



# Osprey Approach: Debt Recovery - Preliminary Procedures Workflow

This help guide was last updated on  
Jul 25th, 2024

The latest version is always online at  
<https://support.ospreyapproach.com/?p=22139>





**DEBTOR DETAILS FW\_DR**

Debtor title

Debtor initials

Debtor forename

Debtor surname

Debtor company name

Debtor (trading) address

Debtor reg office

Debtor type

Please Select ▼

- Please Select
- Ltd Company
- Sole Trader
- Individual

Is debtor still trading?

Please Select ▼

- Please Select
- Yes
- No
- Not Known

Debtor email

Debtor fax no

Debtor mob no

**DEBTOR DUE DILIGENCE DETAILS FW\_DR**

Due Diligence Search completed?

Please Select ▼

Please Select

Yes

No

Debtor (trading) address

Debtor reg office

Bankrupt/Insolvent?

Please Select ▼

Please Select

Yes

No

Proof of debt form received?

Please Select ▼

Please Select

Yes

No

Submit  Cancel

**CLIENT INSTRUCTIONS POST-DUE DILIGENCE FW\_DR**

Does client wish to proceed?

Please Select ▼

Please Select

Yes

No

 **Submit** **Cancel**

**DEBTOR DETAILS FW\_DR**

Debtor title

Debtor initials

Debtor forename

Debtor surname

Debtor company name

Debtor (trading) address

Debtor reg office

Debtor type

Please Select ▼

- Please Select
- Ltd Company
- Sole Trader
- Individual

Is debtor still trading?

Please Select ▼

- Please Select
- Yes
- No
- Not Known

Debtor email

Debtor fax no

Debtor mob no

Debtor tel no

**DEBT DETAILS FW\_DR**

Original debt

Payment terms: other details

Fixed costs

Compensation - s5A LPCD(I)A

Court fee

Statutory Interest (sum to date)

Statutory Interest (Daily rate)

Admin Fee (if appropriate)

Total debt (Pre-Issue)

Total Debt Outstanding

Please check figures carefully so Total Debt Outstanding is accurately calculated. If the figures above are changed, Total Debt Outstanding will be updated on the next screen.

 

**TOTAL DEBT OUTSTANDING FW\_DR**

Total Debt Outstanding

**LBA RESPONSE FW\_DR**

Response to LBA

Please Select ▼

Please Select

Yes

No

Full payment made?

Please Select ▼

Please Select

Yes

No

Part Payment Made?

Please Select ▼

Please Select

Yes - Sums still outstanding

Yes - Compensation/Interest Outstanding

Sum paid

0.00

Instalments offered

Please Select ▼

Please Select

Yes - Pre-action

Yes - Post action

No

Submit  Cancel



**DEBT DETAILS FW\_DR**

Original debt

Payment terms: other details

Fixed costs

Compensation - s5A LPCD(I)A

Court fee

Statutory Interest (sum to date)

Statutory Interest (Daily rate)

Admin Fee (if appropriate)

Total debt (Pre-Issue)

Total Debt Outstanding

Please check figures carefully so Total Debt Outstanding is accurately calculated. If the figures above are changed, Total Debt Outstanding will be updated on the next screen.

 

**TOTAL DEBT OUTSTANDING FW\_DR**

Total Debt Outstanding

**CLOSE FILE FW\_DR**

Debt discharged?

Please Select	▼
Please Select	
Yes	
No	

Total Payment Cleared?

Please Select	▼
Please Select	
Yes	
No	

Close file?

Please Select	▼
Please Select	
Yes	
No	

<input checked="" type="checkbox"/> Submit	Cancel
--	--------

# **Client Care Letter**



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 LINKNAME\_TITLE\_1 }= "" "{ MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD LINKNAME\_TITLE\_1 }= "" "Sirs" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }

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

Thank you for instructing this firm in respect of the above matter. We will do everything we can to ensure that it proceeds as smoothly and as quickly as possible. It may be helpful to you to have the following information about our terms of business.

