOX } No  
  
If Yes, say how long you estimate the whole trial will { FORMTEXT } days {  
take, FORMTEXT } hours {  
including both parties' cross-examination and closing FORMTEXT } minutes  
arguments
2. If different from original estimate have you agreed with the other {  
FORMCHECKBOX } Yes { FORMCHECKBOX } No  
party(ies) that this is now the total time needed?
3. Is the timetable for trial you have attached agreed with the {  
FORMCHECKBOX } Yes { FORMCHECKBOX } No  
other party(ies)?

### Fast track cases only

The court will normally give you 3 weeks notice of the date fixed for a fast track trial unless, in exceptional circumstances, the court directs that shorter notice will be given.

Would you be prepared to accept shorter notice of the date { FORMCHECKBOX }  
Yes { FORMCHECKBOX } No  
fixed for trial?

## F Document and fee checklist

*Tick as appropriate*

I attach to this questionnaire –

{ FORMCHECKBOX } An application and fee for additional directions

{ FORMCHECKBOX } A proposed timetable for trial

{ FORMCHECKBOX } A draft order {

FORMCHECKBOX } An estimate of costs

{ FORMCHECKBOX } Listing fee or quote your Fee Account no. { FORMTEXT }

Signature

Your name and full postal address

[Legal Representative for the  
[1st][2nd][3rd]]{ FORMTEXT }  
[Claimant][Defendant][Part 20  
claimant]

Date

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| { | { |   |   |   |   |
| F | F | F | F | F | F |
| O | O | O | O | O | O |
| R | R | R | R | R | R |
| M | M | M | M | M | M |
| T | T | T | T | T | T |
| E | E | E | E | E | E |
| X | X | X | X | X | X |
| T | T | T | T | T | T |
| } | } | } | } | } | } |

{ MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" }  
{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE" }  
{ MERGEFIELD "PRACTICEINFO\_AREA" }  
{ MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" }  
{ MERGEFIELD "PRACTICEINFO\_COUNTY" }

Postcode { MERGEFIELD  
PRACTICEINFO\_POSTCODE }

If applicable

|                          |   |
|--------------------------|---|
| Tele<br>pho<br>ne<br>no. | { MERGEFIELD<br>PRACTICEINFO_PHON<br>E_NO }   |
| Fax<br>no.               | { MERGEFIELD<br>PRACTICEINFO_FAX_N<br>O }   |
| DX<br>no.                | { MERGEFIELD<br>PRACTICEINFO_DX_NO<br>}   |
| Your<br>ref.             | { MERGEFIELD<br>"MATTER_FEE_EARNE<br>R_ID" }{ MERGEFIELD<br>"client_no" }{<br>MERGEFIELD<br>"matter_no" } |

|       |   |
|-------|---|
| Email | { MERGEFIELD CALCULATION_FEE_EARNER_EMAIL } |
|-------|---|





# Continuation

To be completed by, or on behalf of,

{ MERGEFIELD "LINKNAME\_FORENAME\_1"  
}{ MERGEFIELD "LINKNAME\_SURNAME\_1"  
}

who is [1st][2nd][3rd]{ FORMTEXT  
}[Claimant][Defendant]  
[Part 20 claimant][Part 20 defendant] in this claim

|   |  |
|---|--|
| Name of court<br>{ MERGEFIELD<br>FW_CN_COURT_FW_CN_COURT_name } |  |
| Claim No.   | { MERGEFIELD<br>FW_CN_COURT_FW_CN_CT_CL_NO }     |
| Last date for filing with court office                          | { MERGEFIELD<br>FW_CN_CT_PRO_D1_FW_CN_D1_PTC_D } |
| Date(s) fixed for trial or trial period                         | { FORMTEXT }                                     |

2. If the trial date is not yet fixed, are there any days within the trial period you or your witnesses would wish to avoid if possible? (Do not include experts - see Section C)

Please give details

| Name of witness  | Dates to be avoided, if possible | Reason       |
|--|----------------------------------|--------------|
| { MERGEFIELD<br>"FW_CN_WITNESS5_FWWIT5FORENAME"<br>}{ MERGEFIELD<br>"FW_CN_WITNESS5_FWWIT5SURNAME" } | { FORMTEXT }                     | { FORMTEXT } |
| { MERGEFIELD<br>"FW_CN_WITNESS6_FWWIT6FORENAME"<br>}{ MERGEFIELD<br>"FW_CN_WITNESS6_FWWIT6SURNAME" } | { FORMTEXT }                     | { FORMTEXT } |

## C Experts

*You are reminded that you may not use an expert's report or have your expert give oral evidence unless the court has given permission. If you do not have permission, you must make an application (see section A2 above)*

- 1 Please give the information requested for your expert(s)

| Name  | Field of expertise                                 | Joint expert?              | Is report agreed?          | Has permission been given for oral evidence? |
|---|--|----------------------------|----------------------------|--|
| { MERGEFIELD<br>"FW_CN_MED_EXP_FW_CN_ME4_CO<br>N_title" } { MERGEFIELD<br>"FW_CN_MED_EXP_FW_CN_ME4_CO<br>N_forename" } { MERGEFIELD | { MERGEFIELD<br>FW_CN_MED_EXP_FW_CN_ME<br>4_SPEC } | { FOR<br>MCH<br>ECK<br>BOX | { FOR<br>MCH<br>ECK<br>BOX | { FORMC<br>HECKB<br>OX }<br>Yes {            |

|   |  |  |  |                           |
|---|--|--|--|---------------------------|
| "FW_CN_MED_EXP_FW_CN_ME4_CO<br>N_surname" } |  | } Yes<br>{<br>FOR<br>MCH<br>ECK<br>BOX<br>} No | } Yes<br>{<br>FOR<br>MCH<br>ECK<br>BOX<br>} No | FORMC<br>HECKB<br>OX } No |
|---|--|--|--|---------------------------|

# **Letter to NHS Resolution with**

**Copy LoN**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

Your Ref: { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_REF }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_initials } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname \f" "  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_ORG\_name }  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_ORG\_address }

Dear { IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname } = "" "Sirs"  
"{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname }"

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }

Please find attached copy letter of notification in relation to a potential clinical negligence  
claim arising out of the circumstances of { MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 } treatment when { IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was admitted to {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } under the care of { IF {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }.

Do not hesitate to contact me if you require any further information.

{ IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname } = "" "Yours  
Faithfully" "Yours Sincerely" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}



# **N1 Claim Form**





# Claim Form

|   |  |              |   |   |   |  |  |  |  |
|---|--|--------------|---|---|---|--|--|--|--|
| In the<br>{ MERGEFIELD FW_CN_COURT_FW_CN_COURT_name }<br>FORMTEXT } |  |              |   |   |   |  |  |  |  |
| Fee Account no.   |  | { FORMTEXT } |   |   |   |  |  |  |  |
| Help with Fees -<br>Ref no. (if applicable)                         |  | H            | W | F | - | {<br>F<br>O<br>R<br>M<br>T<br>E<br>X<br>T<br>} | {<br>F<br>O<br>R<br>M<br>T<br>E<br>X<br>T<br>} | {<br>F<br>O<br>R<br>M<br>T<br>E<br>X<br>T<br>} | {<br>F<br>O<br>R<br>M<br>T<br>E<br>X<br>T<br>} |

You may be able to issue your claim online which may save time and money. Go to [www.moneyclaim.gov.uk](http://www.moneyclaim.gov.uk) to find out more.

|                    |  |
|--------------------|--|
| For court use only |  |
| Claim No.          | { MERGEFIELD<br>FW_CN_COURT_FW_CN_CT_CL_NO } |
| Issue date         | { FORMTEXT }                                 |

Claimant(s) name(s) and address(es) including postcode

{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD  
"LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" }  
{ MERGEFIELD CALCULATION\_ADDRESS }



Defendant(s) name and address(es) including postcode

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME"}" }  
{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }= "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_ADD }" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_address }" }

Brief details of claim

{ FORMTEXT }

Value

{ FORMTEXT }

You must indicate your preferred court for hearings here (see notes for guidance)

{ FORMTEXT }

Defendant's  
name and  
address for  
service including  
postcode

```
{ IF { MERGEFIELD
FW_CN_DEF1_FW_CN_D1_TRU
ST_name } <> "" "{ MERGEFIELD
FW_CN_DEF1_FW_CN_D1_TRU
ST_name }" "{ MERGEFIELD
"FW_CN_DEF1_FW_CN_D1_FNA
ME" } { MERGEFIELD
"FW_CN_DEF1_FW_CN_D1_SNA
ME"}" }
{ IF { MERGEFIELD
FW_CN_DEF1_FW_CN_D1_TRU
ST_name }= "" "{ MERGEFIELD
FW_CN_DEF1_FW_CN_D1_ADD
}" "{ MERGEFIELD
FW_CN_DEF1_FW_CN_D1_TRU
ST_address }" }
```

£

|                              |              |
|------------------------------|--------------|
| Amount claimed               | { FORMTEXT } |
| Court fee                    | { FORMTEXT } |
| Legal representative's costs | { FORMTEXT } |
| Total amount                 | { FORMTEXT } |

For further details of the courts [www.gov.uk/find-court-tribunal](http://www.gov.uk/find-court-tribunal).  
When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

|                 |  |
|-----------------|--|
| <b>Claim No</b> | { MERGEFIELD<br>FW_CN_COURT_FW_CN_CT_CL_NO } |
|-----------------|--|

Does, or will, your claim include any issues under the Human Rights Act 1998? { FORMCHECKBOX }  
Yes { FORMCHECKBOX } No

Particulars of Claim { IF { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_POC } = "Yes" "To follow" "Attached" }  
{ FORMTEXT }

## Statement of Truth

I understand that proceedings for contempt of Court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

{ FORMCHECKBOX } I believe that the facts stated in this particulars of claim are true.

{ FORMCHECKBOX } The Claimant believes that the facts stated these particulars of claim are true. I am authorised by the claimant to sign this statement.

### Signature

{ FORMCHECKBOX } Claimant

{ FORMCHECKBOX } Litigation friend (where judgment creditor is a child or a patient)

{ FORMCHECKBOX } Claimant's legal representative (as defined by CPR 2.3(1))

### Date

Day

{ FORM  
TEXT }

Month

{ FORMT  
EXT }

Year

{ FORMT  
EXT }

Full name

{ MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" }

Name of claimant's legal representative's firm

{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }

If signing on behalf of firm or company give position or office held

{ MERGEFIELD "CALCULATION\_STATUS\_DESCRIPTION" }

Claimant's or claimant's legal representative's address to which documents should be sent.

Building and street

{ MERGEFIELD PRACTICEINFO\_HOUSE }

Second line of address

{ MERGEFIELD PRACTICEINFO\_AREA }

Town or city

{ MERGEFIELD  
PRACTICEINFO\_POSTAL\_TOWN }

County (optional)

{ MERGEFIELD  
PRACTICEINFO\_COUNTY }

Postcode

{ MERGEFIELD  
PRACTICEINFO\_POSTCODE }

If applicable

Phone number

{ IF { MERGEFIELD  
CALCULATION\_FEE\_EARNE  
R\_PHONE }= "" "{  
MERGEFIELD  
PRACTICEINFO\_PHONE\_NO  
}" "{ MERGEFIELD  
CALCULATION\_FEE\_EARNE  
R\_PHONE }" }

Fax phone number

{ MERGEFIELD  
PRACTICEINFO\_FAX\_NO }

DX number

{ MERGEFIELD PRACTICEINFO\_DX\_NO }

Your ref.

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" }{  
MERGEFIELD "client\_no" }{ MERGEFIELD "matter\_no"  
}

Email

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_EMAIL }



## **Lit Friend - After 1st Meeting**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }

Dear { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }

**Re: { MERGEFIELD MATTER\_MATTER\_DESCRIPTION }**

Further to the above, I have enclosed with this letter some information about my firm. This also sets out how we would investigate such a claim and the tests involved in the law for establishing whether or not there has been negligence.

From the brief discussion that we had, I do believe that you are justified in making enquiries to see whether or not there has been substandard treatment (liability) and to establish how { MERGEFIELD LINKNAME\_FORENAME\_1 } suffered as a result of that substandard treatment (causation). This is not to say that I am saying that you have a claim which will be successful, but on the information you have provided to me to date, I consider the treatment { MERGEFIELD LINKNAME\_FORENAME\_1 } received warrants further investigation.

In order to investigate the claim I may need to obtain copies of all medical records, including G.P. records. I may also need to obtain independent expert opinion to look at the problems that { MERGEFIELD LINKNAME\_FORENAME\_1 } has encountered as a result of any potential negligence. I may need to obtain further medical evidence to investigate the harm or damage that { MERGEFIELD LINKNAME\_FORENAME\_1 } has suffered.{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_COMP } = "No" "

I understand that you have not yet pursued the complaints procedure following the care you have been provided. Following the complaints procedure may provide you with some answers and will also assist if you are to proceed further with a potential claim. For more details abouts the NHS complaints procedure please visit { HYPERLINK "https://www.nhs.uk/using-the-nhs/about-the-nhs/how-to-complain-to-the-nhs/" }.}

Everyone who provides an NHS service in England must have their own complaints procedure. You can often find information in waiting rooms, at reception, on the service provider's website, or by asking a member of staff. Any complaint will need to set out a chronology of events, your reasons for the complaint and any questions you have. Try to keep any questions concise so that any response does not skirt around the main issues. Please ensure you keep a copy of any correspondence sent and received. Whilst a complaint can run alongside a legal claim, I would not recommend stating in the letter that you are considering legal advice, as my

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experience is that the letter of complaint will not be dealt with if you advise them of this. You should expect an acknowledgement and the offer of a discussion about the handling of your complaint within 3 working days of your complaint being received.

Unfortunately we cannot assist with the complaints process, but there is an organisation known as NHS Complaints Advocacy Service, an independent service, who should be able to help you to write a letter of complaint if you need assistance in doing so and they can provide you with free confidential help. For more information on this service visit { HYPERLINK "https://www.voiceability.org/about-advocacy/types-of-advocacy/nhs-complaints-advocacy" }. " " }

We did briefly discuss the various funding options available when bringing a legal claim. To discuss the case, there has been no charge to you. Please check whether you have any household, car, credit/debit card insurances that may have a legal protection attached to them (often referred to as Legal Expense Cover or **BTE - Before the Event insurance**). The policy ought to have been in place at the time of the alleged negligence. I therefore suggest that the starting point is for you to check through any insurance policies that you have to see whether or not you have any legal expense cover. Often they can exclude clinical negligence matters but I do feel it is worth checking this area. If you would like to discuss this further, I would be more than happy to do so.

The other option is that you might be eligible for Legal Aid. We talked briefly about this and if you do not have any Before the Event funding and if certain criteria apply, we may be able to secure Legal Aid funding.

Legal Aid is a twofold test, 1) on merits and 2) on your finances. Because of your finances, you should financially qualify. On the merits, I will need to prepare a statement to Legal Aid saying why I believe you should be granted Legal Aid to investigate { MERGEFIELD LINKNAME\_FORENAME\_1 }'s case.

If you are granted legal aid, then it is likely that a certificate will be awarded, which will enable me to take various steps, namely obtain { MERGEFIELD LINKNAME\_FORENAME\_1 }'s records, independent medical expert opinion and a Barrister's Advice thereafter. If we cannot prove that there has been negligence at that stage, Legal Aid will pay me, the Barrister and the experts involved. There is no charge to you. Likewise, if we could say that at the first stage it is likely that we could show there is negligence, we would proceed to the next stage and your legal aid would be limited further. The financial limit, which initially would be approximately £7500 - 10000 would probably be increased. If we get to the next stage, and again we cannot prove negligence or we cannot succeed against the other parties, if we become involved in Court proceedings, again Legal Aid will pay me the Barrister, the experts involved.

