

Blank Client Letter

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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 }

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE
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Blank Counsel Letter

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PICOURTDETS_tkCOUNSELREF }

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

Clerk to { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_title } { MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_forename } { MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_surname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compaddress }

Dear Sir

**Re: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" } -v- { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }**

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Court Letter

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Def 1 Ins Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Def 1 Sol Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Def 2 Ins Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2IINSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Def 2 Sol Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOLREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME } {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME }" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF3DETAIL_tkDEF3INSREF }

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

{ MERGEFIELD TK_PIDEF3DETAIL_tkDEF3INSURER_name }
{ MERGEFIELD TK_PIDEF3DETAIL_tkDEF3INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_INITIALS_1 } { MERGEFIELD LINKNAME_SURNAME_1 }

Your Insured: { IF { MERGEFIELD TK_PIDEF3DETAIL_tkDEF3CONAME } = "" "{ MERGEFIELD TK_PIDEF3DETAIL_tkDEF3FORENAME } { MERGEFIELD TK_PIDEF3DETAIL_tkDEF3SURNAME }" "{ MERGEFIELD TK_PIDEF3DETAIL_tkDEF3CONAME }" }

Your Policy No: { MERGEFIELD TK_PIDEF3DETAIL_tkDEF3INSPOLNO }

Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "d" *Ordinal } { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "MMMM yyyy" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME *UPPER }

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF3DETAIL_tkDEF3SOLREF }

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

{ MERGEFIELD TK_PIDEF3DETAIL_tkDEF3SOL_name }
{ MERGEFIELD TK_PIDEF3DETAIL_tkDEF3SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF3DETAIL_tkDEF3CONAME } = "" "{
MERGEFIELD TK_PIDEF3DETAIL_tkDEF3FORENAME } {
MERGEFIELD TK_PIDEF3DETAIL_tkDEF3SURNAME }" "{
MERGEFIELD TK_PIDEF3DETAIL_tkDEF3CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Engineer Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD "TK_PIOTHEREXPS_tkENGINEERREF" }

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

{ MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_title" } { MERGEFIELD
"TK_PIOTHEREXPS_TKENGINEER_initials" } { MERGEFIELD
"TK_PIOTHEREXPS_TKENGINEER_surname" }
{ MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_address" }

Dear { MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_title" } { MERGEFIELD
"TK_PIOTHEREXPS_TKENGINEER_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PICLIINSDETS_tkLEXPINSREF }

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

{ MERGEFIELD TK_PICLIINSDETS_tkLEXPINSURE_name }
{ MERGEFIELD TK_PICLIINSDETS_tkLEXPINSURE_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Yours faithfully

{ MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }

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Blank Med Expert1 Letter

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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 }

{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_initials } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_surname }
{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_address }

Dear { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_surname }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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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 }

{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_initials" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }
{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_address" }

Dear { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Med Expert3 Letter

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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 }

{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_initials" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }
{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_address" }

Dear { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Other Expert 1 Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIOTHEREXPS_tkOTHEREXP1REF }

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

{ MERGEFIELD TK_PIOTHEREXPS_TKOTHEREXP1_title } { MERGEFIELD
TK_PIOTHEREXPS_TKOTHEREXP1_initials } { MERGEFIELD
TK_PIOTHEREXPS_TKOTHEREXP1_surname }
{ MERGEFIELD TK_PIOTHEREXPS_TKOTHEREXP1_address }

Dear { MERGEFIELD TK_PIOTHEREXPS_TKOTHEREXP1_title } { MERGEFIELD
TK_PIOTHEREXPS_TKOTHEREXP1_surname }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE \@ "d" *Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE \@ "MMMM
yyyy" }

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME *UPPER }

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Blank Other Expert 2 Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD "TK_PIOTHEREXPS_tkOTHEREXP2REF" }

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

{ MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP2_title" } { MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP2_initials" } { MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP2_surname" }
{ MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP2_address" }

Dear { MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP2_title" } { MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP2_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Other Expert 3 Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD "TK_PIOTHEREXPS_tkOTHEREXP3REF" }

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

{ MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP3_title" } { MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP3_initials" } { MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP3_surname" }
{ MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP3_address" }

Dear { MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP3_title" } { MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP3_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Police Letter

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIPROFBODIES_tkPOLICEREF }

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

{ MERGEFIELD TK_PIPROFBODIES_tkPOLICE_name }
{ MERGEFIELD TK_PIPROFBODIES_tkPOLICE_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client's Vehicle: { MERGEFIELD TK_PIVEHDETS_tkCLIVEHMAKEMOD
}
Defendant's Vehicle: { MERGEFIELD TK_PIVEHDETS_TK_DEF1MAKEMOD
}
Third Party's Vehicle: { MERGEFIELD
TK_PIVEHDETS_tkTP1VEHMAKEMOD }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Blank Private Investigator

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIOTHEREXPS_tkPRIVINVREF }

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

{ MERGEFIELD TK_PIOTHEREXPS_TKPRIVINVESTIG_title } { MERGEFIELD TK_PIOTHEREXPS_TKPRIVINVESTIG_initials } { MERGEFIELD TK_PIOTHEREXPS_TKPRIVINVESTIG_surname }
{ MERGEFIELD TK_PIOTHEREXPS_TKPRIVINVESTIG_address }

Dear { MERGEFIELD TK_PIOTHEREXPS_TKPRIVINVESTIG_title } { MERGEFIELD TK_PIOTHEREXPS_TKPRIVINVESTIG_surname }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE \@ "d" *Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE \@ "MMMM
yyyy" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME *UPPER }

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Blank Wit 1 Letter

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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 }

{ MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD
TK_PIWITDETS1_tkWIT1FORENAME } { MERGEFIELD TK_PIWITDETS1_tkWIT1SURNAME
}
{ MERGEFIELD TK_PIWITDETS1_tkWIT1ADDRESS }

Dear { MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD
TK_PIWITDETS1_tkWIT1SURNAME }

Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@ "MMMM
yyyy }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD "LINKNAME_SURNAME_1" }

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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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 }

{ MERGEFIELD "TK_PIWITDETS1_tkWIT2TITLE" } { MERGEFIELD
"TK_PIWITDETS1_tkWIT2FORENAME" } { MERGEFIELD
"TK_PIWITDETS1_tkWIT2SURNAME"
}{ MERGEFIELD "TK_PIWITDETS1_tkWIT2ADDRESS" }

Dear { MERGEFIELD "TK_PIWITDETS1_tkWIT2TITLE" } { MERGEFIELD
"TK_PIWITDETS1_tkWIT2SURNAME"
}

Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@ "MMMM
yyyy }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD "LINKNAME_SURNAME_1" }

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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{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 }

{ MERGEFIELD "TK_PIWITDETS2_tkWIT3TITLE" } { MERGEFIELD
"TK_PIWITDETS2_tkWIT3FORENAME" } { MERGEFIELD
"TK_PIWITDETS2_tkWIT3SURNAME" }
{ MERGEFIELD "TK_PIWITDETS2_tkWIT3ADDRESS" }

Dear { MERGEFIELD "TK_PIWITDETS2_tkWIT3TITLE" } { MERGEFIELD
"TK_PIWITDETS2_tkWIT3SURNAME" }

Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@ "MMMM
yyyy }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD "LINKNAME_SURNAME_1" }

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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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 }

{ MERGEFIELD "TK_PIWITDETS2_tkWIT4TITLE" } { MERGEFIELD
"TK_PIWITDETS2_tkWIT4FORENAME" } { MERGEFIELD
"TK_PIWITDETS2_tkWIT4SURNAME" }
{ MERGEFIELD "TK_PIWITDETS2_tkWIT4ADDRESS" }

Dear { MERGEFIELD "TK_PIWITDETS2_tkWIT4TITLE" } { MERGEFIELD
"TK_PIWITDETS2_tkWIT4SURNAME" }

Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@ "MMMM
yyyy }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD "LINKNAME_SURNAME_1" }

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Breakdown Of Costs

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_PIADDCLMDSETS_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_PICLIENTINFO_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" }

Brief To Counsel

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name * UPPER }

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

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

TK_PICOURTDETS tkCIVILCRT_name * UPPER
}

CLAIM NUMBER: { MERGEFIELD
TK_PICOURTDETS tkCLAIMNO }

BETWEEN:

{ 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

BRIEF TO COUNSEL TO
REPRESENT THE CLAIMANT

Clerk to { MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_title } {
MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_forename } {
MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_surname }
{ MERGEFIELD
"TK_PICOURTDETS_tkCOUNSELCHBRS_address" }

Case Summary

IN THE { MERGEFIELD TK PICOURTDETS tkCIVILCRT name * UPPER }

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

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:

REF:

Dated

CFA Checklist

CICA Retainer

RETAINER AGREEMENT FOR CRIMINAL INJURIES COMPENSATION
AUTHORITY CLAIMS

This agreement is a binding legal contract between you and your solicitors. Before you sign, please read everything carefully.

Words like 'our disbursements', 'basic charges', 'win' and 'lose' are explained under the heading 'Explanation of Words Used' below. You will know a word is explained because it will be in bold like **this**.

Agreement Date:

We, the solicitors

{ MERGEFIELD
PRACTICEINFO_PRACTICE_NAME }
{ MERGEFIELD
PRACTICEINFO_HOUSE }
{ MERGEFIELD PRACTICEINFO_AREA
}
{ MERGEFIELD
PRACTICEINFO_POSTAL_TOWN }
{ MERGEFIELD
PRACTICEINFO_POSTCODE }

You, the client

{ MERGEFIELD "LINKNAME_FORENAME_1"
} { MERGEFIELD "LINKNAME_SURNAME_1"
}
{ MERGEFIELD "CLIENT_AREA" }
{ MERGEFIELD "CLIENT_HOUSE" }
{ MERGEFIELD "CLIENT_POSTAL_TOWN" }
{ MERGEFIELD "CLIENT_COUNTY" }
{ MERGEFIELD "CLIENT_POSTCODE" }

What is covered by this agreement

Your **claim** to the Criminal Injuries Compensation Authority ("CICA") for compensation (known as "damages") for personal injury on { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "dd MMMM yyyy" }.

What is not covered by this agreement

- Any appeal or review.

Paying us

If you win your claim, you pay our **basic charges** equivalent to 25% of the amount of damages awarded, and our **disbursements**.