**Responsibility for the Work**

Your matter will be conducted by { MERGEFIELD "CALCULATION\_FEE\_EARNER\_DESCRIPTION" } who is a { MERGEFIELD "CALCULATION\_STATUS\_DESCRIPTION" } of the firm. Please do not hesitate to contact *him/her* if you wish to discuss any aspect of the matter or if a problem or query arises. The partner with ultimate responsibility for your matter is { MERGEFIELD "CALCULATION\_EXECUTIVE\_NAME" }.

**Evidence of Identity**

We are required to comply fully with the provisions of the Proceeds of Crime Act 2002 and the Money Laundering Regulations.

It is necessary for us to establish the I.D of all Clients and to follow the identification procedures at the outset. In the circumstances, you will be required to provide to verify your name one of the following:-

- Current Passport/Full Driving Licence
- National or H.M Forces Identity Card

- Resident Permit issued by the Home Office to the E.U Nationals

Furthermore, to confirm your address, one of the following:-

- Council Tax/Telephone/Water, Gas/Electricity Bill
- Most recent Mortgage/Bank/Building Society or Credit Card Statement
- Voters Roll Documentation
- Current UK Driving Licence (where not used as evidence of name)

We are required to retain copies of these documents and if we are not satisfied that you have provided satisfactory evidence of your identity, we would not be able to act further for you.

The Proceeds of Crime Act 2002 places a heavy obligation on Solicitors to report to the National Criminal Intelligence Service (NICS) any suspicion of any criminal activity involving funds or property, which includes tax evasion.

Failure on our part to strictly consider such issues and make a report to NICS, could give rise to this company being subject to proceedings and a potential 14-year term of imprisonment for any serious breach.

If a matter needed to be reported, we would not be permitted to notify you at the time (except in rare instances) as this itself would constitute an offence of 'tipping off' which could prejudice any investigation.

These provisions are extremely onerous and it is most important that you are aware of these professional obligations on our part since it does sometimes come to light in dealing with such matters that there are issues in relation to benefit fraud, payments off the books, other forms of tax evasion and indeed money laundering.

## **Complaints**

Whilst we aim to offer all our clients an efficient and effective service, and we are confident that we will do so in this case, you can always address any problem which may arise to our firm's Complaints Handler. We enclose for your information our Complaints Handling Policy, and we hope that this information will help you to identify your course of action if there is problem.

## **Funding of your Matter**

*Select from the various options below as appropriate:*

### **BTE**

#### **Legal Expenses Insurance**

Your Legal Expenses Insurance Policy with ..... means that you will be indemnified in respect of any costs that you are unable to recover at the end of your claim. Thus, should you lose your case, or win but be unable to recover all of the costs from your opponent, the Insurer will meet our costs. Should you lose all or part of your claim and an order be made for you to pay your opponent's costs, the Insurer will also meet these costs.

This indemnity is subject to your compliance with the terms of your Legal Expenses Insurance Policy. Non-compliance, particularly by failing to provide instructions to us, causing excessive delay, or by providing false instructions, may result in your Policy being avoided leaving you to meet the costs. We trust of course that this situation will not arise, but in any event, we are required by the Solicitor's Regulation Authority to provide you with details of how we calculate our fees.

*Include text here as below for Private Funding*

### **PRIVATE FUNDING**

Our charges are based on the time we spend dealing with your case. This includes travelling to and from meetings with you and others, considering, preparing and working on case papers, writing and receiving correspondence (including e-mails), and making and receiving telephone calls and text messages. We enclose an Hourly Rates List setting out the current rates that apply. Routine letters and telephone calls will all be charged at one tenth of the hourly rate. These rates do not include VAT, which will be added to the bill.

Our rates of charge are reviewed annually; if there are any changes to the hourly rates, you will be advised accordingly, and the new rates that apply will cover all work conducted thereafter.

In matters which may last some time, we may deliver interim bills to you at regular intervals for the work carried out during the conduct of the matter, Not only does this assist our cash flow but it also enable you to budget for costs (if appropriate) and you will not be facing a large bill at the conclusion of the matter. We are sure that you will understand that in the event of a payment not being made, we reserve the right to decline to act further and that the full amount of work done up to that date will be charged to you.

We will inform you if any unforeseen additional work becomes necessary for example, due to unexpected difficulties or if your requirements or the circumstances significantly change during the course of the matter. We will also inform you of its estimated cost in writing before any extra costs are incurred.