If { MERGEFIELD LINKNAME\_FORENAME\_1 } has the benefit of legal aid, the other side cannot ask that you pay their costs. This continues until the conclusion of the case. If you lose your case, then you are protected by Legal Aid. If you win, then you are granted an award of damages and this time, rather than Legal Aid paying me, the other side have to pay the costs. Providing all of the costs are paid, then you will be paid all of your damages. There is a legal aid 'statutory charge' and this is when there could be a shortfall in the amount of costs that are paid by the other side, for example, we had had a negative report, which was never disclosed to the other side. It rarely happens but it is there and I will advise you as the case progresses as to whether or not I think it is likely that the statutory charge will have to be used.

If { MERGEFIELD LINKNAME\_FORENAME\_1 } is legally aided I will write to you on a six monthly basis to tell you how much public money has been spent on the case. This is not a request for payment but is to tell you how much public money has been spent. It is a reminder to you that Legal Aid views the granting of the certificate to you as a very serious matter and that public money should not be wasted in any way.

I remind you of your duty to let legal aid know immediately if you obtain some capital and/or your work and your finances change. They can then reassess your eligibility and you may still qualify or you may qualify but have to pay a legal aid contribution.

I did discuss that Legal Aid may assess that you can pay a contribution towards the cost of your case. This is payable for the life of the case. If we cannot proceed or lose, you will lose the amount of money that you have paid to legal aid up until that point. In some very rare cases if you lost a court case, the defendants could ask that you pay to them the same amount that you have paid in legal aid contributions at that time. We are not obliged to tell the other side that you are paying contributions but if they ask, we have to tell them. If you win Legal aid will return the contributions to you, subject to any 'statutory charge'.

In some cases and scenarios, Legal Aid could be discharged, in which case Legal Aid would pay all of the costs but if they felt that you had been unreasonable or failed to disclose information to them within a reasonable period of time, they could revoke the certificate, which means that whilst they would still pay me, they may then seek recovery of whatever monies they pay out to us, from you. Again, this very, very rarely happens. If you win the case, then you would receive full reimbursement of the legal aid contributions, subject to any statutory charge.

I enclose the MEANS1 form for you to complete. This is the form which asks about your household finances. I also enclose two form L17's one for yourself and one for your partner to complete. These need to be passed to your employers as they need to give the information about your finances. Please return them to me in the stamped addressed envelope provided as soon as possible. I will also send you another Legal Aid form for signature shortly. This will be the form that sets out who the parties are and has a brief summary of what the case is about.

If the funding options discussed above are not available, we would need to consider if the matter is suitable for a '**No Win, No Fee**' agreement (Conditional Fee Agreement or CFA). This will mean that if we are not successful in your claim, we would waive our fees. Before proceeding with such an agreement, we must firstly ensure you do not have any **Before the Event insurance** and consider whether the case would be suitable for a 'no, win, no fee' agreement based on our assessment of the strengths of your case.

If the matter did go on to be funded by way of a 'no win, no fee' agreement, I can advise that if you were successful with a claim of this nature, you would be liable to pay for the following:

- Our base costs calculated by how much time we spend working on your matter based on our hourly rate as set out in the CFA. As a general rule you can expect to recover a portion of this from the defendant. There are factors that can affect the amount of base costs recoverable from the defendant, which we will advise you upon when such factors arise.
- A success fee would be payable from any damages that you receive. Again, this will be set out in the CFA. This is the fee to account for our risk of not being paid our base cost in the event you are not successful in your claim. You are liable for the success fee in full and cannot be recovered from the defendant.

- Any disbursements we pay out on your behalf such as court fees or medial expert fees. As a general rule you can expect to recover a portion of this from the defendant and you would be required to pay any shortfall in the amounts payable. There are again factors that can affect the value of disbursements recoverable from the defendant, which we will advise you upon when such factors arise.
- Any fee for a barrister instructed in your behalf. A barrister would normally also be instructed on a no win no fee basis and details of any such agreement would ne advised at the time. If a no win no fee arrangement cannot be agreed with a barrister, the fees would be treated the same as any other disbursement as detailed above.

If you were not successful with your claim, you would not be liable to pay our base costs or the success fee but you would be required to pay any disbursements, barrister costs and the defendants costs.

If the matter were to proceed via a CFA, we would also need to consider obtaining what is known as 'after the event' insurance (ATE) to provide you with further protection. This will cover the legal costs payable to the defendant in the event that the claimant's claim is unsuccessful. I will write to you separately regarding this if required.

I look forward to hearing from you further. Please ensure in the meantime that you keep safe any evidence- such as prescription, letter of complaint/response, medicine boxes etc. if you need to contact me please do not hesitate to do so.

Finally, I must remind you of the time limits applicable to claims for clinical negligence. The law requires all individuals who have sustained personal injuries as a result of another's acts/omissions to bring a claim (that is to issue Court proceedings) within three years of the date of the alleged negligence or three years from the date upon which they suspected/believed or ought reasonably have suspected/believed that they may have suffered as a result of another's acts/omissions. A failure to do so may result in them being prevented from bringing a claim about the matter in the future.

I look forward to hearing from you as to whether you do have 'Before the Event' insurance or whether you wish for us to consider matters under a CFA as above.{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_COMP } = "No" "Please can you also let me know whether you will be pursuing the NHS complaints procedure as discussed." "" }

Of course, should you have any difficulties or queries upon receipt of this letter, please do not hesitate to contact me.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }



**Letter to Court enc Pre Trial**

# Checklist

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_address }

Dear Sirs

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
**Claim No:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

Please find enclosed Pre-Trial Checklist in the above matter.

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

# **Letter to NHS Resolution with**



**Copy LoC**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

Your Ref: { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_REF }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_initials } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname \f" "  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_ORG\_name }  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_ORG\_address }

Dear { IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname } = "" "Sirs"  
"{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname }"

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }

Please find attached copy letter of claim in relation to a potential incident of clinical  
negligence arising out of the circumstances of { MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 } treatment when { IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was admitted to {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } under the care of { IF {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }".

Do not hesitate to contact me if you require any further information.

{ IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_RES\_CON\_surname } = "" "Yours  
Faithfully" "Yours Sincerely" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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# **Letter to Counsel Enclosing Brief**

**and Bundle**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_title } { MERGEFIELD  
FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_initials } { MERGEFIELD  
FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname }  
{ MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_ORG\_name }  
{ MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_ORG\_address }

Dear { IF { MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname } = "" "Sirs"  
"{ MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_title } { MERGEFIELD  
FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname }" }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
**Claim No:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

We have now received Notice that the above case has been listed for Trial on {  
MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_HEAR\_D \@ "d"\*ordinal} { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_HEAR\_D \@ "MMMM yyyy"} at { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_HEAR\_T }.

We enclose Brief to Counsel to represent the Claimant.

Kindly acknowledge safe receipt.

Yours { IF { MERGEFIELD FW\_CN\_COUNSEL\_FW\_CN\_COUN\_CON\_surname } = ""  
"Faithfully" "Sincerely" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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**Letter to Defendant 1 Enc Clients**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_ADD }" "The Chief Executive  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_address }" }

Dear { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "Sirs" }

**Our** { MERGEFIELD LINKNAME\_INITIALS\_1 } { MERGEFIELD  
**Client:** LINKNAME\_SURNAME\_1 }  
**National** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_NI }  
**Insurance**  
**Number:**

Further to our previous correspondence, please find above my client's national insurance number for the purpose of recoverable benefits.

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely" "  
Yours Faithfully" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

## **Letter to Client Enc Expert 3**

# **Authorities for Sig**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" }  
{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Further to previous correspondence, please find enclosed Form of Authority for the  
instruction of { IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname } <>  
"" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_forename } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_ORG\_name }" } as medical expert { IF { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname } = "" "s" "" }. Kindly sign and return the  
same to us.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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## **Letter to Client Enc Expert 2**

# **Authorities for Sig**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD  
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"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" }  
{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER\_MATTER\_DESCRIPTION }**

Further to previous correspondence, please find enclosed Form of Authority for the  
instruction of { IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname } <>  
"" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_forename } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_ORG\_name }" } as medical expert { IF { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname } = "" "s" "" }. Kindly sign and return the  
same to us.

Yours sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }**

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# **Letter to Client with Advice**

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MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

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"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD  
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"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" }  
{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Yours sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }**

# **Letter to Client Enc Expert 4**

# **Authorities for Sig**

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD  
"FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" }  
{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD  
FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Further to previous correspondence, please find enclosed Form of Authority for the  
instruction of { IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname } <>  
"" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_forename } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_ORG\_name }" } as medical expert { IF { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname } = "" "s" "" }. Kindly sign and return the  
same to us.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Letter of Notification Defendant 1**

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_ADD }" "The Chief Executive  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }  
{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_address }" }

Dear { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "Sirs" }

#### Letter of Notification

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }  
**NHS** { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_NUM }  
**Number:**

We have been instructed to act on behalf of { MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME" } { MERGEFIELD "LINKNAME\_SURNAME\_1" } in  
relation to treatment carried out/care provided at { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } by { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }  
" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_title" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_forename" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_surname" }" } on { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d"\*Ordinal } { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy"}.

The purpose of this letter is to notify you that, although we are not yet in a position to serve a formal Letter of Claim, our initial investigations indicate that a case as to breach of duty and/or causation has been identified. We therefore invite you to commence your own investigation and draw your attention to the fact that failure to do may be taken into account when considering the reasonableness of any subsequent application for an extension of time for the Letter of Response.

#### Defendant

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

We understand that you are the correct defendant in respect of treatment provided by { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }  
" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_title" } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_forename" } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_surname" }" } at { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } on { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d"\*Ordinal } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy"}. If you do not agree, please provide us with any information you have that may assist us to identify the correct defendant. Failure to do so may result in costs sanctions should proceedings be issued.

## **Summary of Facts and Alleged Adverse Outcome**

[Outline what is alleged to have happened and provide a chronology of events with details of relevant known treatment/care.]

## **Medical Records**

[Provide index of records obtained and request for further records/information if required.]

## **Allegations of Negligence**

[Brief outline of any alleged breach of duty and causal link with any damage suffered.]

## **Expert Evidence**

[State whether expert evidence has been obtained or is awaited and, if so, the relevant discipline.]

## **Damage**

[Brief outline of any injuries attributed to the alleged negligence and their functional impact.]

## **Funding**

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Legal Aid" "Our Client has the benefit of Public Funding." "" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "CFA" "We are acting for our client under a Conditional Fee Agreement entered in to after April 2013." "" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Private" "Our client is privately funded." "" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "BTE Insurance" "Our client is funded by a Before the Event Insurance policy obtained before/after April 2013" "" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Other" "[state method of funding and whether arrangement was entered into before or after April 2013]" "" }

## **Rehabilitation**

As a result of the allegedly negligent treatment, our client has injuries/needs that could be met by rehabilitation. We invite you to consider how this could be achieved.

## **Limitation**

For the purposes of limitation, we calculate that any proceedings will need to be issued on or



before { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_PRILIM \@ "d" \\*Ordinal } {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_PRILIM \@ "MMMM yyyy"}.

Please acknowledge this letter by { MERGEFIELD fssm\_TodayPlus14Days \@ "d" \\*Ordinal }  
{ MERGEFIELD fssm\_TodayPlus14Days \@ "MMMM yyyy" } and confirm to whom any  
Letter of Claim should be sent. We enclose a duplicate of the letter for your insurer.

### **Recoverable Benefits**

The claimant's National Insurance Number will be sent to you in a separate envelope.

We look forward to hearing from you.

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely" "  
Yours Faithfully" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\*UPPER }

# **Letter of Instruction Expert 4**

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_forename" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compname } = "" "{  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_address }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD  
"CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD  
"CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal  
} { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM  
yyyy" }

I refer to previous correspondence and e-mails in this potential claim.

Thank you for agreeing to review this case in response to our initial enquiry. We note your  
charging rates and confirm that these are acceptable.

As I explained in earlier correspondence, in the case we are instructed by { MERGEFIELD  
LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } in relation to a  
potential clinical negligence claim arising out of the circumstances of { IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } treatment when { IF {  
MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was admitted  
to { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } under the care of { IF {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" } having[ ].

To assist you in your report, we enclose copies of the following:

1. Client's statement re the circumstances giving rise to the allegations of negligence
2. We refer you to the statement and our original letter of approach by way of background  
information.

Our client's allegation is that

## **Review Clinical Records**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

Please review the records to determine whether our client can demonstrate on the balance of probabilities that the treatment afforded to { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "him" "her" } fell below the standard of care { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was entitled to expect. The relevant standard of care is whether the medical staff's conduct fell below the standard that could have been expected from a responsible body of competent health professionals in the same fields who were skilled in their art at that time. It is the relevant standard of medical care prevailing rather than that which prevails now.

Please confirm that all of the relevant clinical notes have been disclosed to your satisfaction.

## **Law**

### **Questions**

We should be grateful if you would consider the following questions in your report. However, we value your views generally, and we ask that you do not restrict your report to dealing with these points only:

1.

### **Standard of Proof**

It is for our client to prove each element of the claim, on the balance of probabilities, that is, more likely than not. It is not necessary for our client to prove matters beyond reasonable doubt, as in criminal matters.

### **[Factual Disputes]**

It is for the court and not the experts, to resolve factual disputes. Where a factual matter is pertinent to a conclusion, the conclusion should be provided in the alternative.

## **Liability**

It is also for our client to prove that the hospital staff failed to reach the appropriate standard of care. Consequently, it will be necessary to show that the hospital staff failed to take such action as a reasonably competent health professional in the same fields would have done. If a substantial body of reasonably competent health professional in the same fields would, on the balance of probabilities, have taken the course of action that the healthcare professionals did in this case, then our client cannot say that they have been negligent.

If the body of health professionals referred to above, would have taken the same approach as the health professional in this case, they should be able to demonstrate a logical basis for this decision. If you are aware of any argument that the defendant may put forward in respect of this case, we would welcome your view as to whether any such argument has a sound medical basis. If you are aware of any counter arguments which may be put forward, we also look forward to hearing those.

## **Causation**

If and when we have successfully established fault on the part of the health professional it will then be necessary to show that the fault did, on the balance of probabilities, directly cause or materially contribute to the damage/loss of which our client complains (again on the balance of probabilities. If our client would have suffered [ ] in any event, regardless of the negligent acts which may be identified, then it will not be possible for our client to receive compensation.

A material contribution does not have to be a substantial contribution, and causation may be established if the contribution was more than negligible/de minimis to the Claimant's injury.

Again, if you are aware of any arguments which the defendant may put forward on causation, together with any counter arguments, we look forward to considering these.

Please consider the liability of the hospital staff by reference to contemporary medical literature.

### **Structure of Report**

Please produce your report in the normal A4 style and please ensure that your report is identified by number or purpose (e.g. preliminary) so that easy reference can be made in the future. Please also identify the clinical notes referred to in your report precisely and use the page numbers referred to in the enclosed A4 file of notes. It would also be of assistance if you would explain any complicated terminology and use diagrams where appropriate.

Please also provide an appendix to your report giving details of your qualifications and experience and also providing copies of any literature upon which you have relied.

Please also ensure that in order to comply with the Court rules you should insert above your signature, a statement that the contents of your report are true to the best of your knowledge and belief.

### **Meeting with Client**

If it is necessary for our client to attend upon you, please let us know so that we can make suitable arrangements.

### **Further Evidence**

### **Conference with Counsel**

There is a possibility that upon receipt of your report, we will wish to hold a conference with Counsel at which we would appreciate your attendance. Please let us have details of any dates that you know you will not be able to attend in the twelve weeks after you send your report to us.