There is no ability to recover these amounts from CICA. Please also see conditions 4 and 6.

If you receive an **interim award**, we may require you to pay our **disbursements** at that point and a reasonable amount for our future disbursements, together with our **basic charges** to date.

If you **lose** the application, you do not have to pay our charges but may require you to pay our **disbursements**.

If you end this agreement before you **win** or **lose**, you pay our basic charges on an hourly rate for the work done and our **disbursements**. Please also see condition 7(a).

We may end this agreement before you win or lose. Please also see condition 7(b) for details.

Basic charges

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

Value added tax (VAT)

We add VAT, at the rate (now 17.5%) that applies when the work is done, to the total of the basic charges.

Conditions

Conditions are attached because they are part of this agreement. Any amendments or additions to them will apply to you. You should read the conditions carefully and ask about anything you find unclear.

Other points

Immediately before you sign this agreement, we explained to you the effect of this agreement and in particular the following:

- (a) the circumstance in which you may be liable to pay our disbursements and charges;
- (b) the circumstances in which you may seek assessment of our charges and disbursements and the procedure for doing so;
- (c) whether we consider that your risk of becoming liable for any costs in these proceedings is insured under an existing contract of insurance;
- (d) other methods of financing those costs, include private funding, Community Legal Service funding, legal expenses insurance, trade union funding
- (e) other methods of financing those costs, include private funding, Community Legal Service funding, legal expenses insurance, trade union funding.
- (f) In all the circumstances, on the information currently available to us, we do not believe that a contract of insurance is appropriate.

Signatures

Signed for the solicitor/s

Signed by the client

.....

I confirm that my solicitor has verbally explained to me the matters in paragraphs (a) to (e) under "Other points" above.

Signed (Client)

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

I specifically confirm that I verbally explained to the client the matters in paragraphs (a) to (e) under "Other points" and confirm the matters at (e) in the writing in the conditions attached.

Signed..... (Solicitors)
{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }

Conditions

1. Our responsibilities

We must:

- Always act in your best interests, subject to our duty to CICA;
- Explain to you the risks and benefits of pursuing the application;
- Give you our best advice about whether to accept any decision or award;
- Give you the best information possible about the likely costs of your application for an award.

2. 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 other medical or expert examination or CICA hearing.

3. Explanation of words used

(a) Advocacy

Appearing for you at CICA hearings.

(b) Basic Charges

Our charges for the legal work we do on your claim for damages.

(c) Application

Your request to CICA as a result of the application to CICA for damages for personal injury suffered as the result of being a victim of crime.

(d) Damages

Money that you are awarded by CICA as a result of the application, a review or appeal.

(e) Our Disbursements

Payment we make on your behalf such as (but not limited to):

- Expert's fees;
- Travelling and related expenses;
- Courier fees;
- Photocopying charges;

(f) Interim damages

Money that CICA agrees to pay while waiting for a final award or decision.

(g) Interim hearing

A CICA hearing that is not final.

(h) 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 supplied after this agreement ends.

(i) Lose

CICA refuses to make an award of damages to you.

(j) Win

Your application for an award of damages is decided in your favour

4. What happens if you win?

If you win:

- You are then liable to pay our basic charges equivalent to 25%, and our disbursements plus VAT at 17.5%.
- You agree to pay into a designated account any cheque received by you or by us from CICA and made payable to you. Out of the money, you agree to let us take the balance of the basic charges equivalent to 25% of the award, our remaining disbursements and VAT. **You take the rest.**
- Payment for advocacy is explained in condition 6.

5. What happens if you lose?

If you lose you do not have to pay any of our costs.

6. Payment of 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. However, if a barrister is instructed due to the complexity of the application this will form a disbursement which you will be responsible for. We shall discuss with you the identity of any barrister instructed, and the arrangements made for payment prior to any application.

7. What happens when this agreement ends before your claim for damages ends?

(a) Paying us if you end this agreement

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

- Pay our basic charges and our disbursements including barrister's fees when we ask for them; or

(b) Paying us if we end this agreement

(i) We can end this agreement if you do not keep to your responsibilities in condition. We then have the right to ask you to:

- Pay our basic charges and our disbursements including barrister's fees when we ask for them; or
- Pay the success fee 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 only have to pay our disbursements.

(iii) We can end this agreement if you reject our opinion about accepting an award from CICA. You must then:

- Pay the basic charges and our disbursements, including barrister's fees;
- If you ask us to get a second opinion from specialist solicitors outside our firm, we will do so. You pay the cost for a second opinion.

8. What happens after this agreement ends

After this agreement ends, and if CICA application is continuing then we will inform CICA that we are no longer acting for you.

We have the right to preserve our lien unless another solicitor working for you undertake to pay us what we are owed.

Client Advice On Defence

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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 write to report that I have now received the Defence of from the other party's solicitors setting out exactly which aspects of the claim are disputed.

At this stage of the case the Defendant can deny or not admit, various aspects of the claim. Although the Defence gives some explanation of the reasons for admissions and denials made, it may only be at a later stage, after evidence is exchanged, that we understand the full reasons for the terms of the Defence and whether the stance taken by the Defendant can be justified by the evidence.

I enclose a copy of the Defence. As you will see, this sets out the Defendant's response to the Particulars of Claim which gave your case. However it may be useful if I summarise the points taken by the Defendant and the way in which the Defence defines the issues.

- (1) The role of the Defendant is { MERGEFIELD TK_DEFENCE_TKDEF1_ROLE }.
- (2) Your role is { MERGEFIELD TK_DEFENCE_TKCLI_ROLE }.
- (3) The fact of the accident is { MERGEFIELD TK_DEFENCE_TK_FACT_ACC }.

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- (4) The cause and circumstances of the injuries are { MERGEFIELD TK_DEFENCE_TK_INJ_CAUS }.
- (5) The allegations that the injuries were caused by the Defendant's fault are { MERGEFIELD TK_DEFENCE_TKDEF1_FLT }.
- (6) The injuries suffered are { MERGEFIELD TK_DEFENCE_TK_INJ_SUFF }.
- (7) The expenses and losses claimed as a result of the injuries are { MERGEFIELD TK_DEFENCE_TK_EXP_LOSS }.

Either

[Although I need to detail the points taken by the Defendant please do not think that the Defence necessarily undermines your case – a Defendant may often deny or not admit liability, even though ultimately the Defendant recognises that the court may find in your favour on this issue.]

Or

[It is encouraging that the Defence formally accepts responsibility for the injuries. As I would never expect a Defendant to admit the nature and extent of the injuries, losses and expenses, the terms of the Defence are the best we could hope for at this stage.]

The Defence is intended to set out precisely the Defendant's position, and supersedes any points or concessions that may have been made before. Usually the Defence sets out the Defendant's final position, although the court can subsequently allow any part of the Defence to be amended. If there should be an amendment to the Defence at a later stage, I will advise further.

[The Defence does therefore supersede the admission previously made by the Defendant. It is regrettable that after making this admission the Defendant now seeks to withdraw it. I have in the circumstances asked the Defendant to explain why the earlier admission is to be withdrawn. Once I have a response I will be able to advise whether I think the court will allow the Defendant to withdraw the admission or if it may be possible to ask the court to rule that the Defendant must stand by the admission made previously. For the moment I must advise on the basis of the Defendant's case as set out in the Defence.]

[The Defendant has sent with the Defence a request for some further information concerning the background to the claim. Again, this is quite usual practice and one of the reasons why I have tried, so far as possible to obtain very detailed instructions from you at the outset. Whilst I have much of the information necessary to respond to the request for additional information, there are some points upon which I should like to obtain your further instructions.

It may not be appropriate to give answers to all the questions at this stage and in any event, you may not be able to be specific about some of the points raised. However I shall be grateful if you can consider what information it is possible to give above and beyond that which I already have from you.]

Generally, I think it will be useful to meet at this stage so that we can discuss points arising out of the Defence.

Now that we know the Defendant's exact position on the various aspects of the claim, I am reviewing the case generally so that we can be satisfied that all aspects have been properly put before the court in the statements of case and checking to see if there are any points the Defendant should be asked to clarify or answer. More generally, I will now review the evidence on the basis of the statements of case to ensure that evidence will be ready for exchange by the appropriate time and deal with the matters that remain in dispute.

I will let you know when we are ready to move on to the exchange of evidence with the Defendant. Meanwhile I anticipate that the court will require reports from the parties suggesting how the case should best proceed. I will advise further once I am ready to make this report to the court.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
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Client Advice on Disclosure

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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 { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME } ('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

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- (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.

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

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Client Advice re Proceedings

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I refer to our recent advice and now write to recap generally and offer my advice in the light of all the information now obtained.

[I have also been able to obtain the opinion of Counsel, your Barrister, on the case.]

I will deal, as I did initially, with both liability and quantum before moving on to summarise the current status and the action I now think is appropriate.

1. Liability

{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1LIABADM } = "Liability Admitted" "The Defendant has admitted liability, so this should not be in dispute. Whilst, strictly, the Defendant could still defend the claim, I consider that the evidence obtained suggests that the liability of the Defendant will be established in any event." "{ IF { MERGEFIELD "TK_PIDEF2DETAIL_tkDEF2LIABADM" } = "Liability Admitted" "The Defendant has admitted liability, so this should not be in dispute. Whilst, strictly, the Defendant could still defend the claim, I consider that the evidence obtained suggests that the liability of the Defendant will be established in any event." "{ IF { MERGEFIELD "TK_PIDEF3DETAIL_tkDEF3LIABADM" } = "Liability Admitted" "The Defendant has admitted liability, so this should not be in dispute.

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Whilst, strictly, the Defendant could still defend the claim, I consider that the evidence obtained suggests that the liability of the Defendant will be established in any event.

" **** [The Defendant has not admitted liability. However, on the information now available, my advice is that I would hope to establish that the Defendant is liable. It is, however, right to point out that the case on liability may still have to be reassessed once further information relating to the Defendant's stance is available.]

Or

**** [The Defendant has not admitted liability. On the information now available, my advice is that you may succeed in showing the Defendant is liable but, equally, the Defendant may be able to defend the claim successfully. Much depends upon how a court would, ultimately, view the evidence. Nevertheless, and given the importance of the claim, it does seem appropriate to proceed, although it is right to warn you of the potential difficulties.]