If for any reason the matter does not proceed to completion, we will charge you for the work done and expenses incurred.

Accounts are due and payable on presentation of our bill. Interest will be charged on accounts that are not paid within that time at a rate equivalent to the statutory court interest rate, currently % . Interest will accrue until the account is paid in full.

We would hope that you will not have any issues with our charges, but should you be dissatisfied with our bill, you have the right to challenge or complain about it. In such a circumstance, we would request that you address your comments to.....

### **Payment of Costs**

You will be responsible **always** for discharging our costs, VAT and disbursements. However, we have discussed with you whether your costs may be paid by another party, for example your

home insurers, and we have asked you to investigate that matter.

***Litigation Matters:***

*Kindly note that even if you are successful in winning your case, the other party may not be ordered to pay your costs, or they may not be ordered to pay them in full. If this happens, you will have to pay the balance of our costs yourself. Most importantly, if the other party is publically funded, you will probably not recover any of your costs, even if you win the case.*

*If you are successful and the Court orders the other party to pay some or all of your costs, interest can be claimed from the other party from the date of the Court Order. We will account to you for such interest to the extent that our costs have been paid, but we are entitled to the rest of that interest.*

*You must pay the cost of enforcing any judgments if appropriate. This will be a separate matter and charged accordingly.*

*You will also be responsible for paying any costs that the Court orders you to pay to the other side. The Court may order you to pay part or all of the other party's legal costs, for example, if you lose the case. You may be asked to contribute towards their costs if you are only partially successful. This money will be payable in addition to our costs. We can discuss with you whether it is advisable for you to have insurance to meet the other party's costs should you lose.*

**CFA**

***NB Requires enclosure of your CFA Checklist and Agreement***

**Legal Costs, Insurance and the Conditional Fee Agreement**

Further to our earlier discussions on funding the legal costs of your claim, we confirm that we are prepared to act for you under a Conditional Fee Agreement. You will recall that we discussed the nature of this Agreement which is dealt with in greater detail in the enclosed documents: **Conditional Fee Agreement Checklist and the Conditional Fee Agreement** itself.

To enable us to deal with your claim efficiently please confirm your instructions by signing the enclosed copy of this letter and our Conditional Fee Agreement. These documents form the basis of the agreement between us and it is important that you understand them before signing and returning them to us. **You will need to sign the Agreement where indicated on page .....**

Please also find enclosed a copy of the full wording of the proposed contract of insurance referred to in Schedule .... of the Conditional Fee Agreement. As long as the claim is successful, the losing party will pay the insurance. If the claim does not succeed, the insurance will be voided and therefore not payable, as long as you have co-operated with us throughout the claim. The purpose of this insurance is to protect you against paying the other party's costs if you lose. Please read through the document. We will issue you with a policy schedule in due course

### **Likely Overall Costs on this Matter**

It is not always possible to give a definitive answer to the ultimate costs of matters, but at this early stage we would estimate the likely overall costs to be in the region of £ . This does not include disbursements or VAT.

We will review this figure after the first four weeks of time spent on your file and thereafter at regular intervals as appropriate. We will keep you advised as to any changes in our assessment of costs. You should be aware that in addition to our costs, you may also be responsible for other charges and disbursements. We will advise you fully when any of these arise.

### **File Storage**

The file of papers will be stored by this firm for 12 years following completion of your instructions or earlier termination. After that time, it will be disposed of securely.

### **Regulatory Information**

Some of our work involves investments. We are not authorised by the Financial Services Authority and so may refer you to someone who is authorised to provide any necessary advice. However, we can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you, as we are regulated by the Solicitors Regulatory Authority.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Complaints Service provide complaints and redress mechanisms.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

This firm is not authorised by the Financial Services Authority. However we are included on the register maintained by the Financial Services Authority so we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints of redress if something goes wrong, is regulated by the Solicitors Regulatory Authority. The register can be accessed via the Financial Services Authority website at { HYPERLINK "http://www.fsx.gov.uk/register" }.

### **Statement of Truth**

If it proves necessary to issue proceedings on your behalf, we will need to set out full details of



your unpaid invoices on the Particulars of Claim on the rear of the Claim Form.