You may or may not be aware that the Part 35 CPR Rules have changed in respect of the statement of truth that is now required in an expert's report. The new declaration should be worded as follows: 'I confirm that I have made clear which facts and matters in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions that I have expressed represent my true and complete professional opinions on the matters to which they refer'.

Should you require any further information, please do not hesitate to contact us. Once again

we thank you for your assistance in this matter.

Yours Sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }**

# **Letter requesting medical records**

**pagination**



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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_initials } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_surname }  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_ORG\_name }  
{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_ORG\_address }

Dear { IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_surname }= "" "Sirs"  
"{ MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_title } { MERGEFIELD  
FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_surname }" }

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
**Claim No:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

I enclose herewith, our above-named client's medical records and should be most grateful if  
you would kindly consider and paginate the records and organise them into a suitable format  
for consideration by the experts, also to draft a chronology and index to go with the bundle.

Also enclosed is a copy of our client's Statement by way of background information.

I look forward to receiving your observations generally about any issues which you come  
across whilst paginating the records.

If you require any additional information, please do not hesitate to contact me.

Many thanks for your assistance.

{ IF { MERGEFIELD FW\_CN\_CONTACTS\_FW\_CN\_PAG\_CON\_surname }= "" "Yours  
Faithfully" "Yours Sincerely" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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# **Letter to Client Enc Expert 1**

# **Authorities for Sig**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }

**Re: { MERGEFIELD MATTER\_MATTER\_DESCRIPTION }**

Further to previous correspondence, please find enclosed Form of Authority for the instruction of { IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname } <> "" "{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname" }" "{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_ORG\_name" }" } as medical expert { IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname } = "" "s" "" }. Kindly sign and return the same to us.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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## **Letter of Instruction Expert 2**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d"\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

I refer to previous correspondence and e-mails in this potential claim.

Thank you for agreeing to review this case in response to our initial enquiry. We note your charging rates and confirm that these are acceptable.

As I explained in earlier correspondence, in the case we are instructed by { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } in relation to a potential clinical negligence claim arising out of the circumstances of { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } treatment when { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was admitted to { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } under the care of { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" } having[ ].

To assist you in your report, we enclose copies of the following:

1. Client's statement re the circumstances giving rise to the allegations of negligence
2. We refer you to the statement and our original letter of approach by way of background information.

Our client's allegation is that

### **Review Clinical Records**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

Please review the records to determine whether our client can demonstrate on the balance of probabilities that the treatment afforded to { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "him" "her" } fell below the standard of care { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was entitled to expect. The relevant standard of care is whether the medical staff's conduct fell below the standard that could have been expected from a responsible body of competent health professionals in the same fields who were skilled in their art at that time. It is the relevant standard of medical care prevailing rather than that which prevails now.

Please confirm that all of the relevant clinical notes have been disclosed to your satisfaction.

## **Law**

### **Questions**

We should be grateful if you would consider the following questions in your report. However, we value your views generally, and we ask that you do not restrict your report to dealing with these points only:

1.

### **Standard of Proof**

It is for our client to prove each element of the claim, on the balance of probabilities, that is, more likely than not. It is not necessary for our client to prove matters beyond reasonable doubt, as in criminal matters.

### **[Factual Disputes]**

It is for the court and not the experts, to resolve factual disputes. Where a factual matter is pertinent to a conclusion, the conclusion should be provided in the alternative.

## **Liability**

It is also for our client to prove that the hospital staff failed to reach the appropriate standard of care. Consequently, it will be necessary to show that the hospital staff failed to take such action as a reasonably competent health professional in the same fields would have done. If a substantial body of reasonably competent health professional in the same fields would, on the balance of probabilities, have taken the course of action that the healthcare professionals did in this case, then our client cannot say that they have been negligent.

If the body of health professionals referred to above, would have taken the same approach as the health professional in this case, they should be able to demonstrate a logical basis for this decision. If you are aware of any argument that the defendant may put forward in respect of this case, we would welcome your view as to whether any such argument has a sound medical basis. If you are aware of any counter arguments which may be put forward, we also look forward to hearing those.

## **Causation**

If and when we have successfully established fault on the part of the health professional it will then be necessary to show that the fault did, on the balance of probabilities, directly cause or materially contribute to the damage/loss of which our client complains (again on the balance of probabilities. If our client would have suffered [ ] in any event, regardless of the negligent acts which may be identified, then it will not be possible for our client to receive compensation.

A material contribution does not have to be a substantial contribution, and causation may be established if the contribution was more than negligible/de minimis to the Claimant's injury.

Again, if you are aware of any arguments which the defendant may put forward on causation, together with any counter arguments, we look forward to considering these.

Please consider the liability of the hospital staff by reference to contemporary medical literature.

### **Structure of Report**

Please produce your report in the normal A4 style and please ensure that your report is identified by number or purpose (e.g. preliminary) so that easy reference can be made in the future. Please also identify the clinical notes referred to in your report precisely and use the page numbers referred to in the enclosed A4 file of notes. It would also be of assistance if you would explain any complicated terminology and use diagrams where appropriate.

Please also provide an appendix to your report giving details of your qualifications and experience and also providing copies of any literature upon which you have relied.

Please also ensure that in order to comply with the Court rules you should insert above your signature, a statement that the contents of your report are true to the best of your knowledge and belief.

### **Meeting with Client**

If it is necessary for our client to attend upon you, please let us know so that we can make suitable arrangements.

### **Further Evidence**

### **Conference with Counsel**

There is a possibility that upon receipt of your report, we will wish to hold a conference with Counsel at which we would appreciate your attendance. Please let us have details of any dates that you know you will not be able to attend in the twelve weeks after you send your report to us.

You may or may not be aware that the Part 35 CPR Rules have changed in respect of the statement of truth that is now required in an expert's report. The new declaration should be worded as follows: 'I confirm that I have made clear which facts and matters in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions that I have expressed represent my true and complete professional opinions on the matters to which they refer'.

Should you require any further information, please do not hesitate to contact us. Once again



we thank you for your assistance in this matter.

Yours Sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }**

# **Letter of Instruction Expert 1**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname" } { IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compname } = "" { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_address } " { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname } { FORMTEXT }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d"\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

I refer to previous correspondence and e-mails in this potential claim.

Thank you for agreeing to review this case in response to our initial enquiry. We note your charging rates and confirm that these are acceptable.

As I explained in earlier correspondence, in the case we are instructed by { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } in relation to a potential clinical negligence claim arising out of the circumstances of { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } treatment when { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was admitted to { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } under the care of { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" } having[ ].

To assist you in your report, we enclose copies of the following:

1. Client's statement re the circumstances giving rise to the allegations of negligence
2. We refer you to the statement and our original letter of approach by way of background information.

Our client's allegation is that

## **Review Clinical Records**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

Please review the records to determine whether our client can demonstrate on the balance of probabilities that the treatment afforded to { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "him" "her" } fell below the standard of care { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was entitled to expect. The relevant standard of care is whether the medical staff's conduct fell below the standard that could have been expected from a responsible body of competent health professionals in the same fields who were skilled in their art at that time. It is the relevant standard of medical care prevailing rather than that which prevails now.

Please confirm that all of the relevant clinical notes have been disclosed to your satisfaction.

## **Law**

### **Questions**

We should be grateful if you would consider the following questions in your report. However, we value your views generally, and we ask that you do not restrict your report to dealing with these points only:

1.

### **Standard of Proof**

It is for our client to prove each element of the claim, on the balance of probabilities, that is, more likely than not. It is not necessary for our client to prove matters beyond reasonable doubt, as in criminal matters.

### **[Factual Disputes]**

It is for the court and not the experts, to resolve factual disputes. Where a factual matter is pertinent to a conclusion, the conclusion should be provided in the alternative.

## **Liability**

It is also for our client to prove that the hospital staff failed to reach the appropriate standard of care. Consequently, it will be necessary to show that the hospital staff failed to take such action as a reasonably competent health professional in the same fields would have done. If a substantial body of reasonably competent health professional in the same fields would, on the balance of probabilities, have taken the course of action that the healthcare professionals did in this case, then our client cannot say that they have been negligent.

If the body of health professionals referred to above, would have taken the same approach as the health professional in this case, they should be able to demonstrate a logical basis for this decision. If you are aware of any argument that the defendant may put forward in respect of this case, we would welcome your view as to whether any such argument has a sound medical basis. If you are aware of any counter arguments which may be put forward, we also look forward to hearing those.

## **Causation**

If and when we have successfully established fault on the part of the health professional it will then be necessary to show that the fault did, on the balance of probabilities, directly cause or materially contribute to the damage/loss of which our client complains (again on the balance of probabilities. If our client would have suffered [ ] in any event, regardless of the negligent acts which may be identified, then it will not be possible for our client to receive compensation.

A material contribution does not have to be a substantial contribution, and causation may be established if the contribution was more than negligible/de minimis to the Claimant's injury.

Again, if you are aware of any arguments which the defendant may put forward on causation, together with any counter arguments, we look forward to considering these.

Please consider the liability of the hospital staff by reference to contemporary medical literature.

### **Structure of Report**

Please produce your report in the normal A4 style and please ensure that your report is identified by number or purpose (e.g. preliminary) so that easy reference can be made in the future. Please also identify the clinical notes referred to in your report precisely and use the page numbers referred to in the enclosed A4 file of notes. It would also be of assistance if you would explain any complicated terminology and use diagrams where appropriate.

Please also provide an appendix to your report giving details of your qualifications and experience and also providing copies of any literature upon which you have relied.

Please also ensure that in order to comply with the Court rules you should insert above your signature, a statement that the contents of your report are true to the best of your knowledge and belief.

### **Meeting with Client**

If it is necessary for our client to attend upon you, please let us know so that we can make suitable arrangements.

### **Further Evidence**

### **Conference with Counsel**

There is a possibility that upon receipt of your report, we will wish to hold a conference with Counsel at which we would appreciate your attendance. Please let us have details of any dates that you know you will not be able to attend in the twelve weeks after you send your report to us.

You may or may not be aware that the Part 35 CPR Rules have changed in respect of the statement of truth that is now required in an expert's report. The new declaration should be worded as follows: 'I confirm that I have made clear which facts and matters in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions that I have expressed represent my true and complete professional opinions on the matters to which they refer'.

Should you require any further information, please do not hesitate to contact us. Once again we thank you for your assistance in this matter.

Yours Sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }**  
**{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }**

# **Letter of Instruction Expert 3**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_forename" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compname } = "" "{  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_address }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD  
"CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD  
"CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal  
} { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM  
yyyy" }

I refer to previous correspondence and e-mails in this potential claim.

Thank you for agreeing to review this case in response to our initial enquiry. We note your  
charging rates and confirm that these are acceptable.

As I explained in earlier correspondence, in the case we are instructed by { MERGEFIELD  
LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } in relation to a  
potential clinical negligence claim arising out of the circumstances of { IF { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } treatment when { IF {  
MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was admitted  
to { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } under the care of { IF {  
MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME  
} { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" } having[ ].

To assist you in your report, we enclose copies of the following:

1. Client's statement re the circumstances giving rise to the allegations of negligence
2. We refer you to the statement and our original letter of approach by way of background  
information.

Our client's allegation is that

## **Review Clinical Records**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}



Please review the records to determine whether our client can demonstrate on the balance of probabilities that the treatment afforded to { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "him" "her" } fell below the standard of care { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } was entitled to expect. The relevant standard of care is whether the medical staff's conduct fell below the standard that could have been expected from a responsible body of competent health professionals in the same fields who were skilled in their art at that time. It is the relevant standard of medical care prevailing rather than that which prevails now.

Please confirm that all of the relevant clinical notes have been disclosed to your satisfaction.

## **Law**

### **Questions**

We should be grateful if you would consider the following questions in your report. However, we value your views generally, and we ask that you do not restrict your report to dealing with these points only:

1.

### **Standard of Proof**

It is for our client to prove each element of the claim, on the balance of probabilities, that is, more likely than not. It is not necessary for our client to prove matters beyond reasonable doubt, as in criminal matters.

### **[Factual Disputes]**

It is for the court and not the experts, to resolve factual disputes. Where a factual matter is pertinent to a conclusion, the conclusion should be provided in the alternative.

## **Liability**

It is also for our client to prove that the hospital staff failed to reach the appropriate standard of care. Consequently, it will be necessary to show that the hospital staff failed to take such action as a reasonably competent health professional in the same fields would have done. If a substantial body of reasonably competent health professional in the same fields would, on the balance of probabilities, have taken the course of action that the healthcare professionals did in this case, then our client cannot say that they have been negligent.

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## **Causation**

If and when we have successfully established fault on the part of the health professional it will then be necessary to show that the fault did, on the balance of probabilities, directly cause or materially contribute to the damage/loss of which our client complains (again on the balance of probabilities. If our client would have suffered [ ] in any event, regardless of the negligent acts which may be identified, then it will not be possible for our client to receive compensation.

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Again, if you are aware of any arguments which the defendant may put forward on causation, together with any counter arguments, we look forward to considering these.

Please consider the liability of the hospital staff by reference to contemporary medical literature.

### **Structure of Report**

Please produce your report in the normal A4 style and please ensure that your report is identified by number or purpose (e.g. preliminary) so that easy reference can be made in the future. Please also identify the clinical notes referred to in your report precisely and use the page numbers referred to in the enclosed A4 file of notes. It would also be of assistance if you would explain any complicated terminology and use diagrams where appropriate.

Please also provide an appendix to your report giving details of your qualifications and experience and also providing copies of any literature upon which you have relied.

Please also ensure that in order to comply with the Court rules you should insert above your signature, a statement that the contents of your report are true to the best of your knowledge and belief.

### **Meeting with Client**

If it is necessary for our client to attend upon you, please let us know so that we can make suitable arrangements.

### **Further Evidence**

### **Conference with Counsel**

There is a possibility that upon receipt of your report, we will wish to hold a conference with Counsel at which we would appreciate your attendance. Please let us have details of any dates that you know you will not be able to attend in the twelve weeks after you send your report to us.

You may or may not be aware that the Part 35 CPR Rules have changed in respect of the statement of truth that is now required in an expert's report. The new declaration should be worded as follows: 'I confirm that I have made clear which facts and matters in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions that I have expressed represent my true and complete professional opinions on the matters to which they refer'.

Should you require any further information, please do not hesitate to contact us. Once again

we thank you for your assistance in this matter.

Yours Sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }**

# **Letter of Claim Defendant 1**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_ADD }" "The Chief Executive { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_address }" }

Dear { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "Sirs" }

#### Letter of Claim

**Our** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
**Client:** LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CALCULATION\_ADDRESS }  
**DOB:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }  
**NHS** { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_NHS\_NUM }  
**Number:**

We have been instructed to act on behalf of { MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME" } { MERGEFIELD "LINKNAME\_SURNAME\_1" } in relation to treatment carried out/care provided at { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_HOS\_TC } by { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME } " "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_title" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_forename" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_DR\_surname" }" } on { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "d"\*Ordinal } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_NEG\_DT \@ "MMMM yyyy" }. Please let us know if you do not believe that you are the appropriate defendant or if you are aware of any other potential defendants.

#### Dates of allegedly negligent treatment

[Include chronology based on medical records.]

#### Events giving rise to the claim:

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[An outline of what happened, including details of other relevant treatments to the client by other healthcare providers.]

**Allegation of negligence and causal link with injuries:**

- [an outline of the allegations or a more detailed list in a complex case;
- an outline of the causal link between allegations and the injuries complained of;
- A copy of any supportive expert evidence (optional).]

**The Client's injuries, condition and future prognosis**

- [A copy of any supportive expert report (optional);
- Suggestions for rehabilitation;
- The discipline of any expert evidence obtained or proposed.]

**Clinical records (if not previously provided)**

We enclose an index of all the relevant records that we hold. We shall be happy to provide copies of these on payment of our photocopying charges.

We enclose a request for copies of the following records which we believe that you hold. We confirm that we shall be responsible for your reasonable copying charges. Failure to provide these records may result in costs sanctions if proceedings are issued.

**The likely value of the claim**

- an outline of the main heads of damage, or, in straightforward cases, the details of loss;
- suggestions for ADR.

{ IF { MERGEFIELD FW\_CN\_P36\_OFFER\_FW\_CN\_NOC\_P36 } = "Yes" "

[Details of Part 36 settlement offer]

" "" }

**Funding**

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Legal Aid" "Our Client has the benefit of Public Funding." "" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "CFA" "We are acting for our client under a Conditional Fee Agreement entered in to after April 2013." "" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Private" "Our client is privately funded." "" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "BTE Insurance" "Our client is funded by a Before the Event Insurance policy obtained before/after April 2013" "" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Other" "[state method of funding and whether arrangement was entered into before or after April 2013]" "" }

We enclose a further copy of this letter for you to pass to your insurer. We look forward to receiving an acknowledgment of this letter within 14 days and your Letter of Response within 4 months of the date on which this letter was received. We calculate the date for receipt of your Letter of Response to be { MERGEFIELD "fssm\_TodayPlus4Months" \@ "d" \\* Ordinal } { MERGEFIELD "fssm\_TodayPlus4Months" \@ "of MMMM, yyyy" }.

**Recoverable Benefits**

The claimant's National Insurance Number will be sent to you in a separate envelope.

We look forward to hearing from you.

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely" "  
Yours Faithfully" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

## **Letter of Approach Expert 2**



{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

We act on behalf of the above named client in relation to a potential clinical negligence claim arising out of the circumstances of their treatment provided by { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }.

## Summary

Our purpose in writing to you is to see whether you would be willing and able to comment on the liability/causation/condition and prognosis issues in this matter. We would ask you to look at the standard of care afforded to our client by { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }.

If you are willing and able to provide a report looking at these issues, we should be grateful if you would respond to the following points so as to avoid any misunderstanding in the future.

1. That you are willing to act on behalf of our client in this claim and will prepare a report on the liability and causal aspects of this potential claim. In your capacity as an expert witness, this will involve your preparing any supplementary reports, attending at conference with counsel, examining the defendant's medical evidence, attending at any expert witness meetings and subsequently attending Trial to provide all evidence. Of course, this does not represent an exhaustive list of your potential work

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relating to this matter, but we feel it appropriate to inform you of the potential work load prior to formal instructions being sent.

2. [That you were practicing as a NHS specialist at the material time]
3. The fact there is no potential conflict of interest in your reporting on this matter.
4. Your hourly charging rate and the anticipated fee for your report;
5. The time for you to prepare your initial report following our instructions.
6. That to comment on the issues noted above is within your area of specialism.
7. Please provide an up-to-date CV with details of any clinical and medico-legal experience.

We thank you in advance for your assistance in this matter.

```
{ IF { MERGEFIELD FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "Legal Aid" "Our Client  
has the benefit of Public Funding." "" }{ IF { MERGEFIELD  
FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "CFA" "We are acting for our client under a  
Conditional Fee Agreement." "" }{ IF { MERGEFIELD  
FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "Private" "Our client is privately funded." "" }{  
IF { MERGEFIELD FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "BTE Insurance" "Our  
client is funded by a Before the Event Insurance policy" "" }{ IF { MERGEFIELD  
FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "Other" "[Please State how the client is  
funded]" "" }
```

Should you require any further information, please do not hesitate to contact the writer on the above number.

Yours Sincerely

```
{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME\*UPPER }
```

## **Letter of Approach Expert 4**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d"\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

We act on behalf of the above named client in relation to a potential clinical negligence claim arising out of the circumstances of their treatment provided by { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }.

## Summary

Our purpose in writing to you is to see whether you would be willing and able to comment on the liability/causation/condition and prognosis issues in this matter. We would ask you to look at the standard of care afforded to our client by { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }.

If you are willing and able to provide a report looking at these issues, we should be grateful if you would respond to the following points so as to avoid any misunderstanding in the future.

1. That you are willing to act on behalf of our client in this claim and will prepare a report on the liability and causal aspects of this potential claim. In your capacity as an expert witness, this will involve your preparing any supplementary reports, attending at conference with counsel, examining the defendant's medical evidence, attending at any expert witness meetings and subsequently attending Trial to provide all evidence. Of course, this does not represent an exhaustive list of your potential work

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relating to this matter, but we feel it appropriate to inform you of the potential work load prior to formal instructions being sent.

2. [That you were practicing as a NHS specialist at the material time]
3. The fact there is no potential conflict of interest in your reporting on this matter.
4. Your hourly charging rate and the anticipated fee for your report;
5. The time for you to prepare your initial report following our instructions.
6. That to comment on the issues noted above is within your area of specialism.
7. Please provide an up-to-date CV with details of any clinical and medico-legal experience.

We thank you in advance for your assistance in this matter.

```
{ IF { MERGEFIELD FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "Legal Aid" "Our Client  
has the benefit of Public Funding." "" }{ IF { MERGEFIELD  
FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "CFA" "We are acting for our client under a  
Conditional Fee Agreement." "" }{ IF { MERGEFIELD  
FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "Private" "Our client is privately funded." "" }{  
IF { MERGEFIELD FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "BTE Insurance" "Our  
client is funded by a Before the Event Insurance policy" "" }{ IF { MERGEFIELD  
FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "Other" "[Please State how the client is  
funded]" "" }
```

Should you require any further information, please do not hesitate to contact the writer on the above number.

Yours Sincerely

```
{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME\*UPPER }
```

# **Letter of Approach Expert 3**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE  
LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_forename" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compname } = "" "{  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_address }" "{ MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title } { MERGEFIELD  
FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD  
"CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD  
"CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal  
} { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM  
yyyy" }

We act on behalf of the above named client in relation to a potential clinical negligence claim  
arising out of the circumstances of their treatment provided by { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }.

#### Summary

Our purpose in writing to you is to see whether you would be willing and able to comment on  
the liability/causation/condition and prognosis issues in this matter. We would ask you to  
look at the standard of care afforded to our client by { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
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"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }.

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you would respond to the following points so as to avoid any misunderstanding in the future.

1. That you are willing to act on behalf of our client in this claim and will prepare a report  
on the liability and causal aspects of this potential claim. In your capacity as an  
expert witness, this will involve your preparing any supplementary reports, attending  
at conference with counsel, examining the defendant's medical evidence, attending  
at any expert witness meetings and subsequently attending Trial to provide all  
evidence. Of course, this does not represent an exhaustive list of your potential work

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relating to this matter, but we feel it appropriate to inform you of the potential work load prior to formal instructions being sent.

2. [That you were practicing as a NHS specialist at the material time]
3. The fact there is no potential conflict of interest in your reporting on this matter.
4. Your hourly charging rate and the anticipated fee for your report;
5. The time for you to prepare your initial report following our instructions.
6. That to comment on the issues noted above is within your area of specialism.
7. Please provide an up-to-date CV with details of any clinical and medico-legal experience.

We thank you in advance for your assistance in this matter.

```
{ IF { MERGEFIELD FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "Legal Aid" "Our Client  
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funded]" "" }
```

Should you require any further information, please do not hesitate to contact the writer on the above number.

Yours Sincerely

```
{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME\*UPPER }
```



# **Letter of Approach Expert 1**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d"\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

We act on behalf of the above named client in relation to a potential clinical negligence claim arising out of the circumstances of their treatment provided by { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }.

## Summary

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client is funded by a Before the Event Insurance policy" "" }{ IF { MERGEFIELD  
FW_CN_CLI_INFO_FW_CN_TYPE_FUN } = "Other" "[Please State how the client is  
funded]" "" }
```

Should you require any further information, please do not hesitate to contact the writer on the above number.

Yours Sincerely