Or

*** [The Defendant has not admitted liability. I have, as you know, encountered some difficulty in completing enquiries that would help me to advise on whether the Defendant will be liable.

As, on the information available, I consider that the Defendant may be liable, and given the importance of the claim to you, I think it is appropriate to proceed. Once proceedings are under way, court orders should allow us to complete investigations, at which stage I will be able to advise further on liability.

It is, however, right to point out that the case on liability may have to be reassessed once we have been able to obtain all the information we need.]" }" }" }

2. Quantum

{ IF { MERGEFIELD TK_PIVALUE_TKNETVLCLAIM } <> "" "My advice on quantum, as set out in earlier correspondence, is that the potential value of the claim is in the region of £{ MERGEFIELD "TK_PIVALUE_TKNETVLCLAIM" }" "As some information on quantum is still awaited, I am not yet able to give you a firm view on the value of the claim, although I will do so when I can." }

*** [I should remind you that any valuation of the claim is subject to allowances for the risks of litigation and arguments that the Defendant can advance on how the level of compensation should be assessed.]

3. Current status

The claim has not been resolved as { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1LIABADM } = "Liability Admitted" "**** [whilst progress has been made on liability, the Defendant has not put forward an acceptable offer of settlement]/ *** [although the case is not yet capable of final settlement, I think it is reasonable for there to be some interim provision, but no suitable proposals for this have been put forward by the Defendant.]" "{ IF { MERGEFIELD "TK_PIDEF2DETAIL_tkDEF2LIABADM" } = "Liability Admitted" "**** [whilst progress has been made on liability, the Defendant has not put forward an acceptable offer of settlement]/*** [although the case is not yet capable of final settlement, I think it is reasonable for there to be some interim provision, but no suitable proposals for this have been put forward by the

Defendant.]" "{ IF { MERGEFIELD "TK_PIDEF3DETAIL_tkDEF3LIABADM" } = "Liability Admitted" "**** [whilst progress has been made on liability, the Defendant has not put forward an acceptable offer of settlement]/**** [although the case is not yet capable of final settlement, I think it is reasonable for there to be some interim provision, but no suitable proposals for this have been put forward by the Defendant.]" " the Defendant has maintained a denial of liability and not put forward any offers." }" }" }

4. My advice

Accordingly, given the merits of the case and the potential level of compensation, my advice is that *** [, unless a satisfactory settlement can now be achieved,] it is appropriate to pursue the claim by court action against the Defendant.

Unless I hear from you to the contrary, I shall assume that you are prepared to commence court proceedings against the Defendant at this stage if necessary.

*** [I should like, however, to make a final effort at negotiation before court proceedings are commenced. So, whilst I will, with your approval, move on to prepare the court papers I will also, again subject to your instructions, pursue some further negotiations and will be writing, in the near future, to explain what form I think these should take.]

5. Costs

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "CFA" "

It is right to advise you on the usual rules relating to costs, following issue of proceedings, although those rules are modified under the terms of the conditional fee agreement you have entered. Accordingly:

- the issue of proceedings does not affect the conditional fee agreement we have already made in respect of your own costs;
- once court proceedings have been issued, you have, potentially, a liability for the Defendant's own legal costs. However, you should only have any responsibility for the costs of the Defendant if your claim were to fail or if you were to drop the claim after the issue of court proceedings. If any such liability arises then this would be met under the terms of the insurance policy you took out at the time of entering the conditional fee agreement;
- if the claim succeeds, the Defendant will have to pay the costs of the claim although this would mean the Defendant only having to pay most, and probably not all, of the costs." "

It is right to advise you on the usual rules relating to costs, following issue of proceedings. Accordingly:

- once court proceedings have been issued, you have, potentially, a liability for the Defendant's own legal costs. However, you should only have any responsibility for the costs of the Defendant if your claim were to fail or if you were to drop the claim after the issue of court proceedings;
- if the claim succeeds, the Defendant will have to pay the costs of the claim although this would mean the Defendant only having to pay most, and probably not all, of the costs." }

I hope that the summary in this letter brings you fully up to date and usefully confirms the action I now think appropriate.

I am now going to work further on the case and will write to outline the further steps I shall be taking as soon as I can.

Yours sincerely

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Client Apply Enter Judgment

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

As the Defendant has failed to reply to your claim within the permitted time limits, I have now
made an application to the Court for Judgment to be entered by default.

I will contact you further when I have heard from the Court.

Yours sincerely

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Client Care Guide (Initial Letter)

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

Further to our recent discussion, I would like to thank you for instructing us in connection with your claim for damages arising from the above accident.

I enclose an Accident Questionnaire and would be obliged if you would kindly complete this as fully as you can and return it to me as soon as possible. I will use this information as the basis for your claim, and it is therefore important that the information you provide is as accurate as possible. If therefore you have any queries regarding the questionnaire, please do not hesitate to contact me to discuss this further.

I also enclose two forms of consent, which I request you sign and return to me, to enable me to apply for copies of your Hospital and GP records.

Liability

To succeed in a claim for damages for personal injury you will have to prove that you have suffered injury, that someone else was negligent and that this negligence has caused your injury. It is not sufficient to only prove that you have been injured. If the claim is about the Defendant's negligence and/or breach of statutory duties, you will have to show, on balance of probabilities (i.e. that is more likely than not) that the Defendants were negligent or in breach of

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their statutory duties. In order to do this you will need to give full details of the allegations against the Defendants.

On the information I have currently to hand, I consider the prospects of a successful outcome in your case are reasonably good. I will of course review liability upon receipt of the completed Accident Questionnaire, and when I have been able fully to investigate the circumstances of the accident. I will keep you informed of developments as they occur, with my further views on liability.

Limitation

As you may be aware personal injury cases are subject to certain time limits. One of the most important is known as the Limitation Date. This is the date by which one of two events must have happened; either your case must have settled or proceedings must have been issued. If neither of these events have occurred then your case is known as "Statute Barred", and you will be unable to proceed.

Calculating the Limitation Date can sometimes be complicated; in your case I have calculated it as { MERGEFIELD TK_PICOURTDETS_TK_LIMDATE \@ "d\"*ordinal } { MERGEFIELD TK_PICOURTDETS_TK_LIMDATE \@ "MMMM yyyy" }.

I will make sure that your case is dealt with expeditiously so that this does not become a problem. In return you must deal with any correspondence I send you as quickly as you are able.

Damages

Damages will be awarded provided it is established that your injury was caused by fault or blame on the part of the third party. The calculation of the sum due will be based on several matters including compensation for pain, suffering and discomfort arising from your injury, loss of wages and other financial losses such as out of pocket expenses, which are directly related to the injury or accident. Any future losses which can be established will also be included.

Documentary Evidence

Because you must prove your claim it is very important:

- a. that you keep all documents including:-
 - i) any expenses and receipts relating to your injuries, e.g. taxi fares to hospital or special equipment purchased;
 - ii) all correspondence you have had regarding this claim;
 - iii) all documents relating to your treatment; { IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "Employers Liability" "

If your claim is against your employer:-

- iv) your contract of employment;
- v) your job description;
- vi) correspondence with your employer;
- vii) copies of the accident book or any other relevant documents;

viii) any other documents which you think may be relevant." "" }

IMPORTANT - you must keep all documents relevant to the claim, not only those that you will help your case.

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "Employers Liability" "

- b. Photographs of your workplace where the injuries were sustained at work: you should take photographs yourself as soon as possible so that important evidence is not lost if the situation changes;" "
- b. Photographs of the scene of the accident; you should take photographs yourself as soon as possible so that important evidence is not lost if the situation changes;" }
- c. Photographs of your injuries; if you have bruising or cuts and scars it would be helpful if you could take photographs of these at the earliest possible opportunity.

Next Steps

Once I have received the completed Accident Questionnaire and forms of consent from you { IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } <> "RTA" "{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } <> "Please Select" "I will send a detailed letter of claim to the third party involved in this incident, along with his/her insurers." "{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME } = "" "{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "I will be contacting the police to find the details of the other vehicle and driver. Once I have these we will sent a detailed letter of claim to them inviting their insurance company to contact me." "I will send a detailed letter of claim to the other driver's insurance company inviting them to contact me." }" "" }" "" } { IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "RTA" "{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME } = "" "{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "I will be contacting the police to find the details of the other vehicle and driver. When I have these I will sent a detailed letter of claim to them inviting their insurance company to contact me." "" }" "I will send a detailed letter of claim to the other driver's insurance company inviting them to contact me." }" "" }

A medical Report will be needed to give an accurate estimate of the value of your claim in respect of injury and I will arrange for you to be medically examined in due course. If you agree with the Medical Report, I will then send it to the Defendants with a document detailing all your financial losses.

Enclosed with this letter you will also find my firm's standard Terms and Conditions, containing information about funding, which I would request that you read carefully. If you have any queries please do not hesitate to contact me. As soon as I have received the requested documentation from you I will proceed to deal with your matter.

I look forward to hearing from you.

Yours sincerely

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Enc: Accident Questionnaire

Medical Records Authority (2 copies)

Terms and Conditions of Business

(enc: List of Hourly Rates{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } =

"CFA" "

Conditional Fee Agreement)" "}" }

Client Conf Instr Med Expert

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MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I write to update you on your claim.

{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1LIABADM } = "Liability Admitted" "I am
pleased to advise that liability has been admitted in your claim. I will now obtain a medical report
from an independent medical expert in relation to your injuries to allow me to value your claim
and, ultimately, progress your claim forward to settlement." "{ IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2LIABADM } = "Liability Admitted" "I am pleased to advise that
liability has been admitted in your claim. I will now obtain a medical report from an independent
medical expert in relation to your injuries to allow me to value your claim and, ultimately,
progress your claim forward to settlement. " "{ IF { MERGEFIELD
TK_PIDEF3DETAIL_tkDEF3LIABADM } = "Liability Admitted" "I am pleased to advise that
liability has been admitted in your claim. I will now obtain a medical report from an independent
medical expert in relation to your injuries to allow me to value your claim and, ultimately,
progress your claim forward to settlement." "Unfortunately, the defendant is still denying your
claim. However, given the merits on liability, I will continue to prepare the claim for a trial and
part of this preparation involves obtaining medical evidence from an independent medical
expert." }" }" }

The medical expert, { IF { MERGEFIELD TK_PIINJMEDDETS_TKMED_EXP_INSTR } =

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"Expert 1" "{ MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT1_title" } { MERGEFIELD
 "TK_PIIJMEDDETS_tkMEDEXPERT1_forename" } { MERGEFIELD
 "TK_PIIJMEDDETS_tkMEDEXPERT1_surname" }" "{ IF { MERGEFIELD
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 "TK_PIIJMEDDETS_tkMEDEXPERT2_surname" }" "{ IF { MERGEFIELD
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 "TK_PIIJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
 "TK_PIIJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
 "TK_PIIJMEDDETS_tkMEDEXPERT3_surname" }" "" }" }", is experienced in preparing such
 reports and will send an appointment to you within the next four to six weeks.