The Civil Procedure Rules require that the contents of the Particulars of Claim are verified by a signed Statement of Truth. By signing the Statement of Truth, the signatory makes a statement to the court that the contents of the Particulars of Claim are true. If a false statement is made, without any honest belief in its truth, proceedings for contempt of court may be brought against the signatory of the Statement of Truth, or anyone at the Claimant who causes the Statement of Truth to be made. Those contempt proceedings may result in the Claimant and/or its officers being liable to a fine, or imprisonment, or both.

Although Statements of Truth are ordinarily signed by a senior officer of a Claimant, the Civil Procedure Rules do allow us to sign Statements of Truth on our clients' behalf. However, by signing a Statement of Truth on a client's behalf, we are making a statement to the court that:

- The client, you, has authorized us to sign the Statement of Truth on its behalf
- Before signing we have explained to our client that, by signing the Statement of Truth, we are confirming our client's belief (not our belief) that the facts contained in the Particulars of Claim are true; and
- Before signing we have our client of the possible consequences to it if it should subsequently appear that our client did not have an honest belief in the trust of the facts in the Particulars of Claim.

In view of the delay that would be caused to the issue of proceedings if we had to send each Claim Form to you to sign the Statement of Truth, if you sign and return the attached acknowledgement we will be prepared to sign Statements of Truth on your behalf when you instruct us to issue proceedings against your debtors.

However, please note that to avoid proceedings being issues with incorrect statements, it is vital that when you instruct us to issue proceedings, you provide us with accurate and up-to-date information about your outstanding debt. For example, please let us know if your debtor has made any payments directly to you after we have sent our initial letter to the debtor, so that we may ensure that the Particulars of Claim are accurate and up-to-date.

### **Agreement**

We should be grateful if you could sign the extra copy of this letter and return it to us as confirmation of your instructions. This will mean that the hourly charge rate, as set out above, will be fixed subject to variation as detailed above. Given this agreement, your rights to challenge this rate in future will be restricted.

Yours { IF { MERGEFIELD LINKNAME\_TITLE\_1 }= "" "faithfully" "sincerely" }

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



# **Client Due Diligence Results**

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 LINKNAME\_TITLE\_1 } = "" "{ MERGEFIELD LINKNAME\_SURNAME\_1 }"  
"{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }"  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD LINKNAME\_TITLE\_1 } = "" "Sirs" "{ MERGEFIELD  
LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }

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

Further to the above, I confirm that I have now completed the due diligence checks into the debtor's status, and have obtained the following information:

Delete / edit as appropriate:

Limited Company

I have carried out a basic Companies House search; the debtor is (not) a limited company, is (not) active, and has (not) been dissolved / is (not) in liquidation

The debtor's registered address is:

{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_REG\_OFF }

Individual Debtor / Sole Proprietor

The debtor is (not) bankrupt / on the insolvency register.

Sizeable Debt

As the debt is sizeable, please complete the enclosed Proof of Debt form

Yours { IF { MERGEFIELD LINKNAME\_TITLE\_1 } = "" "faithfully" "sincerely" }

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



# **Table of invoice details 1**

Invoices outstanding:

Bill Date	Invoice	Total Billed	Total Paid	Total Out
<pre>{     MERGEFIELD     TableStart:FW_INVOICE_DETS     MERGEFIELD FW_BILL_DT } }</pre>	<pre>{     MERGEFIELD     D     FW_INV_NO }</pre>	<pre>{     MERGEFIELD     FW_TOT_BILL }</pre>	<pre>{     MERGEFIELD     FW_TOT_PAY }</pre>	<pre>{     MERGEFIELD     TableEnd }</pre>
			<p>TOTAL: {                  =SUM(ABOVE                  ) \#                  "£#,##0.00;(£#                  ,##0.00)" }</p>	<p>TOTAL: {                  "£#,##0.00"</p>

**Client Confirming LBA Sent**



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 LINKNAME\_TITLE\_1 } = "" "{ MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD LINKNAME\_TITLE\_1 } = "" "Sirs" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }

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

We confirm that a Letter Before Action has now been sent to { IF { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM } = "" "{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_FORE } { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_SURN }" "{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM }" }. We shall contact you on expiry of the deadline with a view to issuing a claim.