```
{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME\*UPPER }
```

# **Letter of Acknowledgement Expert**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d"\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

Thank you for providing a copy of your report and invoice. { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Legal Aid" "We confirm we have sent your invoice to the Legal Aid Agency and have applied for monies in order that we can settle your account in the not too distant future." " We confirm we have sent your invoice to our client in order that your account can be settled" }

In the meantime we will consider your report with our client and revert to you if there are any issues arising.

Thank you for your continuing assistance.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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# **Letter of Acknowledgement Expert**





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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d"\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

Thank you for providing a copy of your report and invoice. { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Legal Aid" "We confirm we have sent your invoice to the Legal Aid Agency and have applied for monies in order that we can settle your account in the not too distant future." " We confirm we have sent your invoice to our client in order that your account can be settled" }

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Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

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# **Letter of Acknowledgement Expert**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title" }{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_forename" }{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname" }{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

Thank you for providing a copy of your report and invoice. { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_TYPE\_FUN } = "Legal Aid" "We confirm we have sent your invoice to the Legal Aid Agency and have applied for monies in order that we can settle your account in the not too distant future." " We confirm we have sent your invoice to our client in order that your account can be settled" }

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Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\*UPPER }

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# **Letter of Acknowledgement Expert**





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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

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Thank you for your continuing assistance.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }



# **Form N244 Application Notice**



Is this time estimate agreed by all parties?

{ FORMCHECKBOX } No  
FORMCHECKBO  
X } Yes

7. Give details of any fixed trial date or period

{ FORMTEXT }

8. What level of Judge does your hearing need?

{ FORMTEXT }

9. Who should be served with this application?

{ FORMTEXT }

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

{ FORMTEXT }

10. What information will you be relying on, in support of your application?

{ FORMCHECKBOX } the attached witness statement

{ FORMCHECKBOX } the statement of case

{ FORMCHECKBOX } the evidence set out in the box below

If necessary, please continue on a separate sheet.

{ FORMTEXT }

# Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

{ FORMCHECKBOX } I believe that the facts stated in section 10 (and any continuation sheets) are true.

{ FORMCHECKBOX } The Applicant believes that the facts stated in section 10 (and any continuation sheets) are true. I am authorised by the applicant to sign this statement.

Signature

{ FORMCHECKBOX } Applicant

{ FORMCHECKBOX } Litigation friend (where applicant is a Child or Protected Party)

{ FORMCHECKBOX } Applicant's legal representative (as defined by CPR 2.3(1))

Date

|              |              |              |
|--------------|--------------|--------------|
| Day          | Month        | Year         |
| { FORMTEXT } | { FORMTEXT } | { FORMTEXT } |

Full name

{ FORMTEXT }

Name of applicant's legal representative's firm

{ FORMTEXT }

If signing on behalf of firm or company give position or office held

{ FORMTEXT }



Applicant's address to which documents should be sent.

Building and street

{ FORMTEXT }

Second line of address

{ FORMTEXT }

Town or city

{ FORMTEXT }

County (optional)

{ FORMTEXT }

Postcode

{ FORMTEXT }

If applicable

Phone number

{ FORMTEXT }

Fax phone number

{ FORMTEXT }

DX number

{ FORMTEXT }

Your Ref.

{ FORMTEXT }

Email

{ FORMTEXT }

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## **Expert 2 - Dates to Avoid**

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LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_forename" } { MERGEFIELD  
"FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compname } = "" "{  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_address }" "{  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_title } {  
MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME2\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD  
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\\@"d\\\*Ordinal" } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \\@"MMMM yyyy" }

You will no doubt recall having prepared a Medical Report dated { ASK repdate "Enter the date of the report." } { REF repdate \@ "d MMMM yyyy" \\* MERGEFORMAT } on the injuries sustained by our above-named client.

We have now reached the stage where the case is finally ready to be set down for Trial. At this stage the Defendants' Solicitors have not formally agreed your Report. It may be that they will do so, but we must assume that they will not at this stage.

Would you please provide us with the following:

1. A list of all of the dates that must be avoided if you are to attend Court to give oral evidence;
2. Your charges for attending Court, taking into account that the Trial will take place at { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name };
3. Your cancellation charges for late notification that you are no longer required to attend Court.

We are obliged to supply the Court with these details by { ASK courtdate "Enter the date by which dates to Court must be supplied." } { REF courtdate \@ "d MMMM yyyy" \\* MERGEFORMAT }, and we would therefore be grateful to receive your reply as soon as possible.

Yours Sincerely

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LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

## **Expert 2 - Dates to Avoid**

## **Explanation of Words Used**

### **Advocacy**

Appearing for you at court hearings.

### **Basic charges**

Our charges for the legal work we do on your claim for damages.

### **Claim**

Your demand for damages for personal injury whether or not court proceedings are issued.

### **Counterclaim**

A claim that your opponent makes against you in response to your claim.

### **Damages**

Money that you win whether by a court decision or settlement.

### **Our disbursements**

Payment we make on your behalf such as:

- court fees;
- experts' fees;
- accident report fees;
- travelling expenses.

### **Interim damages**

Money that a court says your opponent must pay or your opponent agrees to pay while waiting for a settlement or the court's final decision.

### **Interim hearing**

A court hearing that is not final.

### **Lien**

Our right to keep all papers, documents, money or other property held on your behalf until all money due to us is paid. A lien may be applied after this agreement ends.

### **Lose**

The court has dismissed your claim or you have stopped it on our advice.

## **Part 36 offers or payments**

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

## **Provisional damages**

Money that a court says your opponent must pay or your opponent agrees to pay, on the basis that you will be able to go back to court at a future date for further damages if:

- you develop a serious disease; or
- your condition deteriorates;

in a way that has been proved or admitted to be linked to your personal injury claim.

## **Success fee**

The percentage of basic charges that we add to your bill if you win your claim for damages and that we will seek to recover from your opponent.

## **Trial**

The final contested hearing or the contested hearing of any issue to be tried separately and a reference to a claim concluding at trial includes a claim settled after the trial has commenced or a judgment.

## **Win**

Your claim for damages is finally decided in your favour, whether by a court decision or an agreement to pay you damages or in any way that you derive benefit from pursuing the claim.

'Finally' means that your opponent:

- is not allowed to appeal against the court decision; or
- has not appealed in time; or
- has lost any appeal.

## **Expert 4 - Dates to Avoid**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME4\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\* Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

You will no doubt recall having prepared a Medical Report dated { ASK repdate "Enter the date of the report." } { REF repdate \@ "d MMMM yyyy" \\* MERGEFORMAT } on the injuries sustained by our above-named client.

We have now reached the stage where the case is finally ready to be set down for Trial. At this stage the Defendants' Solicitors have not formally agreed your Report. It may be that they will do so, but we must assume that they will not at this stage.

Would you please provide us with the following:

1. A list of all of the dates that must be avoided if you are to attend Court to give oral evidence;
2. Your charges for attending Court, taking into account that the Trial will take place at { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name };
3. Your cancellation charges for late notification that you are no longer required to attend Court.

We are obliged to supply the Court with these details by { ASK courtdate "Enter the date by which dates to Court must be supplied." } { REF courtdate \@ "d MMMM yyyy" \\* MERGEFORMAT }, and we would therefore be grateful to receive your reply as soon as possible.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

## **Expert 3 - Dates to Avoid**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname" }  
{ IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME3\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\* Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

You will no doubt recall having prepared a Medical Report dated { ASK repdate "Enter the date of the report." } { REF repdate \@ "d MMMM yyyy" \\* MERGEFORMAT } on the injuries sustained by our above-named client.

We have now reached the stage where the case is finally ready to be set down for Trial. At this stage the Defendants' Solicitors have not formally agreed your Report. It may be that they will do so, but we must assume that they will not at this stage.

Would you please provide us with the following:

1. A list of all of the dates that must be avoided if you are to attend Court to give oral evidence;
2. Your charges for attending Court, taking into account that the Trial will take place at { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name };
3. Your cancellation charges for late notification that you are no longer required to attend Court.

We are obliged to supply the Court with these details by { ASK courtdate "Enter the date by which dates to Court must be supplied." } { REF courtdate \@ "d MMMM yyyy" \\* MERGEFORMAT }, and we would therefore be grateful to receive your reply as soon as possible.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

# **Draft Witness 5 Statement**

Filed on behalf of the Claimant

Number of witness statement: First

Date: [insert date]

Exhibits: [insert number] to [insert number]

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* Upper}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
**Claimant**  
and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Defendant**

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS5\_FWWIT5TITLE" \\* UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS5\_FWWIT5FORENAME" \\* UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS5\_FWWIT5SURNAME" \\* UPPER }

ON BEHALF OF THE CLAIMANT

---

I { MERGEFIELD "FW\_CN\_WITNESS5\_FWWIT5FORENAME" \\* UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS5\_FWWIT5SURNAME" \\* UPPER } of { MERGEFIELD  
FW\_CN\_WITNESS5\_FWWIT5ADDRESS \\* UPPER } WILL SAY AS FOLLOWS:

- 1 I have been asked by the claimant to provide a witness statement in this matter in relation to  
[state briefly the aspect of the subject matter on which the witness is giving evidence and if  
necessary explain their relationship to the claimant].
- 2 The facts and matters set out in this witness statement are within my own knowledge unless  
otherwise stated, and I believe them to be true.
- 3 This witness statement was prepared on my behalf by { MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" } { MERGEFIELD  
"CALCULATION\_STATUS\_DESCRIPTION" } following discussions [in person OR over the  
telephone OR [insert other form of communication]].
- 4 Where I refer to information supplied by others, the source of the information is identified;  
facts and matters derived from other sources are true to the best of my knowledge and belief.
- 5 Attached to this witness statement is a paginated bundle of exhibits known as [insert exhibit  
reference] to which I will make reference.

6        *[Set out the witness evidence in this and the following paragraphs]*

7        *[insert text]*

8        *[insert text]*

**Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:.....

Print name:.....

Date:.....



**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } " { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" } " }  
Defendant

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS5\_FWWIT5FORENAME" \\* UPPER} { MERGEFIELD  
"FW\_CN\_WITNESS5\_FWWIT5SURNAME" \\* UPPER }

ON BEHALF OF THE CLAIMANT

---

{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE" \f "  
"} { MERGEFIELD "PRACTICEINFO\_AREA" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" \f "  
"} { MERGEFIELD "PRACTICEINFO\_COUNTY" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTCODE" }

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } { MERGEFIELD "client\_no" } { MERGEFIELD  
"matter\_no" }

## **Expert 1 - Dates to Avoid**

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_forename" } { MERGEFIELD "FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname" } { IF { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compname } = "" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_address }" "{ MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_compaddress }" }

Dear { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_title } { MERGEFIELD FW\_CN\_MED\_EXP\_FW\_CN\_ME1\_CON\_surname }

**Re: Our Client:** { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
**Address:** { MERGEFIELD CLIENT\_HOUSE }, { MERGEFIELD "CLIENT\_POSTAL\_TOWN" }, { MERGEFIELD "CLIENT\_POSTCODE" }  
**Date of Birth:** { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "d" \\*Ordinal } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB \@ "MMMM yyyy" }

You will no doubt recall having prepared a Medical Report dated { ASK repdate "Enter the date of the report." } { REF repdate \@ "d MMMM yyyy" \\* MERGEFORMAT } on the injuries sustained by our above-named client.

We have now reached the stage where the case is finally ready to be set down for Trial. At this stage the Defendants' Solicitors have not formally agreed your Report. It may be that they will do so, but we must assume that they will not at this stage.

Would you please provide us with the following:

1. A list of all of the dates that must be avoided if you are to attend Court to give oral evidence;
2. Your charges for attending Court, taking into account that the Trial will take place at { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name };
3. Your cancellation charges for late notification that you are no longer required to attend Court.

We are obliged to supply the Court with these details by { ASK courtdate "Enter the date by which dates to Court must be supplied." } { REF courtdate \@ "d MMMM yyyy" \\* MERGEFORMAT }, and we would therefore be grateful to receive your reply as soon as possible.

Yours Sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

## **EX160 - Apply for help with court**

**and tribunal fee**

# Apply for help with fees

Reference (office use only)

{ FORMTEXT }

If you have little or no savings and are on certain benefits or have a low income, you may not have to pay a court or tribunal fee, or you may get some money off.

{ gov.uk/help-with-court-fees

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MATINI

## 1. Your personal details

Title

{ MERGEFIELD LINKNAME\_TITLE\_1 }

First and middle names

{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME }

Last name

{ MERGEFIELD LINKNAME\_SURNAME\_1 }

Date of birth

{ MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_DOB }

National Insurance number

{ MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_NI }

Home Office reference no. (if applicable)

{ FORMTEXT }

Complete this form using

**CAPITAL LETTERS.**

The information you provide needs to be accurate as it will act as evidence for your application. We'll contact you if we need to see proof of this information.

**Home Office** - You may have a Home Office reference number and not a National Insurance number.

## 2. What is your status?

{ FORMCHECKBOX } Single

{ FORMCHECKBOX } Married or living with someone and sharing an income

**Your status** - If your case is against your partner, such as a divorce, dissolution or domestic violence, tick **single**.

Do not include your partner's details in the following questions.

## 3. About your application

Form no.

{ FORMTEXT }

If no number, briefly describe eg. Small claim hearing fee.

{ FORMTEXT }

## 4. Do you have a case, claim or 'notice to pay' number?

{ FORMCHECKBOX } No

**Case, claim or 'notice to pay' number** - Find this

{ FORMCHECKBOX } Yes, the case, claim or 'notice to pay' number is

{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

---

number on letters  
from the court or  
tribunal.



### 5. Are you paying a fee for a probate case?

{ FORMCHECKBOX } No

{ FORMCHECKBOX } Yes, the name of the deceased is

{ FORMTEXT }

Date of death

|                                |                                |                  |
|--------------------------------|--------------------------------|------------------|
| {<br>FO<br>RM<br>TE<br>XT<br>} | {<br>FO<br>RM<br>TE<br>XT<br>} | { FORMTE<br>XT } |
|--------------------------------|--------------------------------|------------------|

**Probate** - These cases are usually about the property and belongings of someone who has died.

### 6. Have you already paid the fee?

{ FORMCHECKBOX } No

{ FORMCHECKBOX } Yes, the fee was paid on

|                                |                                |                  |
|--------------------------------|--------------------------------|------------------|
| {<br>FO<br>RM<br>TE<br>XT<br>} | {<br>FO<br>RM<br>TE<br>XT<br>} | { FORMTE<br>XT } |
|--------------------------------|--------------------------------|------------------|

**Refunds** - You can apply for a refund for a fee paid in the last 3 months.

If you're applying for a refund, answer questions 7 to 11 about your circumstances at the time you paid the fee and include proof of payment.

### 7. How much do you have in savings and investments?

(including your partner if you have one)

{ FORMCHECKBOX } Less than £3,000 → go to question 9

{ FORMCHECKBOX } More than £3,000 → go to question 8

**Savings** - Include all savings and investments, eg ISAs or capital value from additional property you own.

If you have more than £16,000 then you won't be able to get help with your fees. See page 6 of the guide.

### 8. Are you (or your partner) 61 or over?

{ FORMCHECKBOX } No. How much do you have in savings and investments?  
(including your partner if you have one)

£{ FORMTEXT }

{ FORMCHECKBOX } Yes. How much do you have in savings and investments?  
(including your partner if you have one)

{ FORMCHECKBOX } Less than £16,000

{ FORMCHECKBOX } £16,000 or more

### 9. Do you receive any of the benefits listed below?

- Income-based Jobseeker's Allowance (JSA)
- Income-related Employment and Support Allowance (ESA)
- Income Support
- Universal Credit (and you're earning less than £6,000 a year)
- Pension Credit (guarantee credit)
- Scottish Civil Legal Aid  
(not Advice and Assistance or Advice by Way of Representation)

{ FORMCHECKBOX } No → go to question 10

{ FORMCHECKBOX } Yes → go to question 12

### 10. Do you receive any of the benefits listed below?

{ FORMCHECKBOX } No

{ FORMCHECKBOX } Yes, { FORMTEXT } children

### 11. Do you or your partner have any other children that you support financially through maintenance payments?

{ FORMCHECKBOX } No

{ FORMCHECKBOX } Yes, { FORMTEXT } children

---

**Benefits** - If you're receiving any of these benefits, you're likely to get help with your fees.

We'll contact the Department for Work and Pensions to confirm that you are (or were) getting one of these benefits.

---

**Children** - A child is a person under 16 years old and up to 19 if in full-time education.

If you answered Yes to Questions 10 or 11, please ensure any Child Benefit, Child Tax Credit or income maintenance payments for them are included in Question 12.

---

**12. What is your total monthly income, before tax and National Insurance?**  
(including your partner if you have one)

Some benefits shouldn't be included - e.g. Carer's Allowance, Housing Benefit or childcare element of Working Tax Credit. See full list on page 10 of the guide.

|  | Your monthly income | Your partner's monthly income |
|--|---------------------|-------------------------------|
| Wages (before tax and National Insurance deductions)           | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Child Benefit  | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Working Tax Credit   | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Child Tax Credit   | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Maintenance payments   | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Contribution-based Jobseekers Allowance (JSA)                  | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Contribution-based Employment and Support Allowance (ESA)      | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Universal Credit (and you are earning more than £6,000 a year) | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Pensions (state, work and private)                             | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Rent from anyone living with you                               | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Rent from other properties you own                             | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| Other income (please state):                                   | £{ FORMTEXT }       | £{ FORMTEXT }                 |