If you have not received an appointment by then, please advise me.

If the appointment is inconvenient, then you should telephone the doctor's secretary and re-arrange it. However, you will appreciate that this may well cause delay in you being examined. Sometimes doctors are called to Court or because of their other obligations have to cancel appointments at short notice.

Different doctors, and medical conditions, will require different types of examination. Your appointment may be brief if the doctor has seen full medical records. You will be asked to describe the symptoms you have had and any you continue to suffer. You will also need to describe the injury itself and your treatment. You may want to take with you a written note of the problems you have had, and any questions you wish to ask. A member of your family, or friend, can accompany you if you wish. The doctor may ask for you to have X-rays taken. If you have any X-rays or scans in your possession, please take these with you.

The doctor's job is to act on our instructions, but nevertheless he has a duty to the Court to prepare a fair report. He may therefore want to ask questions so as to be satisfied that all your problems are attributable to the injury.

Following the examination a report will be sent to me and I will then send this on to you for you to read and agree. This usually follows within about four to six weeks of the examination unless delayed by the need to see medical records.

It is likely that if you fail to keep any appointment made for you by the doctor, a cancellation fee will become due. If the appointment which is sent to you is inconvenient then you must take immediate steps to contact the doctor to re-arrange the appointment.

Finally, I attach a handout on the role of the medical expert in Personal Injury cases which you may wish to read before you appointment.

Yours sincerely

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Client Conf Let Of Claim Sent

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client_no }/{ MERGEFIELD matter_no }

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TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I confirm that I have today sent a letter to { IF { MERGEFIELD
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TK_PIDEF1DETAIL_tkDEF1TITLE } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME
} { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" } to notify them of your claim.

They are required to pass on a copy of my letter to their Insurers straight away, and under the
Personal Injury Pre-Action Protocol the letter should be acknowledged by them or their Insurers
within 3 weeks.

I will let you know as soon as I hear anything further.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
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TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

RE: Your Claim

I write to confirm that court proceedings have now been issued on your behalf and, in the near future, copies of the formal court documents detailing your claim will be received by the Defendant.

I think this is a convenient point to outline the way in which the court case will proceed and to remind you of the costs implications of court action.

I hope this will give you a clear picture of the action I will be taking on your behalf and usefully confirm some aspects of earlier advice.

1. Stages of the court process

The steps in the court process can be summarised as follows:

(1) *Details of the case*

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The court papers sent to the Defendant include the Particulars of Claim which set out what has happened, the effect of what has happened, and why the Defendant is blamed.

The Defendant has 14 days, from receiving the court papers, to indicate whether the claim is to be defended.

(2) *The Defence*

The Defendant must respond to the Particulars of Claim by a Defence. Assuming the Defendant first indicates the claim will be defended, the Defendant will have 28 days from receipt of the court papers to send out the Defence.

The Defence must confirm which parts of your claim are admitted, which parts are not admitted but not denied, and which parts are denied. The Defendant must give reasons for the matters that are denied. In this way, the Defence will define which aspects of the case have to be proved at a later stage and should help to narrow, to some extent, those issues.

If the Defendant fails to indicate within 14 days whether the claim is to be defended, or fails to send out a Defence within 28 days, I can ask the court to enter judgment in your favour. Any such judgment would finalise the question of liability in your favour, leaving only the amount of compensation to be decided by the court. This would be fixed at a hearing if terms could not be agreed in the meantime.

It is quite likely however that the Defendant, or solicitors instructed to act, will ask for further time over and above 28 days, to prepare the Defence. The Defendant should not generally have more than 42 days from receipt of the court papers to send out a Defence, although in appropriate circumstances the court may allow longer. I will let you know if this timescale is extended.

(3) *Exchange of further detail on the case*

Once I have the Defence I will:

- (i) write to outline the issues that have emerged;
- (ii) consider whether I need to reply to the Defence on your behalf. A reply is not normally required but sometimes fresh points can be raised in the Defence which do require comment;
- (iii) consider whether any questions need to be put to the Defendant to obtain further information on matters arising out of the Defence.

The Defendant may well send with the Defence a request for some further information on your case, and I will let you know if I need further instructions from you to deal with any such request.

(4) *Allocation and case management directions*

When statements of case have been exchanged, the court will ask the solicitors acting for each party to file a report. That report will detail the background to the proceedings, the issues that have arisen, the evidence that will be necessary to deal with those issues and any other matters that the court might need to make a ruling on. The purpose of this

is to ensure that the issues which remain in dispute at that stage can be resolved as justly as possible. For these purposes, the court is particularly concerned to ensure that the matter is dealt with expeditiously, economically and proportionately.

The court may at that stage direct any specific issue to be determined ahead of other issues as this sometimes helps in resolving the whole case.

When the court has considered the reports a decision will be made:

- (i) allocating the case to a particular 'track'. I will explain in more detail what this involves when the allocation has taken place but briefly there are particular tracks suited to particular types of case, designed to achieve the overall objective of a just outcome;
- (ii) the court will also give appropriate directions, which again I will explain in more detail once made. The purpose of the directions is to help guide the case, again as justly as possible, through the remaining stages towards a final hearing.

(5) *Disclosure of documents*

The directions given by the court will normally direct all parties to give disclosure of documents.

This involves the preparation of a list containing all documents which that party has, or has had, possession of relating to the issues in the case, as these have been defined by the Particulars of Claim and the Defence. That list must also contain written confirmation that the list is complete and that it has been prepared after an appropriate search for any documents that might be relevant.

Sometimes, particularly if the issues are narrowed or there is unlikely to be any relevant documentation, the court may dispense with the need for a formal list from one or more parties but, in the meantime, I think it best to assume that disclosure will take place and to give advance warning of what this will involve.

I may well already have all relevant documents from you but to ensure that I will be ready to deal with this stage of the case promptly, it would be helpful if you could give the matter some thought, and if necessary search for any further relevant documents, so that as and when we reach this stage of the process I will be able to ask you for:

- (i) any further documents still in your possession (except for the letters and documents I have sent you as of course I already have these), including documents that have come into existence or into your possession since the claim started. If at that stage you are in doubt as to the relevance of any documents it would be best to let me have them;
- (ii) a list of any documents you once had but no longer have, relating to the case in any way, stating the identity of those documents and if known when you last had them and what became of them.

As disclosure of documents is such an important stage of the case, I will write to you again confirming what is required when we reach it.

(6) *Dealing with the documents disclosed*

Any party is entitled to ask for copies of documents disclosed in another's list.

Of course in accordance with the protocol, documents have already been obtained from the Defendant but I will, nevertheless be reviewing the matter once we have the Defence to see if there are any further documents which the Defendant should be disclosing. If so I will check the Defendant's list to ensure that disclosure has been given and seek copies of such documents so that I can send further copies to you for your information and comment.

If there are any further specific documents you expect the Defendant to have concerning the issues that have emerged, it would be helpful to have a list from you when we reach this stage of the case, identifying either particular documents or if necessary, categories of document.

(7) *Exchange of witness statements*

The court will also usually give a direction that each party must disclose to any other party the statements of any witness of fact on whose evidence it is intended to rely.

The court will generally stipulate that this exchange should take place on the same day so that no party has the advantage of seeing the other's statements first.

As I mentioned when preparing your statement, that statement is not necessarily intended for disclosure to the Defendant and before dealing with this stage of the action I shall most likely be preparing an up-to-date statement concentrating on the main issues of the case and covering any further points that may arise out of the earlier stages. Once any up-to-date statement is completed or I have decided we can rely on the existing statement, this together with any statements from other witnesses on whose evidence you rely will be sent to the Defendant. I will let you have copies of statements produced by the Defendant.

(8) *Exchange of expert evidence*

To assist the court in making a decision on the case it is helpful to have expert evidence – that is guidance from a suitably qualified expert to help the court in deciding any issues arising in the case.

However the court's permission is required for any party to rely on any expert evidence at a hearing. Permission to rely on expert evidence is one of the matters the court will deal with when giving case management directions (although initially the court may simply direct the arrangements for disclosure of evidence, with permission to rely on the evidence being considered once that disclosure has taken place).

I will now deal with some specific points concerning expert evidence.

(i) *Expert medical evidence*

I have sent to the Defendant with the court papers the medical evidence obtained from our expert/experts.

The Defendant must decide whether to agree that evidence (and medical evidence is very often agreed) or if it is not agreed, to try and identify points of disagreement by the Defence.

I hope that the medical evidence already obtained and disclosed should be all we need to confirm the injuries suffered and the effect of these, although I will let you know at the appropriate stage if I think anything further is required.

(ii) Other expert evidence

Any other expert evidence will be exchanged at or soon after the time when witness statements are exchanged. Like witness statements, it may be appropriate for reports to be exchanged, if the Defendant has corresponding evidence, on the same day.

Once the Defence has clarified the issues, I will advise you on whether I think it is necessary to rely on further expert evidence.

(iii) Agreement of expert evidence

I hope that it may be possible for the expert evidence to be agreed as the agreed opinion can then be used in written form by the court to help reach a decision. That avoids the need for oral expert evidence to be given, which usually makes any final hearing date easier to arrange.

If there should be more than one expert in any particular field, the court, with a view to encouraging agreement, will normally direct the experts to confer and prepare a joint statement either confirming agreement or identifying points of disagreement. This is very useful in helping to narrow the issues and can often help promote a settlement of the case.