For your own records, we confirm the amount claimed below:

Debt amount: { MERGEFIELD FW\_DEBT\_DETS\_FW\_ORIG\_DEBT \# "£,##.00;(£,##.00)" }  
\*Fixed Debt Recovery Costs: { MERGEFIELD FW\_DEBT\_DETS\_FW\_FIXED\_CSTS \# "£,##.00;(£,##.00)" }  
Statutory Interest: { MERGEFIELD FW\_DEBT\_DETS\_FW\_STAT\_INT \# "£,##.00;(£,##.00)" }  
{ IF { MERGEFIELD FW\_DEBT\_DETS\_FW\_ADMIN\_FEE } <> 0.00 "Admin Fee: { MERGEFIELD FW\_DEBT\_DETS\_FW\_ADMIN\_FEE \# "£,##.00;(£,##.00)" }" "" }  
Total: { MERGEFIELD fssm\_FW\_OS\_BAL\_DUE \# "£,##.00;(£,##.00)" }

If the debtor calls you should be seeking to recover the Total amount (which the legislation entitles you to do) but you are, of course, at liberty to agree to any proposals that the debtor makes.

\* Please note that fixed debt recovery costs are not available in respect of individual debtors; for Sole Traders and Limited Companies the Court may decline to make an award in the sum sought on the basis that it is not reasonable to do so or because the sums claimed are

disproportionate to the debt owed. An example would be where the total debt consists of numerous small value invoices and the fixed debt recovery costs have been sought on each invoice, regardless of the invoice amount.

If you have any queries about any aspect of the amount claimed please do not hesitate to contact us.

Yours { IF { MERGEFIELD LINKNAME\_TITLE\_1 }= "" "faithfully" "sincerely" }

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

# **Debtor Disputes or Ingored LBA**



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 LINKNAME\_TITLE\_1 }= "" "{ MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD LINKNAME\_TITLE\_1 }= "" "Sirs" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }

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

We write further to the above matter to advise that { IF { MERGEFIELD FW\_DBTR\_RESP\_FW\_DEBT\_DISP } = "Yes" "we have now received from the Debtor a response to the Letter Before Action. The Debtor disputes the fact of the debt as follows:

"the deadline for response to the Letter Before Action has now expired, and we have received neither payment nor proposals to pay from the Debtor." }

Please provide us with your urgent instructions as to whether you wish to pursue this matter further in which case we will issue proceedings, or alternatively, whether you wish us to close our file.

Yours { IF { MERGEFIELD LINKNAME\_TITLE\_1 }= "" "faithfully" "sincerely" }

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

# **Debtor - Letter Before Action**

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 FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM } = "" "{ MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_TITLE } { MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_INT } { MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_SURN }" "{ MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM }" }  
{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_TR\_ADD }

Dear { IF { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM } = "" "{ MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_TITLE } { MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_SURN }" "Sirs" }

**Re:** { IF { MERGEFIELD LINKNAME\_FORENAME\_1 } = "" "{ MERGEFIELD  
LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD LINKNAME\_FORENAME\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }" } and { IF { MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM } = "" "{ MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_FORE } { MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_SURN }" "{ MERGEFIELD  
FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM }" }

**Letter of Claim**

We note that our client has yet to receive payment of the debt, despite our previous correspondence to you.

We are instructed to commence proceedings without further notice unless payment of the sum set out below is received within **(DAYS)** of the date of this letter.

This letter forms our client's letter of claim. It is sent to you in accordance with the Practice Direction Pre-Action Conduct and Protocols of the Civil Procedure Rules 1998. A copy of the practice direction is included for your reference.

**May we draw your attention to the final section of this letter which sets out the deadline by which you must respond. It further sets out the consequences of not replying to this letter.**

We have set out details of our client's claim against you below.

## **1 Basis of our Client's Claim**

- 1.1 Our client entered into a contract with you, where you were obliged to pay the sum[s] of money displayed below.
- 1.2 Our client raised invoice(s) which you failed to discharge in accordance with the terms of the contract.
- 1.3 Our client therefore seeks repayment of the outstanding invoice(s) together with interest.