| <b>Total monthly income:</b>                                   | £{ FORMTEXT }       | £{ FORMTEXT }                 |

If you say you have no income in the table above, please tell us how you support yourself.

{ FORMTEXT }

## 12. Your contact details

Address

{ FORMTEXT }

Postcode

{ FORMTEXT }

Email

{ FORMTEXT }

Phone

{ FORMTEXT }

## 13. Declaration and statement of truth

I believe that my financial circumstances mean that I may be entitled to help with fees. I declare that the information I have given on this form is correct and complete. I understand that if I have given false information, criminal or civil proceedings may be brought against me.

I understand that if I have given false information or I do not provide evidence of the information given in this form if requested, my application may be rejected and the full fee will be payable.

Full name

{ FORMTEXT }

Signature

Date signed

{ FORMTEXT }

Please make sure you have accurately completed all the relevant questions and signed the declaration.

**Return your completed form to the court or tribunal handling your case or claim.**

Find contact details for all courts and tribunals at:  
[gov.uk/find-court-tribunal](http://gov.uk/find-court-tribunal)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address  
<https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024 Textphone 18001 0300 123 1024. If calling from Scotland, please call 0300 790 6234 Textphone 18001 0300 790 6234.

# **Draft Witness 6 Statement**

Filed on behalf of the Claimant

Number of witness statement: First

Date: [insert date]

Exhibits: [insert number] to [insert number]

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* Upper}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
**Claimant**  
and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Defendant**

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS6\_FWWIT6TITLE" \\* UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS6\_FWWIT6FORENAME" \\* UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS6\_FWWIT6SURNAME" \\* UPPER }

ON BEHALF OF THE CLAIMANT

---

I { MERGEFIELD "FW\_CN\_WITNESS6\_FWWIT6FORENAME" \\* UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS6\_FWWIT6SURNAME" \\* UPPER } of { MERGEFIELD  
FW\_CN\_WITNESS6\_FWWIT6ADDRESS \\* UPPER } WILL SAY AS FOLLOWS:

- 1 I have been asked by the claimant to provide a witness statement in this matter in relation to  
[state briefly the aspect of the subject matter on which the witness is giving evidence and if  
necessary explain their relationship to the claimant].
- 2 The facts and matters set out in this witness statement are within my own knowledge unless  
otherwise stated, and I believe them to be true.
- 3 This witness statement was prepared on my behalf by { MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" } { MERGEFIELD  
"CALCULATION\_STATUS\_DESCRIPTION" } following discussions [in person OR over the  
telephone OR [insert other form of communication]].
- 4 Where I refer to information supplied by others, the source of the information is identified;  
facts and matters derived from other sources are true to the best of my knowledge and belief.
- 5 Attached to this witness statement is a paginated bundle of exhibits known as [insert exhibit  
reference] to which I will make reference.

6        *[Set out the witness evidence in this and the following paragraphs]*

7        *[insert text]*

8        *[insert text]*

**Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:.....

Print name:.....

Date:.....

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } " { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" } " }  
Defendant

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS6\_FWWIT6FORENAME" \\* UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS6\_FWWIT6SURNAME" \\* UPPER }

ON BEHALF OF THE CLAIMANT

---

{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE" \f "  
"} { MERGEFIELD "PRACTICEINFO\_AREA" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" \f "  
"} { MERGEFIELD "PRACTICEINFO\_COUNTY" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTCODE" }

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } { MERGEFIELD "client\_no" } { MERGEFIELD  
"matter\_no" }



# **Draft Witness 2 Statement**

Filed on behalf of the Claimant

Number of witness statement: First

Date: [insert date]

Exhibits: [insert number] to [insert number]

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* Upper}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
**Claimant**  
and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Defendant**

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS2\_FWWIT2TITLE" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS2\_FWWIT2FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS2\_FWWIT2SURNAME" \\*upper }

ON BEHALF OF THE CLAIMANT

---

I { MERGEFIELD "FW\_CN\_WITNESS2\_FWWIT2FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS2\_FWWIT2SURNAME" \\*upper } of { MERGEFIELD  
FW\_CN\_WITNESS2\_FWWIT2ADDRESS \\*upper } WILL SAY AS FOLLOWS:

- 1 I have been asked by the claimant to provide a witness statement in this matter in relation to  
[state briefly the aspect of the subject matter on which the witness is giving evidence and if  
necessary explain their relationship to the claimant].
- 2 The facts and matters set out in this witness statement are within my own knowledge unless  
otherwise stated, and I believe them to be true.
- 3 This witness statement was prepared on my behalf by { MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" } { MERGEFIELD  
"CALCULATION\_STATUS\_DESCRIPTION" } following discussions [in person OR over the  
telephone OR [insert other form of communication]].
- 4 Where I refer to information supplied by others, the source of the information is identified;  
facts and matters derived from other sources are true to the best of my knowledge and belief.
- 5 Attached to this witness statement is a paginated bundle of exhibits known as [insert exhibit  
reference] to which I will make reference.

6        *[Set out the witness evidence in this and the following paragraphs]*

7        *[insert text]*

8        *[insert text]*

**Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:.....

Print name:.....

Date:.....

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } " { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" } " }  
Defendant

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS2\_FWWIT2FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS2\_FWWIT2SURNAME" \\*upper }

ON BEHALF OF THE CLAIMANT

---

{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE" \f "  
"} { MERGEFIELD "PRACTICEINFO\_AREA" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" \f "  
"} { MERGEFIELD "PRACTICEINFO\_COUNTY" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTCODE" }

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } { MERGEFIELD "client\_no" } { MERGEFIELD  
"matter\_no" }

# **Draft Witness 3 Statement**

Filed on behalf of the Claimant

Number of witness statement: First

Date: *[insert date]*

Exhibits: *[insert number]* to *[insert number]*

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* Upper}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
**Claimant**  
and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Defendant**

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS3\_FWWIT3TITLE" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS3\_FWWIT3FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS3\_FWWIT3SURNAME" \\*upper }

ON BEHALF OF THE CLAIMANT

---

I { MERGEFIELD "FW\_CN\_WITNESS3\_FWWIT3FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS3\_FWWIT3SURNAME" \\*upper } of { MERGEFIELD  
FW\_CN\_WITNESS3\_FWWIT3ADDRESS \\*upper } WILL SAY AS FOLLOWS:

- 1 I have been asked by the claimant to provide a witness statement in this matter in relation to  
*[state briefly the aspect of the subject matter on which the witness is giving evidence and if  
necessary explain their relationship to the claimant]*.
- 2 The facts and matters set out in this witness statement are within my own knowledge unless  
otherwise stated, and I believe them to be true.
- 3 This witness statement was prepared on my behalf by { MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" } { MERGEFIELD  
"CALCULATION\_STATUS\_DESCRIPTION" } following discussions *[in person OR over the  
telephone OR [insert other form of communication]*.
- 4 Where I refer to information supplied by others, the source of the information is identified;  
facts and matters derived from other sources are true to the best of my knowledge and belief.
- 5 Attached to this witness statement is a paginated bundle of exhibits known as *[insert exhibit  
reference]* to which I will make reference.

6        *[Set out the witness evidence in this and the following paragraphs]*

7        *[insert text]*

8        *[insert text]*

**Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:.....

Print name:.....

Date:.....

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } " { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" } "  
Defendant

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS3\_FWWIT3FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS3\_FWWIT3SURNAME" \\*upper }

ON BEHALF OF THE CLAIMANT

---

{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE" \f "  
"} { MERGEFIELD "PRACTICEINFO\_AREA" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" \f "  
"} { MERGEFIELD "PRACTICEINFO\_COUNTY" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTCODE" }

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } { MERGEFIELD "client\_no" } { MERGEFIELD  
"matter\_no" }



# **Draft Witness 4 Statement**

Filed on behalf of the Claimant

Number of witness statement: First

Date: [insert date]

Exhibits: [insert number] to [insert number]

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* Upper}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
**Claimant**  
and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Defendant**

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS4\_FWWIT4TITLE" \\*UPPER} { MERGEFIELD  
"FW\_CN\_WITNESS4\_FWWIT4FORENAME" \\*UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS4\_FWWIT4SURNAME" \\*UPPER }

ON BEHALF OF THE CLAIMANT

---

I { MERGEFIELD "FW\_CN\_WITNESS4\_FWWIT4FORENAME" \\*UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS4\_FWWIT4SURNAME" \\*UPPER } of { MERGEFIELD  
FW\_CN\_WITNESS4\_FWWIT4ADDRESS } WILL SAY AS FOLLOWS:

- 1 I have been asked by the claimant to provide a witness statement in this matter in relation to  
[state briefly the aspect of the subject matter on which the witness is giving evidence and if  
necessary explain their relationship to the claimant].
- 2 The facts and matters set out in this witness statement are within my own knowledge unless  
otherwise stated, and I believe them to be true.
- 3 This witness statement was prepared on my behalf by { MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" } { MERGEFIELD  
"CALCULATION\_STATUS\_DESCRIPTION" } following discussions [in person OR over the  
telephone OR [insert other form of communication]].
- 4 Where I refer to information supplied by others, the source of the information is identified;  
facts and matters derived from other sources are true to the best of my knowledge and belief.
- 5 Attached to this witness statement is a paginated bundle of exhibits known as [insert exhibit  
reference] to which I will make reference.

6        *[Set out the witness evidence in this and the following paragraphs]*

7        *[insert text]*

8        *[insert text]*

**Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:.....

Print name:.....

Date:.....

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } " { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" } " }  
Defendant

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS4\_FWWIT4FORENAME" \\* UPPER } { MERGEFIELD  
"FW\_CN\_WITNESS4\_FWWIT4SURNAME" \\* UPPER }

ON BEHALF OF THE CLAIMANT

---

{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE" \f "  
"} { MERGEFIELD "PRACTICEINFO\_AREA" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" \f "  
"} { MERGEFIELD "PRACTICEINFO\_COUNTY" \f "  
"} { MERGEFIELD "PRACTICEINFO\_POSTCODE" }

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } { MERGEFIELD "client\_no" } { MERGEFIELD  
"matter\_no" }

# **Draft Witness 1 Statement**

Filed on behalf of the Claimant

Number of witness statement: First

Date: [insert date]

Exhibits: [insert number] to [insert number]

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* Upper}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
**Claimant**

and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Defendant**

---

FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS1\_FWWIT1TITLE" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS1\_FWWIT1FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS1\_FWWIT1SURNAME" \\*upper }

ON BEHALF OF THE CLAIMANT

---

I { MERGEFIELD "FW\_CN\_WITNESS1\_FWWIT1FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS1\_FWWIT1SURNAME" \\*upper } of { MERGEFIELD  
FW\_CN\_WITNESS1\_FWWIT1ADDRESS \\*upper } WILL SAY AS FOLLOWS:

- 1 I have been asked by the claimant to provide a witness statement in this matter in relation to  
[state briefly the aspect of the subject matter on which the witness is giving evidence and if  
necessary explain their relationship to the claimant].
- 1 The facts and matters set out in this witness statement are within my own knowledge unless  
otherwise stated, and I believe them to be true.
- 2 This witness statement was prepared on my behalf by { MERGEFIELD  
"CALCULATION\_FEE\_EARNER\_DESCRIPTION" } { MERGEFIELD  
"CALCULATION\_STATUS\_DESCRIPTION" } following discussions [in person OR over the  
telephone OR [insert other form of communication]].
- 3 Where I refer to information supplied by others, the source of the information is identified;  
facts and matters derived from other sources are true to the best of my knowledge and belief.

4 Attached to this witness statement is a paginated bundle of exhibits known as [*insert exhibit reference*] to which I will make reference.

5 [*Set out the witness evidence in this and the following paragraphs*]

6 [*insert text*]

7 [*insert text*]

### Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:.....

Print name:.....

Date:.....

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
Defendant

\_\_\_\_\_  
FIRST WITNESS STATEMENT OF

{ MERGEFIELD "FW\_CN\_WITNESS1\_FWWIT1FORENAME" \\*upper } { MERGEFIELD  
"FW\_CN\_WITNESS1\_FWWIT1SURNAME" \\*upper }

ON BEHALF OF THE CLAIMANT  
\_\_\_\_\_

{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }  
{ MERGEFIELD "PRACTICEINFO\_HOUSE" \f "  
"}{ MERGEFIELD "PRACTICEINFO\_AREA" \f "  
"}{ MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" \f "  
"}{ MERGEFIELD "PRACTICEINFO\_COUNTY" \f "  
"}{ MERGEFIELD "PRACTICEINFO\_POSTCODE" }

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } { MERGEFIELD "client\_no" } { MERGEFIELD  
"matter\_no" }

# **Draft Order for pre-action**



**disclosure**

**Claim No.**{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }.

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BEFORE [insert name]

DATED: [insert date]

BETWEEN

{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }

**Proposed Claimant / Applicant**

and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Proposed Defendant / Respondent**

---

**[DRAFT]**

**ORDER FOR PRE-ACTION DISCLOSURE**

---

**ON HEARING** solicitor for the claimant and the defendant

IT IS ORDERED THAT:

1. The Respondent shall by 4.00pm on [insert date] disclose all documents listed in the attached schedule.
  - 1.1. [Insert here the first type or class of document in respect of which you are seeking disclosure.]
  - 1.2. [Insert here the second type or class of document in respect of which you are seeking disclosure.]
  - 1.3. ...
2. The Respondent shall make and serve a list and disclosure statement identifying:
  - 2.1. those documents that are no longer in its control.
  - 2.2. those documents in respect of which it claims a right or duty to withhold inspection.
  - 2.3. what has happened to any documents which are no longer within its control.
3. [The above documents shall be made available for inspection on [insert date] at [insert location.]]
4. The Respondent shall pay the claimants costs of the application.

[insert date of the order].



**Claim No. { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name \\*  
UPPER}

BEFORE [insert name]

DATED: [insert date]

BETWEEN:

{ MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }

**Proposed Claimant / Applicant**

and

{ IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <>  
"" { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } " {  
MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } {  
MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" } " }

**Proposed Defendant / Respondent**

---

**[DRAFT]**

**ORDER FOR**

**PRE-ACTION DISCLOSURE**

---

{ MERGEFIELD  
"PRACTICEINFO\_PRACTICE\_NAME" \f"  
"}{ MERGEFIELD "PRACTICEINFO\_HOUSE" \f"  
"}{ MERGEFIELD "PRACTICEINFO\_AREA" \f"  
"}{ MERGEFIELD  
"PRACTICEINFO\_POSTAL\_TOWN" \f"  
"}{ MERGEFIELD "PRACTICEINFO\_COUNTY" \f"  
"}{ MERGEFIELD "PRACTICEINFO\_POSTCODE"  
}

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } {  
MERGEFIELD "client\_no" } { MERGEFIELD  
"matter\_no" }

# **Directions Order - Multi-Track**

**Claim No.** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }.

IN THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\*  
UPPER}

BETWEEN:

{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }

**Claimant**

and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Defendant**

---

DRAFT DIRECTIONS ORDER

---

**Warning: you must comply with the terms imposed upon you by this order otherwise your case is liable to be struck out or some other sanction imposed. If you cannot comply you are expected to make formal application to the court before any deadline imposed upon you expires.**

on xxxx

before District Judge Xxxx sitting in xxxx

the Judge heard the solicitor for the Claimant and the solicitor for the Defendant

and made the following Order

- 1) The Claim is allocated to the Multi-Track and is assigned to District Judge Xxxx for case management.
- 2) At all stages the parties must consider settling this litigation by any means of Alternative Dispute Resolution (including round table conferences, early neutral evaluation, mediation and arbitration); any party not engaging in any such means proposed by another is to serve a witness statement giving reasons within 21 days of receipt of that proposal. That witness statement must not be shown to the trial judge until questions of costs arise.
- 3) Documents are to be retained as follows:
  - a) the parties must retain all electronically stored documents relating to the issues in this Claim.

- b) the Defendant must retain the original clinical notes relating to the issues in this Claim. The Defendant must give facilities for inspection by the Claimant, the Claimant's legal advisers and experts of these original notes on 7 days written notice.
  - c) legible copies of the medical and educational records of the Claimant / Deceased / Claimant's Mother are to be placed in a separate paginated bundle by the Claimant's Solicitors and kept up to date. All references to medical notes are to be made by reference to the pages in that bundle.
- 4) Disclosure of documents relevant to the issues of breach of duty and causation and quantification of damages will be dealt with as follows:
- a) By 4pm on xxxx both parties must give to each other standard disclosure of documents by list and category.
  - b) By 4pm on xxxx any request must be made to inspect the original of, or to provide a copy of, a disclosable document.
  - c) Any such request unless objected to must be complied with within 14 days of the request.
  - d) By 4pm on xxxx each party must serve and file with the court a list of issues relevant to the search for and disclosure of electronically stored documents, or must confirm there are no such issues, following Practice Direction 31B.
- 5) Evidence of fact will be dealt with as follows:
- a) By 4pm on xxxx both parties must serve on each other copies of the signed statements of themselves and of all witnesses on whom they intend to rely in respect of breach of duty and causation and all notices relating to evidence, including Civil Evidence Act notices.
  - b) For the avoidance of doubt statements of all concerned with the relevant treatment and care of the Claimant must be included.
  - c) By 4pm on xxxx both parties must serve on each other copies of the signed statements of themselves and of all witnesses on whom they intend to rely in respect of condition, prognosis and loss and all notices relating to evidence, including Civil Evidence Act notices.
  - d) Oral evidence will not be permitted at trial from a witness whose statement has not been served in accordance with this order or has been served late, except with permission from the Court.
  - e) Evidence of fact is limited to xx witnesses on behalf of each party.
  - f) Witness statements must not exceed xx pages of A4 in length.
- 6) Expert evidence is directed as follows.
- 7) The parties have permission in respect of breach of duty and causation and quantification of damages to rely on the jointly instructed written evidence of an expert xxxx
- a) By xxxx the expert should be agreed and instructed, and if no expert has been instructed by that date the Claimant must apply to court by 4pm the following day for further directions.
  - b) By xxxx the expert will report to the instructing parties.
  - c) By xxxx the parties may put written questions to the expert.



- d) By xxxx the expert will reply to the questions.
  - e) A copy of this order must be served on the expert by the Claimant with the expert's instructions.
  - f) A party seeking to call the expert to give oral evidence at trial must apply for permission to do so before pre-trial check lists are filed.
  - g) Unless the parties agree in writing or the Court orders otherwise, the fees and expenses of the expert shall be paid by the parties giving instructions for the report equally.
- 8) In respect of breach of duty and causation the parties each have permission to rely on the following written expert evidence:
- a) The Claimant:
    - i) an expert in xxxx, namely Mr A, whose report must be served by xxxx.
    - ii) an expert in xxxx, namely Dr B, whose report must be served by xxxx.
    - iii) an expert in xxxx, namely Ms C, whose report must be served by xxxx
  - b) The Defendant:
    - i) an expert xxxx, namely Mr AA, whose report must be served by xxxx.
    - ii) an expert xxxx, namely Mr BB, whose report must be served by xxxx.
    - iii) an expert xxxx, namely Ms CC, whose report must be served by xxxx.