(iv) Permission to rely on expert evidence

As already mentioned, the court needs to give permission before any party can rely on expert evidence at any hearing. I will ask the court for permission to rely on the expert evidence disclosed to the Defendant when the court reviews progress, although it may be that the court will not be able to deal with this or give a final decision about whether the evidence in written form should suffice until after exchange of evidence.

Once further expert evidence has been exchanged, or we can confirm that we are content to rely on the evidence already obtained, most of the preparatory stages of the case will have been dealt with and each party will have a very clear idea about the case of the other.

(9) *Review*

After all these preparatory stages have been dealt with, the court will expect further reports from the solicitors for the parties confirming the progress made. This is a further

opportunity for the court to give any further directions that may be appropriate to ensure the case reaches a just conclusion as soon as possible.

I would hope that at or soon after this review, the court will arrange a final hearing date, if appropriate, for any issue the court considers ought to be dealt with before other issues in the case.

Whilst sometimes the court may arrange a final hearing date when first reviewing the case, it is more likely the court will give what is known as a 'trial window'. That will provide a general indication of when the case is likely to be heard so that I can, when reporting on progress to the court, confirm dates that would be convenient to those involved.

(10) *The final hearing*

Once a final hearing date has been arranged, I will carefully review all the evidence to offer any further advice that may be appropriate at that stage and to ensure that the case is ready to be heard.

The hearing will often deal with all the issues in the case, so that the matter reaches a conclusion there and then. However as already indicated, it may be appropriate for a particular issue to be dealt with as a preliminary, in which case some of the stages already outlined will be confined to that issue and the final hearing will be on that issue only. I will explain in more detail how issues can be dealt with separately, if this seems appropriate, when we receive the Defence or if the court directs issues to be dealt with separately.

At the final hearing a judge will read the statements of case and consider the documents, witness statements and expert evidence disclosed. The judge will then reach a decision on the issues the hearing is concerned with, so this may involve a ruling on liability, an assessment of the appropriate level of compensation, or both.

Should a final hearing be necessary, I would arrange for you to be represented, usually by a barrister.

I think it best to summarise all the stages in the case as I hope this overview will assist when I write to report to you as we deal with each stage. It may however be possible to avoid some of the stages, if the issues in the case can be narrowed and of course a settlement of the case can be achieved at any stage during the court process if suitable terms are offered by the Defendant. Should terms be agreed, the court can then be asked to make a final order in those terms without the need for a hearing which goes into the issues.

2. Timescale

At this stage, I am able to give only a very broad indication of timescale. You will gather from the stages in the court process, that it is likely to be about a month before the Defence is received and it may be a further month or so after that before the court can deal with allocation and case management directions. However once case management directions have been given we should have a much better idea of when the case is likely to reach a conclusion, as the court will normally aim to ensure any final hearing date takes place within about 6 months of those directions being given. Of course the actual timescale must depend on the circumstances of

each case and the time by which the evidence required by the court to make any final decision will become available.

I will therefore provide a more detailed timetable for you once the court has had the opportunity of giving appropriate directions.

3. Negotiations and settlement

Most cases of this kind do reach settlement without the need for a hearing in which you would need to give evidence. As I have already mentioned, the issue of court proceedings does not prevent the parties reaching agreement at any stage, and the exchange of offers (either informally or on the more formal Part 36 basis) which I explained to you at an earlier stage, is just as applicable after the issue of proceedings as it is prior to those proceedings being commenced.

Accordingly, although court proceedings have been issued, it is unlikely that you will have to give evidence at any court hearing as I will deal with all the steps in the case, although you would need to attend any final hearing. The intention of issuing proceedings is essentially, to try and force a settlement of the claim sooner rather than later.

4. Costs

Finally, now that proceedings have been issued, may I remind you that there is a change in the position on costs. The principal changes are outlined below.

(1) *Your own costs*

The issue of proceedings does not affect the conditional fee agreement we have already made in respect of your own costs.

(2) *Recovery of costs from the Defendant*

If your claim succeeds, you would not usually have any significant liability for the costs of the Defendant and moreover the Defendant would have to pay most, though not all, of your legal costs.

(3) *The Defendant's costs*

Should the claim not succeed, the Defendant would be entitled to ask the court to order that you pay the Defendant's own legal costs. Of course you would only potentially be responsible for the costs of the Defendant if the claim were to fail or the claim were to be dropped. Should you have any such liability then this would be met under the terms of the insurance policy you took out at the time of entering the conditional fee agreement for legal expenses.

I will of course write to you further at each stage of the case, but hope this letter brings you fully up to date in the meantime and usefully summarises the action I will need to take on your behalf to deal with the stages of the court process.

Yours sincerely

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Client Confirm Issue

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

Thank you for signing 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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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I am pleased to confirm the settlement of your claim in the global amount of { ASK settlement "Enter amount of settlement." \d "£" }{ ref settlement * MERGEFORMAT }.

I hope to receive your damages cheque within the next 28 days and will keep you informed of developments.

Yours sincerely

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I now have pleasure in enclosing a cheque in the sum of £* which I have received from the Insurers.

This now brings your claim to an end and I will be seeking from the other side my professional costs and expenses which should be concluded shortly.

It is also my duty to advise you that { MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }, under Solicitors Regulation Authority rules, we must keep a copy of your file of papers for at least 6 years.

It is our policy to keep an electronic copy of your file and to destroy the paper file which has been kept. Naturally, if you wish to be provided with your file of papers please let us know within 14 days from the date of this letter.

Finally, can I please express my gratitude to you for instructing { MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" } to act on your behalf.

Yours sincerely

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{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Enc Copy 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 }

Your Ref:

{ SET LETTER{ DATE \@ "d MMMM yyyy" } }{ref LETTER \@ "d MMMM yyyy" \ *
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{ 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
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TK_PICLIENTINFO_tk_SALUTATION } = "" "{ MERGEFIELD LINKNAME_TITLE_1 } {
MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I enclose a copy statement I have prepared from your instructions. Please read it carefully. Occasionally there can be errors of fact or of emphasis in statements and obviously it is for you to confirm the facts are correct. Please write to me with your observations or if there are any points which cause concern. It is important that you should approve the statement for the following reasons:

If your case goes to court the statement will form the basis of your evidence, the statement will have been disclosed to our opponent. You will not be allowed to substantially depart from your statement when you give evidence. Any adverse comments or mistakes in the statement will therefore bind you.

If you write to me pointing out a mistake in the report it is always helpful to me if you can refer to the specific paragraph in the statement which contains the mistake so that I can quickly find the point you are making. Please retain the enclosed statement for your own records and refer to it before speak to anyone regarding the case or when the case finally goes to trial. Do not let anyone else see your statement.

Please do not hesitate to contact me should you have any questions or queries.

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

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Enc Expenses

Questionnaire

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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 confirm I have today received the documents from our sign up agents and have updated your file.

I am now in process of drafting the Letter of Claim and will be contacting you again shortly to discuss your case further.

In the meantime I enclose an 'out of pocket' expenses questionnaire for you to complete and return to me at your earliest convenience together with any supporting receipts/document as claimed.

If you have any queries regarding the claim in the meantime, please do not hesitate to contact me. I look forward to hearing from you.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Enc Letter Of Claim

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MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I enclose a copy of the 'Draft Letter of Claim' in your case. This is a very important document as it forms the basis of your case. It is therefore important that you read, understand and agree with the letter and its contents. We consider the letter fully puts over your case.

Please let me have your instructions. If you wish to telephone me please be ready to give your full reference above and if I am not available please be ready to leave a detailed message with any of my colleagues all of whom will be happy to take the message. If they are able to deal with the matter they will do so, if not they will refer the matter to me and I will contact you.

I confirm that this letter will not be sent to the other side until I have your instructions that you are happy with the contents of the letter. It will then be sent formally to the other side. They must then pass it onto their insurers or solicitors and acknowledge the letter within 21 days.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }

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

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Enc Medical Report

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref:

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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 received a Medical Report following your recent appointment with { IF {
MERGEFIELD TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 1" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT1_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT1_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT1_surname" }" "{ IF { MERGEFIELD
TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 2" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }" "{ IF { MERGEFIELD
TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 3" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }" "" }" }" }, and enclose a copy of the report
for your consideration.

Please read it carefully as occasionally there can be errors of fact or of emphasis in reports and
it is important that you should approve the report because if your case goes to court you cannot
call a doctor to give evidence unless his/her report has been disclosed to your opponent. The
doctor cannot substantially depart from his/her report when s/he gives evidence. You will

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therefore be bound by any adverse comments or mistakes in the report.

If there are any errors in the report, please can you write to me pointing out a mistake in the report. This is preferable rather than taking instructions over the telephone as the expert will need to see your comments in writing before he can amend the report. It is always helpful to me if you can refer to the specific paragraph in the report which contains the mistake so that I can quickly find the point you are making.

If there are no amendments, I would be grateful if you could confirm again in writing that you are in agreement with the report either by email or by post.

I look forward to hearing from you in the near future.

Yours sincerely

**{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }**

Client Enc POC

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref:

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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 }

Client Enc Policy Schedule

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref:

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{ 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 }" }

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

In order for us to proceed we need to take out insurance to protect you in the event that you are unsuccessful with your claim. This will cover any costs and expenses paid by the other party.

We enclose the relevant insurance policy documentation and Policy Schedule for your information. 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.

Please rest assured that your claim is being dealt with on a "No win-No fee" basis and there will be no charge to you in relation to the pursuance of your claim, as long as you continue to co-operate in the progress of your claim.

If you are unsure about the contents of this letter then please contact me and I will be more than happy to assist you.

Yours sincerely

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{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME\*UPPER }
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Client Enc Trial Bundle

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

Please find enclosed herewith the trial bundle for your case, a copy of which has been forwarded to both the Court and Counsel.

Should you require any further information with regard to the trial bundle or the trial, please do not hesitate to contact me.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Client Infant Approval COS Claim

Form

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MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

As discussed the claim has been agreed at £{ IF { MERGEFIELD
TK_PIVALUE_TK_TOPUP_AMT } = "" "{ MERGEFIELD "TK_PIVALUE_TK_PT36_AMT_D" }"
"{ MERGEFIELD "TK_PIVALUE_TK_TOPUP_AMT" }" } for { MERGEFIELD
"LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }'s claim and you
confirmed you were happy with this sum.

Procedure

As previously discussed, any money due to your { IF { MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Son" "son" "" } { IF { MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Daughter" "daughter" "" } { IF { MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Other" " " * " " "" } will be held on trust for { IF {
MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Son" "him" "" } { IF {
MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Daughter" "her" "" } { IF {
MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Other" "him/her" "" } by the court
until { IF { MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Son" "he" "" } { IF {
MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Daughter" "she" "" } { IF {
MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Other" "s/he" "" } reaches 18
years old. At present, I am currently preparing the papers so that we may apply to the court to

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fix a hearing date for the matter to be dealt with.

This is known as an 'infant approval hearing' and is an informal hearing to approve that our valuation of { MERGEFIELD "LINKNAME_FORENAME_1" }'s claim is correct. Primarily these informal hearings are required to ensure the interests of a child claimant are safeguarded.

The Hearing

You will need to attend this hearing with { MERGEFIELD "LINKNAME_FORENAME_1" } and bring with you { IF { MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Son" "his" "" }{ IF { MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Daughter" "her" "" }{ IF { MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Other" "his/her" "" } passport and a copy of { IF { MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Son" "his" "" }{ IF { MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Daughter" "her" "" }{ IF { MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDRSHIP } = "Other" "his/her" "" } birth certificate. The hearing will be at { MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }.

I will of course update you once I have received a date for the hearing, together with some further information about the hearing and directions.

Please also find enclosed a Certificate of Suitability of Litigation Friend and Claim Form. Please sign the documents where indicated.

Certificate of Suitability of Litigation Friend: as { MERGEFIELD "LINKNAME_FORENAME_1" } is under 18 years old, the Court Rules require that the proceedings, whilst taken in { MERGEFIELD "LINKNAME_FORENAME_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. Whilst it is right to make this clear, I do not think 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 you signed originally;
 - (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. Liability has already been admitted and our Part 36 offer to settle accepted by the Defendant insurers;

- (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.

I hope the above provides an explanatory guide. Please sign and date the Certificate of Suitability and Claim Form and return them to me as soon as possible.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Part 36 Response Advice

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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 heard from the insurers that they are prepared to offer you £{ MERGEFIELD
"TK_PIVALUE_TK_PT36_AMT_D" } in full and final settlement of your claim.

Of this sum £* represents your loss of earnings and other expenses as previously discussed
and agreed.

The remainder is compensation to you for your pain and suffering and is based on the medical
evidence in your case. A small amount of interest is also included in this sum.

If your case proceeds further, for example, by going to Court, the Judge will assess a value for
your injuries. The Judge will be guided by cases, which have been previously decided by other
Judges and will rely on previous experience. There is no set scale for the awards and to an
extent the matter is one of individual judgment for the Court.

{ IF { MERGEFIELD TK_PIVALUE_TK_PT36_ADVICE } = "Accept" "I consider that the offer
made is reasonable. I believe the likely range of awards (including financial losses) is between
£* and £*. I suggest you accept the offer in full and final settlement of your claim." "I
consider that the offer is too low. I believe the likely range of awards (including financial losses)

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is between £* and £* . I suggest you reject the offer so that I may continue my negotiations." }

I must remind you that once your claim has been settled it is on a once and for all basis. There can be no further application for damages should your medical or employment position change, or if further losses are incurred.

I look forward receiving your written instructions as soon as possible. If you wish to discuss the offer please telephone me.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Part 36 Sent (Infant Claim)

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

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{ 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 }" }

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I write to update you on the progress with this claim.

Thank you for returning the Settlement Authority Infant Claim Form confirming that you are happy with the medical evidence, Schedule of Loss and valuation together with our settlement offer advice.

I confirm the formal offer with supporting medical evidence and Schedule of Loss have now been sent to the defendant insurers.

They now have 28 days in which to respond to us and I will advise you within your regular monthly update once I have received their response.

Yours sincerely

**{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }**

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Client Part 36 Sent

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I write to update you on the progress with your claim.

Thank you for returning the Client Agreement Form confirming that you are happy with the medical evidence, Schedule of Loss and valuation together with our settlement offer advice.

I confirm the formal offer with supporting medical evidence and Schedule of Loss have now been sent to the defendant insurers.

They now have 28 days in which to respond to us and I will advise you within your regular monthly update once I have received their response.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
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Client Re Ackn Of Claim

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I write to advise that I have now heard from the insurers of the Defendant who will be dealing with the claim, and who confirm that they are now proceeding to undertake investigations.

*

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Client Re Allocation

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

Following receipt of the Defence, I have received a request from the court for a report on the case and suggestions as to how the matter should now move forward. The Defendant's solicitors will have received a similar request for a report.

I am outlining to the court the background to the matter and inviting the court to make directions which I hope will help to move the case forward towards a final hearing.

To do this, the court will need to allocate the case to a track and give appropriate directions for trial.

Once this 'trial window' is known, we will have a good idea of when the hearing will take place, if a settlement cannot be agreed meanwhile.

The court may even fix a hearing date at this stage.

So that I can ensure that any hearing date or time within which the hearing date will be arranged in due course is convenient for you, and indeed other people involved in the case, I should be grateful for details of your availability during the next 12 months.

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I will let you have a further report once the case has been allocated to a track and the court has given case management directions. I will then be in a position to outline in more detail any decisions made by the court on the evidence that each party can rely on, as well as the likely timescale for then dealing with progress of the case.

I expect to hear from the court within the next few weeks.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Re Medical Appointment

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
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TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

You should by now have received a letter offering you an appointment to see { MERGEFIELD
TK_PIIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIIINJMEDDETS_tkMEDEXPERT1_forename } { MERGEFIELD
TK_PIIINJMEDDETS_tkMEDEXPERT1_surname } on { MERGEFIELD
TK_PIIINJMEDDETS_tkMEDAPPTDATE \@ "d"*ordinal } { MERGEFIELD
TK_PIIINJMEDDETS_tkMEDAPPTDATE \@ "MMMM yyyy"}.

I would remind you that the report that will be prepared following the examination will detail the nature and extent of your injuries and it is therefore important that you provide the doctor with as much information as possible at the time of the examination.

If for any reason the appointment is not convenient for you, please telephone the Consultant's secretary to re-arrange it. If you do so, I would be grateful if you would let me know the new date fixed. It is important once you have confirmed you can attend the appointment, that you indeed do so. If you fail to attend the appointment, or re-arrange or cancel within 7 days of the date of the appointment, it is likely that a cancellation charge will be raised, which could run to as much as £500.00, being the cost of the full report. Should such a fee be raised due to your failure to comply with the cancellation requirements, you will be personally responsible for that

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fee, as it is not an expense that can be recovered from the Third Party Insurers or your legal expense insurance.

I would anticipate that I should receive the Medical Report in 2-4 weeks after you see the Consultant. I shall let you have a copy of the Report soon after I receive it.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Re Trial Date

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Your Ref:

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MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I write to confirm that the court has now arranged a hearing date for your case against the Defendant and to provide information about the arrangements for that hearing.

The hearing will take place on { MERGEFIELD TK_PICOURTDETS_tkTRIALDATE\@
"d"*ordinal } { MERGEFIELD TK_PICOURTDETS_tkTRIALDATE\@"MMMM yyyy" } at {
MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }.

I would be most grateful if you could confirm you can attend and also let your witnesses know of the trial date.

The case is due to commence at { MERGEFIELD TK_PICOURTDETS_tkHEARINGTIM } on the above date although in practice it may be necessary for the hearing to begin later in the day, depending upon other work the court has to deal with on that occasion.

Please would you be at court for say 9.15am that morning to allow sufficient time for a full review of the case before the hearing begins.

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I have arranged for you to be represented by a barrister ('Counsel') at the hearing. My role has been to fully investigate and prepare your case for the final hearing whilst Counsel's role is to present the case at court.

Counsel can, as my firm has done, enter a conditional fee agreement with you so that Counsel is also acting on a 'no win – no fee' basis. Very often, when we have entered such an agreement, Counsel will agree to enter an agreement with you in the same terms. However as that will involve Counsel running the risk of being unpaid in the absence of a success under the terms of the agreement, it is right to let Counsel look at the papers (on the basis there will be no charge for doing just this) to decide whether Counsel is prepared to enter a conditional fee agreement. I should know Counsel's views on this in the near future and will report further once I hear.

I will by the hearing have completed my work on the case. Although I or one of my colleagues will be at court just in case any further matters do arise, at that stage I shall leave Counsel to deal with them at the hearing.

You are of course aware of the issues that have emerged as the case has gone through all the preparatory stages. The purpose of this final hearing is for the judge after reading each party's case, considering the documents and hearing the evidence, to reach a decision on the matters in dispute.

What happens at the Trial

On the day, please attend the Court and ensure that you and your witnesses are in smart dress. You will need to sign in with the Usher who will direct you to the correct area. Your barrister will come and find you and at the present moment I will also be attending, although depending on my other work commitments, this position may alter. If this occurs I will let you know as soon as I can, but can assure you that the barrister will be fully conversant with your case and will take care of you on the day.

When you are called into the courtroom, you will be shown to the witness box or table where a copy of the bundle will be placed. I remind you that the court room is a public forum and accordingly members of the public or press are able to attend and make a public record, save for in exceptional circumstances.

You will then be asked to take the oath. This means you have to swear to tell the truth on the holy book of your religion. If you prefer you can "affirm", that is to promise to tell the truth.

It may be helpful if I briefly summarise the procedure the court hearing will follow.

- (1) Counsel will tell the judge about the general background to the case. The judge will probably be familiar with the matter from a review of the papers relating to the case, which have already been filed at court.
- (2) You, followed by any witnesses you rely on, will give evidence. The judge may read your written statement or may ask you to give evidence confirming that statement. The Defendant's Counsel will then have the opportunity of putting any questions. This can be difficult, but the best advice I can give you is to answer the questions as honestly and as clearly as you can and try not to give very long answers. Try also to make some eye contact with the Judge if you can and if you feel that you need a comfort break when

giving evidence, just ask your barrister. If you don't know the answer, simply say 'I am sorry, I do not know' rather than saying think is the right answer as you may inadvertently prejudice yourself.

- (3) The Defendant and any witnesses relied on by the Defendant will similarly give evidence and your Counsel will put any questions.
- (4) Each party's Counsel will address the judge, stressing the main points each party relies on and dealing with any points of law.
- (5) The judge will decide the case, giving full reasons for the decision.

Sometimes judges reserve their decision to a later date but I will chase this for you and advise as soon as the judgement is available if this occurs. Generally you will receive a judgement on the same day.

I hope this usefully explains what will happen on the day and if you require any further information with regard to the trial date or the trial, please do not hesitate to contact me.

In the meantime, I will continue my work on the claim and liaise with the Defendant Solicitors to produce the trial bundles and forward them to the relevant parties and to you once they are completed.

It is of course, still possible for the parties to negotiate a settlement even on the day of the hearing. Accordingly I do not rule out that possibility even at this late stage.

A complete bundle of documents relating to the case, including relevant statements and the summaries of each party's case, has now been prepared and filed at court, and I enclose a bundle for your information. Please bring the bundle of documents to court with you so that you have it to refer to if necessary during the discussions with your barrister.

Finally, for the moment, I shall be grateful if you could confirm that you and your witnesses will attend the hearing.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Client Report On Court Order

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I write to report on the outcome of the application made to the court on your behalf against the Defendant.

I am pleased to report that an order in your favour has now been obtained from the court.

The court has now ordered the Defendant to *

Furthermore, the court ordered the Defendant to pay the costs of the application, whatever the final outcome of the case may be.

I am pleased to be able to report in these terms

Yours sincerely

**{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }**

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Client Terms And Conditions

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Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

TERMS & CONDITIONS OF BUSINESS

YOUR INSTRUCTIONS

We refer to our recent discussion, and would like to thank you for instructing { MERGEFIELD PRACTICEINFO_PRACTICE_NAME }. You have explained the circumstances of your claim and we have discussed the legal aspects and the procedural side of the case with you.

RESPONSIBILITY FOR YOUR WORK

The overall conduct of your claim will be undertaken by { MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" } who is a { MERGEFIELD CALCULATION_STATUS_DESCRIPTION } with this firm, although from time to time it may be necessary for other members of our Personal Injury team to undertake certain aspects of the work. If you wish to obtain information about your claim you should speak to { MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }.

CLIENT CARE

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We insist that our firm meets certain standards with regards to client care. These include:-

- a. Providing clients with copies of all substantive correspondence;
- b. Telephone calls to be returned during the course of the same day if possible;
- c. Correspondence generally to be dealt with on the day it is received;
- d. Letters to be written in plain English;
- e. Appointments to be given without undue delay;
- f. Any significant grievance to be dealt with by the Senior Partner.

COSTS AND CHARGES

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "Private" " 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.

We will send you an interim bill at least every three months. Payment is to be made on the same terms as the final bill.

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.

Please note that it is the Firm's policy to obtain [£.....] on account of costs in every case before we commence work.

FINAL BILL

Payment is due within [] days of us sending you a final bill. We will charge you interest on the bill at []% per year from the date of the bill. If we do not receive payment within [] days, interest will be charged on a daily basis. If however you have any query about your bill you should contact us immediately.

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. 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." "" }{ IF { MERGEFIELD TK_PICLIENINFO_tkTYPEFUNDING } = "BTE Insurance"

"Legal Expenses Insurance

Your Legal Expenses Insurance Policy with { MERGEFIELD TK_PICLIINSDETS_tkLEXPINSURE_name } 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.

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.

We will send you an interim bill at least every three months. Payment is to be made on the same terms as the final bill.

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. As a rough guide an average claim might take between 12 and 18 months depending upon whether the insurers dispute your claim or not and the extent of your injuries. We will let you know if your case is likely to take longer." "{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "CFA" " **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 5.**

Please also find enclosed a copy of the full wording of the proposed contract of insurance referred to in Schedule 2 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." "" }" }

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "Private" "

ESTIMATE OF COSTS" "
ESTIMATE OF COSTS" }

Our **initial** estimate of your costs in this matter will be between £{ ASK CostsEstimate "Please Insert Costs estimate" \d "CostsEstimate" }{ REF CostsEstimate * MERGEFORMAT }. This does not include disbursements or VAT. This will be reviewed after the first four weeks of time spent on your file and thereafter at regular intervals if appropriate.

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "Private" " **COMMUNICATION**" "**COMMUNICATION**" }

We are confident of providing a very high quality service. If, however, you have any queries or concerns about our work, please raise them with the writer. If that does not resolve the problem or you would prefer not to speak to the writer then please contact [] who is the Senior Partner and will deal with your problem.

It is important that you raise any concerns that you may have with us immediately. We value you and your instructions and hope you have no reason to be unhappy with us.

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "Private" "**MONEY LAUNDERING**" "**MONEY LAUNDERING**" }

Due to Law Society Rules in relation to money laundering, we are unable to accept cash at our offices for banking of more than £1,000.00. Payment above these should be made by on of the following methods: building society cheque, banker's draft, credit card or by personal cheque

supported by a cheque guarantee card, where up to ten days may be needed before clearance is assured.

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "Private" "**CONCLUSION**" "**CONCLUSION**" }

Unless otherwise agreed, these terms and conditions of business apply to all further instructions you give us.

Your signature will mean that you accept our terms and conditions of business. We hope that this letter addresses any queries about the handling of your work and our terms and conditions of business. If you still have any queries, please contact us.

This is an important document; please keep it in a safe place for further reference.

Kind regards.

Yours sincerely,

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

NAME: _____

SIGNED: _____

DATE: _____

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } <> "CFA" "ENC: Hourly Rates List " "" }

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "CFA" "

ENC: CFA x 2

Explanatory notes

ATE Insurance form" "" }

Client Valuation

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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 write to update you on the progress with { IF { MERGEFIELD
TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "this" "your" } claim.

Further to your approval of the medical report from { IF { MERGEFIELD
TK_PIIJMEDDETS_TKMED_EXP_INSTR } = "Expert 1" "{ MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT1_title" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT1_forename" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT1_surname" }" "{ IF { MERGEFIELD
TK_PIIJMEDDETS_TKMED_EXP_INSTR } = "Expert 2" "{ MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT2_surname" }" "{ IF { MERGEFIELD
TK_PIIJMEDDETS_TKMED_EXP_INSTR } = "Expert 3" "{ MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT3_surname" }" "" }" }, and upon the basis of this
evidence, I have made an assessment with regard to the value of { IF { MERGEFIELD
TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "this" "your" } claim. This relates to the injury {
IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "" "you have " }sustained,

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

and includes pain and suffering and loss of any amenities. In assessing the value, I used guidelines provided by the Judicial Studies Board and existing case law.

I have valued { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "this" "your" } claim in the region of £{ MERGEFIELD "TK_PIVALUE_TK_GEN_DAMS_AMT" }. This is based on the recovery period put forward by the specialist and subject to your agreement of the medical report.

This amount is for { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "the" "your" } injuries only and does not include any out of pocket expenses to be claimed. This is set out in the Schedule of Special Damages / Schedule of Expenses attached and includes all the expenses in law you can claim.

With the above figure in mind, I would look to put forward a figure of £ * to the third party insurers to settle { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "this" "your" } claim. This figure is higher than the estimation above as it will allow me room for negotiation with the insurers.

I would be grateful if you could confirm your agreement to the enclosures or any additions which need to be made by returning the authority mandate to me in the stamped addressed envelope enclosed. If you do not agree please mark this form accordingly and send it back with your comments.

Please note that if the insurers do settle for this sum, we cannot claim any higher amount or reopen { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "this" "your" } claim as it will be on a full and final basis.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Encs

Conditional Fee Agreement

CONDITIONAL FEE AGREEMENT

This agreement is a binding legal contract between you and your solicitors. Before you sign, please read everything carefully.

Words like 'our disbursements', 'basic charges', 'win' and 'lose' are explained in condition 3 of the Law Society Conditions, which you should also read carefully.

We, the Solicitors

```
{ MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }  
{ MERGEFIELD PRACTICEINFO_DX_NO }  
{ MERGEFIELD PRACTICEINFO_HOUSE }  
{ MERGEFIELD PRACTICEINFO_POSTAL_TOWN }  
{ MERGEFIELD PRACTICEINFO_POSTCODE }
```

You, the Customer

```
{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD  
"LINKNAME_SURNAME_1" }  
{ MERGEFIELD "CLIENT_HOUSE" }  
{ MERGEFIELD "CLIENT_AREA" }  
{ MERGEFIELD "CLIENT_POSTAL_TOWN" }  
{ MERGEFIELD "CLIENT_COUNTY" }  
{ MERGEFIELD "CLIENT_POSTCODE" }
```

What is covered by this agreement

- Your claim for compensation (known as “damages”).
- Any appeal by your opponent.
- Any appeal you make against an interim order during the proceedings.
- Any proceedings you take to enforce a judgment, order or agreement.

What is not covered by this agreement

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

Paying us

If you win your claim, and or are successful on any pre-action or interlocutory court applications you pay our basic charges, our disbursements and a success fee. You are entitled to seek recovery from your opponent of part or all of our basic charges, our disbursements, a success fee and insurance premium as set out in the document “What you need to know about a CFA”.

It may be that your opponent makes a Part 36 offer or payment which you reject and, on our advice, your claim for damages goes ahead to trial where you recover damages that are less than that offer or payment. If this happens, you will not have to pay any of our basic charges or a success fee for the work done after we received notice of the offer or payment.

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

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

If you win but on the way lose an interim hearing you may be required to pay your opponent's charges of that hearing. Please see conditions 3(h) and 5.

If on the way to winning or losing you win an interim hearing, then we are entitled to payment of our basic charges and disbursements related to that hearing together with a success fee on those charges if you win overall.

If you lose, you pay your opponent's charges and disbursements. You may be able to take out an insurance policy against this risk. Please also see conditions 3(j) and 5. If you lose, you do not pay our charges nor our disbursements.

If you end this agreement before you win or lose, you pay our basic charges. If you go on to win, pay a success fee. Please also see condition 7(a).

We may end this agreement before you win or lose. Please also see condition 7(b) for details.

Basic charges

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

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 other letters and telephone calls will be charged on a time basis.