## **2 Parties**

- 2.1 The parties in this dispute are our client, { IF { MERGEFIELD LINKNAME\_FORENAME\_1 }= "" "{ MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }, and you, { IF { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM }= "" "{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_FORE } { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_SURN }" "{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM }" }.

## **3 Agreement between Parties**

- 3.1 Our client agreed with you to provide a **service/goods/goods and services** on receipt of payment from you.
- 3.2 The agreement was set out in a contract, dated **(DATE)**. A copy of this contract is enclosed for ease of reference.
- 3.3 **Any other relevant information here.**

## **4 Debt due to our Client**

- 4.1 The enclosed table(s) set out the invoice sent by our client to you, and which remain outstanding. Any interest due is shown accordingly.

## **5 Payment Due**

- 5.1 The following sum should be paid to our client immediately:

Total Debt:

5.2 Please arrange for payment of this sum to our client direct, or to us. Bank details are enclosed for ease of reference.

## **6 Next steps**

6.1 This is our client's letter of claim in accordance with the Practice Direction.

6.2 Please reply to this letter within 30 days of the date of the letter.

6.3 Please ensure all correspondence in this matter is addressed to this firm, bearing our reference { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }.

6.4 We refer you to the Practice Direction and in particular to paragraph 15, which concerns the court's power to impose sanctions for failure to comply with the Practice Direction.

6.5 **If it becomes necessary to issue proceedings to recover the sum due to our client, we shall also claim for our costs.**

Yours { IF { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM }= "" "sincerely"  
"faithfully" }

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



# **Debtor Acknowledge Payment**



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 FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM } = "" "{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_TITLE } { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_INT } { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_SURN }" "{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM }" }  
{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_TR\_ADD }

Dear { IF { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM } = "" "{ MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_TITLE } { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_SURN }" "Sirs" }

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

Thank you for your payment in the sum of { MERGEFIELD FW\_DEBT\_DETS\_FW\_SUM\_PAID \# "£,##.00;(£,##.00)" } receipt of which we hereby acknowledge.

We confirm that, subject to clearance, this will discharge your debt to our client.

Yours { IF { MERGEFIELD FW\_DEBTOR\_DETS\_FW\_DEBT\_CO\_NM } = "" "sincerely" "faithfully" }

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

## **Table of Invoice Details 2**

Where interest is payable:

Bill Date	Invoice	Total Outstanding	Days Outstanding	Daily Rate
{ MERGEFIELD TableStart:FW_INVOICE_DETS } MERGEFIELD FW_BILL_DT }	{ MERGEFIELD LD FW_INV_NO }	{ MERGEFIELD FW_TOT_OUT }	{ MERGEFIELD FW_DAY_OUT }	{ MERGEFIELD TableEnd:FW_

**Client Confirm File To Be Closed**



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 LINKNAME\_TITLE\_1 }= "" "{ MERGEFIELD LINKNAME\_SURNAME\_1 }" "{  
MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } { MERGEFIELD  
LINKNAME\_SURNAME\_1 }" }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD LINKNAME\_TITLE\_1 }= "" "Sirs" "{ MERGEFIELD LINKNAME\_TITLE\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }" }

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

We are pleased to advise that the Debtor's payment has now cleared, and we will shortly be closing our file.

We would like to take this opportunity to thank you for your kind instructions in this matter and if we can be of any further assistance to you in the future please do not hesitate to contact us.

Yours { IF { MERGEFIELD LINKNAME\_TITLE\_1 }= "" "faithfully" "sincerely" }

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

**Client Confirm Payment Received**

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 LINKNAME\_TITLE\_1 } = "" "{ MERGEFIELD LINKNAME\_SURNAME\_1 }"  
"{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } {  
MERGEFIELD LINKNAME\_SURNAME\_1 }"  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD LINKNAME\_TITLE\_1 } = "" "Sirs" "{ MERGEFIELD  
LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" }

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

We are pleased to confirm we have now received from the Debtor payment in the sum of {  
MERGEFIELD FW\_DEBT\_DETS\_FW\_SUM\_PAID \# "£,##.00;(£,##.00)"} in discharge of the  
debt.

We will confirm to you when this payment has cleared.

Yours { IF { MERGEFIELD LINKNAME\_TITLE\_1 } = "" "faithfully" "sincerely" }

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