- 9) In respect of condition, prognosis and quantification of damages the parties (the Defendants acting jointly) each have permission to rely on the following written expert evidence:
- a) The Claimant:
    - i) an expert in xxxx, namely Mr A, whose report must be served by xxxx.
    - ii) an expert in xxxx, namely Dr B, whose report must be served by xxxx.
    - iii) an expert in xxxx, namely Ms C, whose report must be served by xxxx.
  - b) The Defendant:
    - i) an expert in xxxx, namely Mr AA, whose report must be served by xxxx.
    - ii) an expert in xxxx, namely Mr BB, whose report must be served by xxxx.
    - iii) an expert in xxxx, namely Ms CC, whose report must be served by xxxx.
- 10) Unless the reports are agreed, there must be a without prejudice discussion between the experts of like discipline by 4pm on xxxx in which the experts will identify the issues between them and reach agreement if possible. The experts will prepare for the court and sign a statement of the issues on which they agree and on which they disagree with a summary of their reasons in accordance with Rule 35.12 Civil Procedure Rules, and

each statement must be sent to the parties to be received by 4pm on xxxx and in any event no later than 7 days after the discussion.

- 11) Unless otherwise agreed by all parties' solicitors, after consulting with the experts, a draft Agenda which directs the experts to the remaining issues relevant to the experts' discipline, as identified in the statements of case shall be prepared jointly by the Claimant's solicitors and experts and sent to the Defendant's solicitors for comment at least 35 days before the agreed date for the experts' discussions.
- 12) The Defendants shall within 21 days of receipt agree the Agenda, or propose amendments.
- 13) A copy of this order must be served on each expert with the expert's instructions.
- 14) The parties have permission to call oral evidence of the experts in xxxx limited to issues remaining in dispute between experts of like discipline.
- 15) Any unpublished literature upon which any expert witness proposes to rely must be served at the same time as service of his report together with a list of published literature. Any supplementary literature upon which any expert witness relies must be notified to all parties at least one month before trial. No expert witness may rely upon any publications that have not been disclosed in accordance with this order without the permission of the trial judge subject to costs as appropriate.
- 16) Experts will, at the time of producing their reports, incorporate details of any employment or activity which raises a possible conflict of interest.
- 17) For the avoidance of doubt, experts do not require the authorisation of solicitor or counsel before signing a joint statement.
- 18) If an expert radically alters an opinion previously recorded, the joint statement should include a note or addendum by that expert explaining the change of opinion.
- 19) Schedules of Loss must be updated as follows:
  - a) By 4pm on xxxx the Claimant must send an up to date schedule of loss to the Defendant.
  - b) By 4pm on xxxx the Defendant, in the event of challenge, must send an up to date counter-schedule of loss to the Claimant.
  - c) The schedule and counter-schedule must contain a statement setting out that party's case on the issue of periodical payments pursuant to Rule 41.5 Civil Procedure Rules.
- 20) The trial will be listed as follows.
  - a) The trial window is between xxxx and xxxx inclusive.
  - b) The estimated length of trial is xx day s.
  - c) By 4pm on xxxx the parties must file with the court their availability for trial, preferably agreed and with a nominated single point of contact. They will be notified of the time and place of trial.
  - d) By 4pm on xxxx pre-trial check lists must be sent to the court.
- 21) Pre-trial directions are as follows:

- a) There will be a pre-trial review 4 weeks before the trial window starts with a time estimate of 30 minutes.
  - b) The pre-trial review will be conducted by telephone, unless the court orders otherwise. The Claimant must make the relevant arrangements in accordance with Practice Direction 23A Civil Procedure Rules.
  - c) At least 3 clear days before the case management conference the Claimant must file and send to the Defendant preferably agreed and by email:
    - i) any draft directions;
    - ii) a case summary.
- 22) Not more than 7 nor less than 3 clear days before the trial, the Claimant must file at court and serve an indexed and paginated bundle of documents which complies with the requirements of Rule 39.5 Civil Procedure Rules and Practice Direction 32 paragraph 27. The parties must endeavour to agree the contents of the bundle before it is filed. The bundle will include a case summary and a chronology.
- 23) The parties must file with the court and exchange skeleton arguments at least three days before the trial, by email.
- 24) Costs in the case.

**Claim No. { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name \\*  
UPPER}

BEFORE [insert name]

DATED: [insert date]

BETWEEN:

{ MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }

**Claimant**

and

{ IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{  
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**Defendant**

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**DRAFT  
DIRECTIONS ORDER**

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"}{ MERGEFIELD "PRACTICEINFO\_HOUSE" \f"  
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"PRACTICEINFO\_POSTCODE" }  
  
{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID"  
}{ MERGEFIELD "client\_no" }{ MERGEFIELD  
"matter\_no" }



# **Draft Client Statement**

Filed on behalf of the Claimant

Number of witness statement: First

Date: *[insert date]*

Exhibits: *[insert number]* to *[insert number]*

**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* Upper}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
**Claimant**  
and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
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"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Defendant**

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WITNESS STATEMENT OF

{ MERGEFIELD "LINKNAME\_TITLE\_1" \\* UPPER} { MERGEFIELD "LINKNAME\_FORENAME\_1" \\*  
UPPER} { MERGEFIELD "LINKNAME\_SURNAME\_1" \\* UPPER}

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I { MERGEFIELD LINKNAME\_FORENAME\_1 \\* UPPER} { MERGEFIELD LINKNAME\_SURNAME\_1  
\\* UPPER} of { MERGEFIELD CALCULATION\_ADDRESS \\* UPPER} WILL SAY AS FOLLOWS:

- 1 The facts and matters set out in this witness statement are within my own knowledge unless otherwise stated, and I believe them to be true.
- 2 This witness statement was prepared on my behalf by { MERGEFIELD "CALCULATION\_FEE\_EARNER\_DESCRIPTION" } { MERGEFIELD "CALCULATION\_STATUS\_DESCRIPTION" } following discussions [in person OR over the telephone OR *[insert other form of communication]*].
- 3 I am the claimant and I make this witness statement in support of my claim for [ ]
- 4 The injuries I suffered were as follows:
- 5 *[insert text]*
- 6 *[insert text]*

**Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:.....

Print name:.....

Date:.....



**Claim No. { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\* UPPER}

BETWEEN:

{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }  
Claimant

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" { MERGEFIELD  
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"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD "FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" } " }  
Defendant

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WITNESS STATEMENT OF

{ MERGEFIELD "LINKNAME\_FORENAME\_1" \\* UPPER } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" \\* UPPER}

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{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }  
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" { MERGEFIELD "PRACTICEINFO\_AREA" \f "  
" { MERGEFIELD "PRACTICEINFO\_POSTAL\_TOWN" \f "  
" { MERGEFIELD "PRACTICEINFO\_COUNTY" \f "  
" { MERGEFIELD "PRACTICEINFO\_POSTCODE" }

{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID" } { MERGEFIELD "client\_no" } { MERGEFIELD  
"matter\_no" }

**Defendant Sol Exch Stat(s) Cond,**

# Prog and Loss

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

Your Ref: { MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_RF }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_title } { MERGEFIELD  
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{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_name }  
{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_address }

Dear Sirs

**Your Client:** { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
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FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD  
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FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }

**Our Client:** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }

Please find enclosed statements relating to Condition, Prognosis and Loss in accordance  
with the Directions Order Dated { ASK dopdate "Enter the date of the Directions Order." } {  
REF dopdate \@ "d MMMM yyyy" \\* MERGEFORMAT }. We should be grateful if you would  
kindly confirm safe receipt.

We look forward to receiving your statements in exchange. OR We confirm we have  
received your statements in exchange.

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

# **Directions Order - Fast-Track**

**Claim No.** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }.

IN THE COUNTY COURT AT { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name \\*  
UPPER}

BETWEEN:

{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }

**Claimant**

and

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }

**Defendant**

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[Draft]

Fast track standard directions

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#### **Further statements of case**

The [claimant OR defendant OR other party] must file a [*name of statement of case*] and serve a copy on the [claimant OR defendant OR other party] no later than [*time and calendar date*].

#### **Requests for further information**

Any request for clarification or further information based on another party's statement of case shall be served no later than [*time and calendar date*].

[Any such request shall be dealt with no later than [*time and calendar date*].]

#### **Disclosure of documents**

[No disclosure of documents is required.

OR

[Each party OR The [claimant OR defendant OR other party]] shall give to the [claimant OR defendant OR every other party] standard disclosure of documents [relating to [*identify relevant issue(s)*]] by serving copies together with a disclosure statement no later than [*time and calendar date*].

Disclosure shall take place as follows:

[Each party shall give standard disclosure to every other party by list OR Disclosure is limited to [standard] disclosure by the [*name of party/ies*] to the [*name of party/ies*] of [documents relating to damage OR the following documents [*identify relevant document(s) or category/ies of document(s)*]].

The latest date for delivery of the lists is [*time and calendar date*].

The latest date for service of any request to inspect or for a copy of a document is [*time and calendar date*].]

### **Witnesses of fact**

Each party shall serve on every other party the witness statements of all witnesses of fact on whom they intend to rely.

There shall be simultaneous exchange of such statements no later than [*time and calendar date*].

### **Expert evidence**

[No expert evidence being necessary, no party has permission to call or rely on expert evidence.

OR

[On it appearing to the court that expert evidence is necessary on the issue of [*identify relevant issue(s)*] and that that evidence should be given by the report of a single expert instructed jointly by the parties, the [claimant OR defendant OR other party] shall no later than [*time and calendar date*] inform the court whether or not such an expert has been instructed. OR The expert evidence on the issue of [*identify issue*] shall be limited to a single expert jointly instructed by the parties.]

If the parties cannot agree by [*time and calendar date*] who that expert is to be and about the payment of their fees, either party may apply for further directions.

Unless the parties agree in writing or the court orders otherwise, the fees and expenses of such an expert shall be paid to them by [the parties equally OR the claimant][the defendant OR other party OR some combination of the parties] and be limited to £ [*amount*].

The report of the expert shall be filed at the court no later than [*time and calendar date*].

No party shall be entitled to recover by way of costs from any other party more than £ [*amount*] for the fees or expenses of an expert.

The parties shall exchange reports setting out the substance of any expert evidence on which they intend to rely.

[The exchange shall take place simultaneously no later than [*time and calendar date*] OR The [claimant's expert OR defendant's expert OR other party's expert] shall serve their report(s) no later than [*time and calendar date*] and the [defendant's expert OR claimant's expert OR other party's expert] shall serve their report(s) no later than [*time and calendar date*]. OR The exchange of reports relating to [causation OR [*identify relevant issue(s)*]] shall take place simultaneously no later than [*time and calendar date*] OR The [claimant's expert OR defendant's expert OR other party's expert] shall serve their report(s) relating to [damage OR [*identify relevant issue(s)*]] no later than [*time and calendar date*] and the [claimant's expert OR defendant's expert OR other party's expert] shall serve their report(s) relating to it no later than [*time and calendar date*].]

Reports shall be agreed if possible no later than [[*time and calendar date*] OR [*no of*] days after service].

If the reports are not agreed within that time, there shall be a without prejudice discussion between the relevant experts no later than [*calendar date*] to identify the issues between them and to reach agreement if possible.

The experts shall prepare for the court a statement of the issues on which they agree and on which they disagree with a summary of their reasons, and that statement shall be filed with the court [no later than [*calendar date*] OR with the pre-trial check list OR no later than the date for filing the pre-trial check list].

[Each party has permission to use [*name(s) of witness(es)*] as expert witness(es) to give [oral] evidence [in the form of a report] at the trial in the field of [*identify relevant field(s) of expertise*] provided that the substance of the evidence to be given has been disclosed as above and has not been agreed. OR Each party has permission to use in evidence experts' report(s) [and the court will consider when the claim is listed for trial whether expert oral evidence will be allowed].]

No party shall be entitled to recover by way of costs from any other party more than £ [*amount*] for the fees or expenses of an expert.]

### **Questions to experts**

The time for service on another party of any question addressed to an expert instructed by that party is not later than [*number of*] days after service of that expert's report.

Any such question shall be answered within [*number of*] days of service.

### **Requests for information etc**

Each party shall serve any request for clarification or further information based on any document disclosed or statement served by another party no later than [*number of*] days after disclosure or service.

Any such request shall be dealt with within [*number of*] days of service.

### **Documents to be filed with pre-trial check lists**

The parties must file with their pre-trial check lists copies of [their experts' reports] [witness statements] [replies to requests for further information].

### **Dates for filing pre-trial checklists and the trial**

Each party must file a completed pre-trial check list no later than [*time and calendar date*].

The trial of this case will take place [on [*calendar date*] OR on a date to be fixed between [*calendar date*] and [*calendar date*]].

### **Directions following filing of pre-trial checklist**

#### **Expert evidence**

The parties have permission to rely at the trial on expert evidence as follows:

The claimant:

Oral evidence—[*insert detail*]

Written evidence—[*insert detail*]

The defendant:



Oral evidence—*[insert detail]*

Written evidence—*[insert detail]*

### **Trial timetable**

The time allowed for the trial is *[insert trial estimate]*.

[The timetable for the trial may be agreed by the parties, subject to the approval of the trial judge.

OR

The timetable for the trial (subject to the approval of the trial judge) will be that *[insert detail].]*

[The evidence in chief for each party will be contained in witness statements and reports, the time allowed for cross-examination by the defendant is limited to *[number of [hours OR half-hours]]* and the time allowed for cross-examination by the claimant is limited to *[number of [hours OR half-hours]]*.]

[The time allowed for the claimant's evidence is *[number of [hours OR half-hours]]*. The time allowed for the defendant's evidence is *[number of [hours OR half-hours]]*.]

The time allowed for the submissions on behalf of each party is *[number of [hours OR half-hours]]*.

The remainder of the time allowed for the trial (being *[balance of trial estimate less the times referred to above]*) is reserved for the judge to consider and give the judgment and to deal with costs.

### **Trial bundle etc**

The claimant shall lodge an indexed bundle of documents contained in a ring binder and with each page clearly numbered at the court not more than seven days and not less than three days before the start of the trial.

[A case summary (which should not exceed 250 words) outlining the matters still in issue, and referring where appropriate to the relevant documents, shall be included in the bundle for the assistance of the judge in reading the papers before the trial.]

[The parties shall seek to agree the contents of the trial bundle and the case summary.]

### **Settlement**

**Each party must inform the court immediately if the claim is settled whether or not it is then possible to file a draft consent order to give effect to their agreement.**



**Claim No. { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }**

THE COUNTY COURT AT { MERGEFIELD  
FW\_CN\_COURT\_FW\_CN\_COURT\_name \\*  
UPPER}

BEFORE [insert name]

DATED: [insert date]

BETWEEN:

{ MERGEFIELD "LINKNAME\_TITLE\_1" } {  
MERGEFIELD "LINKNAME\_FORENAME\_1" } {  
MERGEFIELD "LINKNAME\_SURNAME\_1" }

**Claimant**

and

{ IF { MERGEFIELD  
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**Defendant**

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**[Draft]**

**Fast track standard directions**

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{ MERGEFIELD "MATTER\_FEE\_EARNER\_ID"  
}{ MERGEFIELD "client\_no" }{ MERGEFIELD  
"matter\_no" }

**Defendant Sol Exch Stat(s) BoD**

**and Causation**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

Your Ref: { MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_RF }

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{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_title } { MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_initials } { MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_CT\_surname }  
{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_name }  
{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_address }

Dear Sirs

**Your Client:** { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TITLE } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME } { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME }" "{ MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" }

**Our Client:** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD LINKNAME\_SURNAME\_1 }

Please find enclosed statements relating to Breach of Duty and Causation in accordance with the Directions Order Dated { ASK dopdate "Enter the date of the Directions Order." } { REF dopdate \@ "d MMMM yyyy" \\* MERGEFORMAT }. We should be grateful if you would kindly confirm safe receipt.

We look forward to receiving your statements in exchange. OR We confirm we have received your statements in exchange.

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Defendant 1 - Enclosing Directions**

# Questionnaire



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{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_address }

Dear Sirs

**Your Client:** { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
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**Our Client:** { MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD  
LINKNAME\_FORENAME\_1 } { MERGEFIELD  
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LINKNAME\_SURNAME\_1 }

Please find enclosed copy of my client's direction questionnaire filed with the courts today.

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely"  
"Yours Faithfully" }

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
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## **Defendant 1 - Enclosing List of**

# Documents

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

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{ MERGEFIELD FW\_CN\_D\_SOL\_INS\_FW\_CN\_D1\_SOL\_OR\_address }

Dear Sirs

**Your Client:** { IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "{  
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LINKNAME\_FORENAME\_1 } { MERGEFIELD  
CLI1\_ADD\_INFO\_FW\_CLI1\_MNAME } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }

We enclose, by way of service, the Claimant's list of documents.

In anticipation of a request for inspection, we enclose copies of the documents numbered in  
the first part of the Claimant's list.

Kindly acknowledge safe receipt.

{ IF { MERGEFIELD FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } = "" "Yours Sincerely" "  
Yours Faithfully" }

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# **Client Care Letter**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_INITIALS\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" } { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD }" "{ MERGEFIELD CALCULATION\_ADDRESS }" }

Dear { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "{ MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE } { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME }" "{ IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_SAL } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_SAL }" }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Thank you for instructing the firm to act for you in respect of the above claim. This letter explains the basis on which we will carry out all the work on your file.

