{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:

{ SET LETTER**{** DATE \@ "d MMMM yyyy" **} }{**ref LETTER \@ "d MMMM yyyy" \ *
MERGEFORMAT **}**

{ IF **{** MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR **}** = "Yes" "**{** MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDTITLE **} {** MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDFORE **} {** MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDSURN **}**
{ MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDADDR **}**" "**{** MERGEFIELD
LINKNAME_TITLE_1 **} {** MERGEFIELD LINKNAME_INITIALS_1 **} {** MERGEFIELD
LINKNAME_SURNAME_1 **}**
{ MERGEFIELD CALCULATION_ADDRESS **}**" **}**

Dear **{** IF **{** MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR **}** = "Yes" "**{** MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDTITLE **} {** MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDSURN **}**" "**{** IF **{** MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION **}** = "" "**{** MERGEFIELD LINKNAME_TITLE_1 **} {**
MERGEFIELD LINKNAME_SURNAME_1 **}**" "**{** MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION **}**" **}**" **}**

Re: **{ MERGEFIELD MATTER_MATTER_DESCRIPTION }**

I have now prepared the court papers setting out details of your claim against the proposed
Defendant.

These papers comprise:

(1)   *A Claim Form:* this is the document used to start court proceedings and gives details of
        the parties and a summary of the claim. You will note that, in order to calculate the
        appropriate court fee, it is necessary to give the court an indication of the value of the
        claim. I should stress that this means completing the form with the top figure from the
        relevant band and that this figure is purely for this purpose and does not supercede the
        advice previously given on the estimated value of the claim.

(2)   *Particulars of Claim:* these give, in concise form, the factual background, the reasons
        why the Defendant is considered responsible and the remedy sought.

(3)   *Schedule of Expenses and Losses:* this sets out, in some detail, the financial losses and
        expenses resulting from the injuries which are to be claimed, along with damages for
        pain and suffering, as the remedy.
{ IF **{** MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR **}** = "Yes" "

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

Certificate of Suitability of Litigation Friend: as **{** MERGEFIELD LINKNAME_FORENAME_1 **}** **{** MERGEFIELD LINKNAME_SURNAME_1 **}** is under 18, the Court Rules require that the proceedings, whilst taken in **{** MERGEFIELD LINKNAME_FORENAME_1 **}** **{** MERGEFIELD LINKNAME_SURNAME_1 **}**'s name, must be supported by an adult who is known as the 'litigation friend'. I believe you are the most suitable person to act as litigation friend and hope, therefore, that you are happy to act in this role. The Court Rules also provide that you must agree, in writing, to act and give the court certain assurances. It may be useful if I summarise what signature of the form means.

(a) You are agreeing to act as the litigation friend of **{** MERGEFIELD LINKNAME_FORENAME_1 **}** **{** MERGEFIELD LINKNAME_SURNAME_1 **}**.

(b) You are confirming that you have no interests which conflict with those of **{** MERGEFIELD LINKNAME_FORENAME_1 **}** **{** MERGEFIELD LINKNAME_SURNAME_1 **}** in the claim.

(c) You are accepting responsibility for any liability **{** MERGEFIELD LINKNAME_FORENAME_1 **}** **{** MERGEFIELD LINKNAME_SURNAME_1 **}** may have for the legal costs of the Defendant in dealing with the claim. With regard to costs however, I do not think that giving this assurance will lead to any liability on your part to pay costs as:

    (i) this concerns only the legal costs of the Defendant, as the costs of **{** MERGEFIELD LINKNAME_FORENAME_1 **}** **{** MERGEFIELD LINKNAME_SURNAME_1 **}** in pursuing the claim will continue to be covered by the Conditional Fee Agreement;

    (ii) **{** MERGEFIELD LINKNAME_FORENAME_1 **}** **{** MERGEFIELD LINKNAME_SURNAME_1 **}** would only have liability for the legal costs of the Defendant if the claim were unsuccessful and I would hope the claim will succeed;

    (iii) even if the claim were unsuccessful, the insurance policy, taken out when the Conditional Fee Agreement was entered, would then cover any liability **{** MERGEFIELD LINKNAME_FORENAME_1 **}** **{** MERGEFIELD LINKNAME_SURNAME_1 **}** might have to pay the costs of the Defendant.

Assuming you are happy to give these assurances to the court, please sign the form in the space provided." "" **}**

These documents, subject to approval by you, will be sent to the court and then, in turn, to the Defendant. The documents will be accompanied by the medical evidence.

As I explained at an earlier stage, it is important that the facts stated in these documents are correct and so the court expects you to sign the forms confirming as much.

Please therefore carefully check the enclosed documents. If any amendments are required, please show these on the document concerned. If the facts in the documents are correct as presently drafted, please sign the statement to this effect on each document and then return these to me.

It is my duty to remind you that if the court took the view that any facts were stated without an honest belief in the truth of those facts, proceedings for contempt of court could be taken by the

court against you. The court will expect the Defendant, similarly, to confirm the truth of any response to the claim.

I look forward to receiving the documents back, signed and approved or with appropriate amendments, as soon as possible. Once the documents are signed and approved, I will be able to commence court proceedings and outline to you how the matter will then proceed.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }