

IN THE { MERGEFIELD TK\_PICOURTDETS tkCIVILCRT\_name }  
CLAIM NUMBER: { MERGEFIELD TK\_PICOURTDETS tkCLAIMNO }

B E T W E E N : -

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

Claimant

- and -

{ IF { MERGEFIELD TK\_PIDEF1DETAIL\_tkDEF1CONAME } = "" "{ MERGEFIELD  
TK\_PIDEF1DETAIL\_tkDEF1FORENAME } { MERGEFIELD  
TK\_PIDEF1DETAIL\_tkDEF1SURNAME }" "{ MERGEFIELD  
TK\_PIDEF1DETAIL\_tkDEF1CONAME }" }

Defendant

### THE CLAIMANT'S SCHEDULE OF COSTS WITHOUT PREJUDICE

OUR REF: { MERGEFIELD "MATTER\_FEE\_EARNER\_ID" }/{ MERGEFIELD "Client\_No"  
}/{ MERGEFIELD "Matter\_No" }

HOURLY RATE: \*\*\*

LETTERS OUT: \*\*\*

TELEPHONE ATTENDANCES: \*\*\*

Our professional charges in acting on behalf of { MERGEFIELD "LINKNAME\_TITLE\_1"  
} { MERGEFIELD "LINKNAME\_FORENAME\_1" } { MERGEFIELD  
"LINKNAME\_SURNAME\_1" }.

On { MERGEFIELD TK\_ACCDETS\_tkACCDATE \@ "d" \\*Ordinal } { MERGEFIELD  
TK\_ACCDETS\_tkACCDATE \@ "MMMM yyyy" } { MERGEFIELD "LINKNAME\_TITLE\_1" }  
{ MERGEFIELD "LINKNAME\_SURNAME\_1" } sustained a { MERGEFIELD  
TK\_PIINJMEDDETS\_TK\_INJURIES } as a result of an accident at { MERGEFIELD  
TK\_ACCDETS\_tkACCLCATION }. The claimant averred that the defendant was  
negligent and in breach of a statutory duty for ..... { MERGEFIELD  
TK\_PIADDCLMDETS\_tkLEGAL\_BASES }.

{ IF { MERGEFIELD TK\_PIDEF1DETAIL\_tkDEF1LIABADM } = "No" "Liability was not in  
issue between the parties with the only issue causation and quantum of damages.

" "Liability was vigorously contested between the parties.

" }

{ IF { MERGEFIELD TK\_PICOURTDETS tkDATEISSUE } <> "" "The claimant brought  
proceedings in the { MERGEFIELD TK\_PICOURTDETS tkCIVILCRT\_name } and  
served the same on or about \*\*. Both parties filed allocation questionnaires and the  
matter was subsequently settled for the sum of £\*\*" "The matter was finally settled pre-  
proceedings after various Part 36 Offers in the sum of £\*\* " }.

The costs breakdown provided gives a summary of the work entailed by the Claimant's

Solicitors to the date of settlement and is provided " without prejudice" to a formal Bill of Costs which may be required should the matter in relation to costs proceed to Detailed Assessment.

The costs summarised below are reflective of the following and include the following:

All attendances with client, telephone attendance and consideration of client's instructions in order to advise on all legal aspects of the claim including that of liability, special damages and medical causation. To include reviewing the medical evidence in order to advise the client and the potential issues in relation to causation.

All Letters delivered to various parties to further the Action (including E-mail and facsimile transmissions), telephone attendances with all parties including witnesses, medical experts, GP, relevant medical authorities, client's Insurers, Defendant, Third Party Insurers; Solicitors, if any instructed.

The time engaged includes all file reviews, diary notes and entries, consideration, and contemplation of the file, attending to and preparation of documents (including legal documentation and appropriate Schedules) together with collation of documents, attendance notes, dictation time, research into quantum including Kemp, Current Law and JSB Guidelines, all negotiations in relation to settlement.

{ MERGEFIELD "CALCULATION\_FEE\_EARNER\_DESCRIPTION" }, solicitor, had the overall conduct of this matter; s/he is a Grade A fee earner. { IF { MERGEFIELD "TK\_PICLIENINFO\_tkTYPEFUNDING" } = "CFA" " The claim was undertaken on a conditional fee basis { IF { MERGEFIELD TK\_PICLIINSDETS\_TK\_BTEATEINS } = "No" "(without ATE Insurance)" "(with ATE Insurance - see Certificate attached)" } and in accordance with the indemnity principle." "" }

1. Correspondence and telephone attendances

(i) Letters and Outgoing E mails

(ii) Telephone Attendances

Sub Total

2. Claimant

(i) Attendances with Client

(ii) Travelling to and from client's home address

(iii) Preparation of proofs/Attendance / Notes/ Sketches/ Questionnaires

(iv) Completing Risk Assessment and Preparing CFA Documentation

Sub Total

3. Witnesses

(i) Preparation of Questionnaires / Long letters

(ii) Attendances

Sub Total

4. Medical Evidence

(i) Obtaining and Considering Reports/ Letters

(ii) Perusing and Considering Medical Records and Notes

(iii) Perusing and Considering Defendants Evidence

Sub Total

5. Special Damages

(i) Obtaining and Considering Details Of Client's Losses (including loss of earnings and state benefits if any)

Sub Total

6. Considering Quantum and Drafting Part 36 Offer in Settlement

(i) Collation of Relevant Case Law and JSB Guidelines

(ii) Preparing and Advising on Part 36 Offer

Sub Total

{ IF { MERGEFIELD TK\_PICOURTDETS\_tkDATEISSUE } <> "" "  
Court Proceedings

Drafting Instructions to Counsel

Preparing Claim Form, Checking Particulars Medical report and Schedule; preparing  
Notice of Funding

Perusing Defence

Sub Total " "" }

{ IF { MERGEFIELD TK\_PICOURTDETS\_tkDATEISSUE } <> "" "

Allocation Questionnaire and Directions

(i) Preparing Allocation Questionnaire

(ii) Preparing Draft Directions

Settlement

(i) Drafting Consent Order

(ii) Lodging Consent Order at Court

Sub Total " "" }

7. Supervision and File Reviews

(i) Relevant Supervision and File Reviews.

Sub Total

8. Preparing Schedule of Costs

(i) Perusing Papers to Prepare Bill of Cost; checking disbursements and signing bill.

Sub Total

9. Grand Total of Profit Costs

10. VAT at 20%

11. Disbursements

(i) Medical Reports

{ IF { MERGEFIELD TK\_PIINJMEDDETS\_tkMEDRECORDS } = "Yes" "(ii)GP or Hospital Records = £ " "" }

{ IF { MERGEFIELD TK\_PICLIINSDETS\_TK\_BTEATEINS } = "Yes" "(iii)ATE Insurance Premium Claimed= £ " "" }

{ MERGEFIELD "PRACTICEINFO\_PRACTICE\_NAME" }