### **Responsibility for the Work**

I, { MERGEFIELD "CALCULATION\_FEE\_EARNER\_DESCRIPTION" }, am responsible for your file. I am a solicitor specializing in personal injury and clinical negligence claims and will be responsible for the majority of the work undertaken. The person with overall supervision of the matter is { MERGEFIELD CALCULATION\_EXECUTIVE\_NAME }.

***YOUR CLIENT CARE DETAILS HERE***

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **Client Rep - Child Patient Letter**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_INITIA" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_ADD" }

Dear { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_TITLE" } { MERGEFIELD "FW\_CN\_CLI\_INFO\_FW\_CN\_LF\_SNAME" }

**Re: { MERGEFIELD MATTER\_MATTER\_DESCRIPTION }**

Thank you for your instructions to act for you in respect of { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }'s medical negligence claim.

This letter explains the basis on which we will carry out all the work in relation to { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s case. As the parent/guardian of { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }, { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "a minor " "" } unless we hear from you to the contrary, we assume that you will be { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } nominated 'litigation friend' and will be responsible for providing instructions in relation to { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s case.

A litigation friend is also responsible for any costs which may be payable by a minor or patient should a cost order be awarded against the minor/patient. However, a minor/patient is usually entitled to public funding, and under the relevant statutes, if a court is considering whether or not to make a cost order against a legally aided party, (s)he must look at the legally aided party's financial circumstances. As public funding is granted to those without their own financial resources, it is most unlikely that a court will require the legally aided party to pay costs.

**Legal Help**

In light of the information you have provided, we assessed { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s eligibility for Legal Help. { IF { MERGEFIELD FW\_CN\_CLI\_INFO\_FW\_CN\_CLI\_LIT } = "Yes" "As a minor" "" }, { MERGEFIELD "LINKNAME\_FORENAME\_1" } qualifies for this preliminary form of funding. As { MERGEFIELD "LINKNAME\_FORENAME\_1" } qualifies we will be able to do work up to the value of £249 plus VAT on { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s behalf.

These figures allow us to meet with you and others, travel when necessary, consider, prepare and work on papers, enter into and consider incoming correspondence, make and

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receive telephone calls on your behalf, consider any issues which arise and keep you informed of matter. However, it is not possible for us to attend Court on your behalf.

In extenuating circumstances, if further work is required, we may be able to apply for an extension of this financial limit to a maximum of £500.00 plus VAT, but if it is refused, it will be your responsibility to cover the cost of the additional work requested by you which exceeds the existing limit. If we do not recover costs from your opponent but { MERGEFIELD "LINKNAME\_FORENAME\_1" } recovers compensation or property, these costs may be repayable to the Legal Aid Agency by { MERGEFIELD "LINKNAME\_FORENAME\_1" } from damages received.

The Legal Aid Agency which provides Legal Help funding will pay your legal costs as follows:

- £47.80 per hour for attendance upon individuals and documentation and preparation;
- £37.50 per hour for telephone calls and letters.
- £26.80 for travelling and waiting.

Our charges are calculated mainly by reference to the amount of time that we spend on a matter.

Routine letters that we write and routine telephone calls that we make and receive will be charged as units of 1/10<sup>th</sup> of an hour. Other letters and calls will be charged on a time basis.

We will add VAT to our charges at the rate that applies when the work is done. VAT is 20% at present.

Please note that unnecessary telephone calls received or made at your request have the potential to eat into the funding before initial investigations/work has been finalized.

### **CLS Funding certificates for Legal Representation**

If you apply for a Funding certificate on behalf of { MERGEFIELD "LINKNAME\_FORENAME\_1" }, your application forms will be submitted to the Legal Aid Agency but it may take them 3-4 weeks to deal with your application. If they calculate that { MERGEFIELD "LINKNAME\_FORENAME\_1" } is financially eligible for a Funding certificate they will then look at the chances of { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s case succeeding and the likelihood of the opponent being able to pay { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } legal costs. The Legal Aid Agency will notify you of their decision and can issue a Funding Certificate, an Offer of Funding or refuse { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s application. In the latter case you can appeal against their decision, if appropriate

### **Financial Changes and Discharge of Funding Certificates**

If and when { MERGEFIELD "LINKNAME\_FORENAME\_1" } is granted a Funding certificate you have a duty to disclose any changes in { MERGEFIELD LINKNAME\_FORENAME\_1 }'s circumstances, including a change of address or financial circumstances. If there is any increase in { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s finances during the time { MERGEFIELD "LINKNAME\_FORENAME\_1" } is in receipt of Funding, this may affect the amount of any contribution that has to be paid towards the costs of { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s case. As soon as there is any change in { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s circumstances you should inform us and notify the Legal Aid Agency. If { MERGEFIELD "LINKNAME\_FORENAME\_1" } becomes financially ineligible

for Funding { MERGEFIELD LINKNAME\_FORENAME\_1 } certificate will be discharged. { MERGEFIELD "LINKNAME\_FORENAME\_1" } may be asked to make a contribution towards the costs incurred by the Legal Aid Agency up to the date of discharge of your certificate. However, as a minor, this is most unlikely unless { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } has, for example, money settled in a trust. The Legal Aid Agency can also discharge { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s Funding Certificate if our investigations show that it is unlikely that { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } claim for compensation will be successful. The Legal Aid Agency will pay the costs incurred by us, { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s experts and Counsel until the date the certificate is discharged but you will be responsible for paying for any additional work after that date.

### **Funding Contributions and Revocation of Funding Certificates**

You may be required to pay a monthly contribution towards the costs of the case in which case the Legal Aid Agency will send you an Offer of Funding setting out the amount you have to pay. We cannot start work on { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s case, under the terms of the Certificate, until you accept the offer and start to make payments in accordance with that offer. The Legal Aid Agency will then issue a Funding Certificate. Again, it is highly unlikely that a contribution will be payable on { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s certificate. If { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s income or capital position changes you should inform us and notify the Legal Aid Agency who will re-assess your contribution. Failure to keep up to date with payment of contributions may result in { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s Funding Certificate being revoked or cancelled and you may have to pay all or some of the costs incurred by us, your experts and Counsel up to the date your certificate was cancelled. You would lose all contributions paid to the Legal Aid Agency. Funding contributions are payable throughout the entirety of your case and have to be paid even after the work we do on your behalf has been completed. If you cannot afford the contributions you should notify the Legal Aid Agency immediately. The Legal Aid Agency can also revoke or cancel your Funding Certificate if you provide them with false information about your financial resources or you do not co-operate with them or us by providing requested information. As you may be asked to repay { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s costs in full it is important that you keep in touch with us and do not abandon your case without discussing the implications with us.

If { MERGEFIELD "LINKNAME\_FORENAME\_1" } is successful and recovers compensation and legal commission will repay to { MERGEFIELD "LINKNAME\_FORENAME\_1" } some or all of the contributions which have been paid on { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } behalf. As noted above, it is extremely unlikely that { MERGEFIELD "LINKNAME\_FORENAME\_1" } will be required to pay a contribution.

### **The Statutory Charge**

The Legal Aid Agency has a charge over any money or property that is recovered or preserved as a result of a case for which { MERGEFIELD "LINKNAME\_FORENAME\_1" } has a Funding Certificate, whether by settlement or court order.

This means that we cannot release { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s compensation immediately and the compensation will be put on deposit pending payment of { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s legal costs. If the opponent pays { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s costs in full, the compensation, plus

interest, will be released. If { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s costs are not paid in full by { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } opponent, the Legal Aid Agency may ask for re-payment of some or all of { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s legal costs from the compensation.

If { MERGEFIELD "LINKNAME\_FORENAME\_1" } wins { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } case the opponent may not be ordered to pay the full amount of { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s costs because, for example:

A medical report was obtained, because it was not favorable to { MERGEFIELD "LINKNAME\_FORENAME\_1" }, it was not disclosed to the opponent;

The court considers that too much time was spent on { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s file because we were required to attend upon you too often for too long;

There was more than one opponent involved in the case but only one of them is ordered to pay { MERGEFIELD "LINKNAME\_FORENAME\_1" } compensation and costs, and { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s compensation may be used to pay the costs of the additional opponents against whom you were unsuccessful. In some cases your opponent may not be capable of paying the costs they have been ordered to pay to you.

The court will decide whether or not these costs should be paid by the opponent and if not, whether they can be deducted from { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s compensation. This procedure is called detailed assessment and may take 6 months.

### **Losing your case**

If { MERGEFIELD "LINKNAME\_FORENAME\_1" } loses { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } case, the court may order payment of the opponent's costs, even though all or some of { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s costs will be paid by the Legal Aid Agency. The amount to be paid towards the opponent's costs will depend upon whether or not { MERGEFIELD "LINKNAME\_FORENAME\_1" } has had to pay a contribution towards { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } own costs. Usually { MERGEFIELD "LINKNAME\_FORENAME\_1" } will only be ordered to pay an amount equal to the contribution { MERGEFIELD "LINKNAME\_FORENAME\_1" } has made towards { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } own legal costs. Costs in excess of this will only be payable if { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s opponent returns to court and shows that { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "his" "her" } financial position has altered and { IF { MERGEFIELD CLI1\_ADD\_INFO\_FW\_CLI1\_GENDER } = "Male" "he" "she" } can now afford to pay all their costs.

In these circumstances { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s costs will be paid by the Legal Aid Agency. Because of the Statutory Charge we shall try to keep the costs to a minimum. Whilst it is difficult to give a precise figure for the likely cost of pursuing an action such at this stage, we would estimate that they should be in the region of £{ MERGEFIELD FW\_CN\_COSTS\_FW\_CN\_COST\_EST }. Costs vary depending upon the amount of work we have to carry out in each case but are likely to be a lower figure if the case is settled quickly without a court hearing involving experts and Counsel.

We will update our estimate of costs every 6 months and at the same time give you an indication of the costs already incurred.

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We should point out to you that although we have a duty to act in { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s best interests, we also have a duty to the Legal Aid Agency to ensure that public money is not wasted. We must inform them if { MERGEFIELD "LINKNAME\_FORENAME\_1" }'s case is weak or if you unreasonably refuse offers of settlement.

Yours sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }**  
**{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }**

# **Court – Enclosing Directions**

# Questionnaire

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d MMMM yyyy"} }

{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
{ MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_address }

Dear Sirs

**Re:** { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 } v { IF { MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name } <> "" "{ MERGEFIELD  
FW\_CN\_DEF1\_FW\_CN\_D1\_TRUST\_name }" "{ MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_FNAME" } { MERGEFIELD  
"FW\_CN\_DEF1\_FW\_CN\_D1\_SNAME" }" }  
**Court:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_COURT\_name }  
**Claim No:** { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_CL\_NO }

Please find enclosed directions questionnaire and enclosures for filing on behalf of my client,  
{ MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" }.

{ IF { MERGEFIELD FW\_CN\_COURT\_FW\_CN\_CT\_HWF } = "Yes" "I also enclose form  
EX160 [and relevant fee]." "I enclose the relevant fee." }

Yours Faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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# **BMA Law Society Consent Form**

# BMA/The Law Society consent form

Consent form (Releasing health records under the General Data Protection Regulation and the Data Protection Act 2018)

## Your health records

Your health records typically contain information from almost all consultations and contacts you have had with health professionals in the practice and information sent to the practice about you from others, such as hospital letters.

The information they contain usually includes:

- why you saw a health professional;
- details of clinical findings and diagnoses, investigations, tests and scans;
- any options or recommendations for care and treatment the health professional discussed with you;
- the decisions made about your care and treatment, including evidence that you agreed; and
- details of actions health professionals have taken and the outcomes.

## Why your records are needed and what may happen to them

If you are making, or considering making, a legal claim for compensation related to an injury to your health, your solicitor will likely need to see copies of all your GP records. They will also need any hospital records made in connection with the incident and others that may be relevant. This is to enable the solicitor to understand the incident and your injury and give you legal advice on the merits and value of your claim.

If you decide to go ahead with your claim, your solicitor may advise that it is sensible (or that it may be necessary) to give copies of your records to:

- the expert whom your solicitor or agent instructs to produce a medical report as evidence for the case;
- the insurance company for the person or body you are making a claim against;
- the person or the body you are making a claim against and/or their solicitors;
- any insurance company or other organisation paying or providing an indemnity for your legal costs; and
- any other person (such as a barrister) or body (such as the court) officially involved with the claim.

Once you start your claim, the court can order you to give copies of your health records to the solicitor of the person you are making a claim against so he or she can see if any of the information in your records can be used to defend his or her client. The solicitor of the person or body you are making the claim against will likely show your records to their client in the normal course of advising them and may show them to others too (such as a barrister or medical expert). If the person you are making the claim against does not have a legal representative the court can order you to give copies to them directly.

You do not have to give permission for your health records to be obtained and disclosed in your case but if you don't, it is unlikely that your claim will be able to proceed if the medical records are crucial evidence in your claim. The court may not let you go ahead with your claim and your solicitor may be unable to continue to represent you.

If there is very sensitive information in the records that is not connected to the claim you should tell your solicitor. They will then consider whether this information may be relevant and needs to be disclosed in the case. Your solicitor can advise you on this and if appropriate may advise you to discuss the matter with your medical practitioner.

## Important

By signing this form, you are agreeing to the health professional, hospital and others named on this form releasing copies of your health records to your solicitor or agent. During the process your records may be seen by people who are not health professionals, but they will keep the information confidential.

## Part a – your details and those of your health professionals and your solicitors or agents

---

Your full name (and any other names by which you have been known):

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Your address:

---

Date of birth:

---

NHS number (if known):

---

Hospital number (if known):

---

Date of incident:

---

Solicitor's or agent's name and address:

---

GP's name and address (and phone number if known):

---

Ambulance Service used (if any):

---

Name (and address if known) of the hospital(s) you attended in relation to this incident:

---

If you have seen any other person or organisation about your injuries (for example, a physiotherapist) or have had any investigations (for example, X-rays):

---

## Part b – your declaration and signature

I have read this form and fully understand the contents

### To health professionals

I understand that filling in and signing this form gives you permission to give copies of all my health records including complete GP records, and any hospital records relating to this incident, to my solicitor or agent whose details are given below.

Please give my solicitor or agent copies of my health records, in line with the Data Protection Act 2018, within 30 days.

Your signature:

Date

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

## Part c – your solicitor’s or agent’s declaration and signature

Before you ask your client to fill in and sign this form you should ask your client to read the notes above. You should explain that signing this form will permit release of his or her complete health records and how the information in them may be used. You should explain that this form only applies to the release of the medical record to you and that separate consent will be obtained for any onward disclosures which are required.

If your client is not capable of giving his or her permission in this form, it may be possible for someone to give consent and sign it on their behalf, for example:

- your client’s litigation friend;
- someone who has enduring/lasting power of attorney to act for your client; or
- your client’s deputy appointed by the Court of Protection.

You must only use health records for specific purposes that your client has agreed to in advance.

Under the General Data Protection Regulation and Data Protection Act 2018 you have responsibilities relating to sensitive information. The entire health record should not be revealed without the client’s permission and you should not keep health records for any longer than is necessary for agreed-to purposes. You should return copies of health records to the client at the end of the claim if they want them. If they do not want them, you will be responsible for confidentially destroying them.

### To health professionals

I have told my client the implications of giving me access to his or her health records. I confirm that I need the full records in this case.

Solicitor’s or agent’s  
signature:

Date

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

## Notes for the medical records controller

This form shows your patient’s permission for you to give copies of his or her complete record, and any hospital and other records relating to this incident, to his or her solicitor or agent.

You must give the solicitor or agent copies of these health records unless any of the exemptions set out in Schedules 3 and 4 of the Data Protection Act 2018 apply. The main exemptions are that you must not release information that:

- is likely to cause serious physical or mental harm to the patient or another person; or
- relates to someone who would normally need to give their permission (where that person is not a health professional who has cared for the patient).

Your patient’s permission for you to release information is valid only if that patient understands the consequences of his or her records being released, and how the information will be used. The solicitor or agent named on this form must explain these issues to the patient. If you have any doubt about whether this has happened, you should contact the solicitor or agent, or your patient.

This form does not contain a comprehensive statement of solicitors’ or health professionals’ obligations under the relevant data protection legislation. If you are in any doubt about your legal obligations, seek advice.

The BMA publishes detailed guidance for doctors on giving access to health records. You can view that guidance by visiting: [www.bma.org.uk/ethics](http://www.bma.org.uk/ethics).

This form is published by the Law Society and British Medical Association. (3rd edition, October 2018).