The hourly rates are:

- Partners, Consultants and Solicitors with over 4 years experience £
- Other Solicitors and Legal Executives and other Staff of equivalent experience £
- Litigation Executives £
- Trainee Solicitors and other Staff of equivalent experience £

We will review the hourly rate on 1st May each year. We will provide you with details of any increase in our hourly rates upon request.

Success Fee

This is a percentage of our basic charges.

The reasons for calculating the success fee at this level are set in Schedule 1 to this agreement.

You cannot recover from your opponent the part of the success fee that relates to the cost to us of postponing receipt of our charges and disbursements (as set out at paragraphs (a) and (b) at Schedule 1). This part of the success fee remains payable by you.

Value Added Tax (VAT)

We add VAT, at the rate (now 20%) that applies when the work is done, to the total of the basic charges and success fee.

Law Society Conditions

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

Other points

Immediately before you sign this agreement, we explained to you the effect of this agreement and in particular the following:

1. the circumstance in which you may be liable to pay our disbursements and charges;
2. the circumstances in which you may seek assessment of our charges and disbursements and the procedure for doing so;
3. whether we consider that your risk of becoming liable for any costs in these proceedings is insured under an existing contract of insurance;
4. other methods of financing those costs, include private funding, Community Legal Service funding, legal expenses insurance, trade union funding.
5. the possibility of effecting a contract of insurance against any potential costs liability at this stage and that it is appropriate to take out After the Event Insurance through ARAG Legal Services. We consider that funding your case through this Conditional Fee Agreement is appropriate.

Signatures

I confirm that my Solicitor has verbally explained to me the matters in paragraphs (a) to (e) under "Other points" above.

Signed..... (Customer)
{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

I specifically confirm that I verbally explained to the client the matters in paragraphs (a) to (e) under "Other points" and confirm the matters at (e) in the writing in Schedule 2.

Signed..... (Solicitors)
{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }

This agreement complies with the Conditional Fee Agreements Regulations 2000 (S.I.2000 No.692)

SCHEDULE 1

The Success Fee

This Schedule forms part of the Conditional Fee Agreement between { MERGEFIELD PRACTICEINFO_PRACTICE_NAME } and you { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }, named in that agreement.

The Success Fee

The Success Fee is set out below and is a percentage of basic charges and cannot be more than 100% of the basic charges. The percentage reflects the following and standard fees based upon the type of work.

(If the claim is a multi-track matter then a specific more detailed assessment is required following a review with a supervisor)

- (a) The fact that if you win we will not be paid our basic charges until the end of the claim;
- (b) Our arrangements with you about paying disbursements;
- (c) The fact that if you lose, we will not earn anything;
- (d) Our assessment of the risks of your case, these include the following;

- (e) any appropriate matters.

Type of case	Risk Factor	Success Fee
RTA	%	%
EL	%	%
Slip/Trip	%	
Product Liability	%	
Other (please specify)	%	

TOTAL SUCCESS FEE

The matters set out at paragraphs (a) and (b) above make up [] % of the increase on the basic charges.

The matters at paragraph (c), (d) and (e) make up [] % of the increase on the basic charges.

The the total success fee is [] % as stated above.

TOTAL [] %]

Signed by Fee Earner.....

Dated.....

Signed by SA

Dated.....

Law Society Conditions

1. 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 actions;
- 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 of damages.

2. 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 other medical or expert examination or court hearing.

3. Explanation of words used

(a) *Advocacy*

Appearing for you at court hearings.

(b) *Basic Charges*

Our charges for the legal work we do on your claim for damages.

(c) *Claim*

Your demand for damages for personal injury whether or not court proceedings are issued.

(d) *Counterclaim*

A claim that your opponent makes against you in response to your claim.

(e) *Damages*

Money that you win whether by a court decision or settlement.

(f) *Disbursements*

Payment we make on your behalf such as (but not limited to):

- Court fees;
- Expert's fees;
- Travelling and related expenses;
- Courier fees;
- Photocopying charges.

(g) *Interim damages*

Money that the court says your opponent must pay or your opponent agrees to pay while waiting for a settlement or the court's final decision.

(h) *Interim hearing*

A court hearing that is not final.

(i) *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 supplied after this agreement ends.

(j) *Lose*

The court has dismissed your claim or you have stopped it on our advice.

(k) *Part 36 offers or payments*

An offer to settle your claim made in accordance with Part 36 of the Civil Procedure Rules.

(l) *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.

(m) *Success Fee*

The percentage of basic charges that we will add to your bill if you win your claim for damages and that we will seek to recover from your opponent.

(n) *Win*

Your claim for damages is finally decided in your favour, whether by a court decision or an agreement to pay your damages. '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.

4. What happens if you win?

If you win:

- You are then liable to pay our basic charges, our disbursements and success fee – please see Condition 3(n).
- Normally, you will be entitled to recover part or all of our charges, our disbursements and success fee and the insurance premium from your opponent.
- If you and our opponent cannot agree the amount, the court will decide how much you can recover. If the amount agreed or allowed does not cover our basic charges and our disbursements, then you pay the difference.
- You will not be entitled to recover from your opponent the part of the success fee that relates to the cost to us of postponing receipt of our charges and disbursements. This remains payable by you.
- You agree that after winning, the reasons for setting the success fee at the amount stated may be disclosed.

- (i) to the court and any other person required by the court;
- (ii) to your opponent in order to gain his or her agreement to pay the success fee.

- If the court carries out an assessment and disallows any of the success fee percentage because it is unreasonable in the view of what we knew or should have known when it was agreed, then that amount ceases to be payable unless the court is satisfied that it should continue to be payable.
- If we agree with your opponent that the success fee is to be paid at a lower percentage than is set out in this agreement, then the success fee percentage will be reduced accordingly unless the court is satisfied that the full amount is payable.
- It may happen that your opponent makes an offer that includes payment of our basic charges and a success fee. If so, unless we consent, you agree not to tell us to accept the offer if it includes payment of the success fee at a lower rate than is set out in this agreement.
- 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, disbursements and success fee.

You remain ultimately responsible for paying our success fee.

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 disbursements; and VAT. You take the rest.

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

Payment for advocacy is explained in Condition 6.

If your opponent fails to pay

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.

5. What happens if you lose?

If you lose you do not have to pay any of our basic charges or success fee.
You do have to pay:

- Us for our disbursements;
- Your opponents legal charges and disbursements.

If you are insured against the payment of these amounts by your insurance policy, we will make a claim on your behalf and receive any resulting payment in your name. We will give you a statement of account for all money received and paid out.

If your opponent pays the charges of any hearing, they belong to us.

Payment for advocacy is dealt with in Condition 6.

6. Payment of 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 and success fee from your opponent. The barrister's success fee is shown in the separate conditional fee agreement we make with the barrister. We shall discuss the barrister's success fee with you before we instruct him or her.

If you lose you pay the barrister nothing.

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.

7. What happens when this agreement ends before your claim for damages ends?

(a) Paying us if you end this agreement

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

- Pay our basic charges and our disbursements including barrister's fees when we ask for them; or
- Pay our basic charges and our disbursements including barrister's 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 in Condition 2.

We then have the right to decide whether you must:

- Pay our basic charges and our disbursements including barrister's fees when we ask for them; or
- Pay the success fee 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 only have to pay our disbursements. These will include barrister's 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 disbursements, including barrister's 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 specialist solicitors outside our firm, we will do so. You pay the cost for a second opinion.

8. What happens after this agreements ends

After this agreement ends, we will 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.

SCHEDULE 2

Insurance Policy

On the basis of the information available to us it is our opinion that in pursuing your claim you need to have protection against the risk of having to pay your opponent's costs and your own and their disbursements should your claim fail or be abandoned.

Whilst we have not carried out a fair analysis of the marketplace on this specific occasion, we do so on a periodic basis. In all the circumstances and on the information currently available to us, we believe that the * contract of insurance would be suitable to cover you against these risks.

This is because you do not have suitable existing insurance to cover these risks. The * policy meets your needs and amongst other things provides cover to pay:

- (i) The costs and disbursements of your opponent in the event that the claim fails or is abandoned, up to a maximum of £50,000.00;
- (ii) Your own disbursements if your claim fails or is abandoned.

A copy of the full wording of the proposed contract of insurance is enclosed with this proposed Conditional Fee Agreement.

We do have an interest in recommending the * policy, but irrespective of this we consider it provides good cover and is appropriate for your needs. Details of our interest are in our Terms and Conditions of Business letter and have been explained to you.

We are not, however, insurance brokers and cannot give advice on all products which may be available.

Consent Order

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name * UPPER }
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

CONSENT ORDER

Upon the parties having agreed the terms of settlement set out in the attached schedule BY
CONSENT IT IS ORDERED THAT:-

1. All further proceedings in this action be stayed except for the purpose of carrying the
said terms into effect and that there be liberty to apply for that purpose;
2. The Defendant do pay the Claimant's costs of this action to be assessed on the
standard basis if not agreed and paid within 28 days of agreement or assessment.

.....
{ MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }

On behalf of the Claimant

On behalf of the Defendant

REF: { MERGEFIELD "client_no" }/{ MERGEFIELD "matter_no" }

REF:

Dated

.....

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name * UPPER }
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

SCHEDULE

1. The Claimant accepts the sum of { ASK sum "Enter amount of settlement to be paid"
\D "£" } { ref sum * MERGEFORMAT } in full and final settlement of [her/his] claim for
damages against the Defendant inclusive of interest;
2. The Defendant do pay the sum of { ref sum * MERGEFORMAT } to the Claimant's
solicitors within 28 days of the date of this order.
3. Upon payment of the damages and costs referred to above, the Defendant be
discharged from any further liability in respect of the subject matter of this claim.

Dated

2012

Counsel Enc Brief

{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 TK_PICOURTDETS_tkCOUNSELREF }

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

Clerk to { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_title } { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_forename } { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_surname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compaddress }

Dear Sir

Re: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } -v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" }

We have now received Notice that the above case has been listed for Trial on { MERGEFIELD TK_PICOURTDETS_tkTRIALDATE \@ "d"*ordinal } { MERGEFIELD TK_PICOURTDETS_tkTRIALDATE \@ "MMMM yyyy" }.

We enclose Brief to Counsel to represent the Claimant.

Kindly acknowledge safe receipt.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Counsel Enc Instructions (Infant

Claim)

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

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{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compaddress }

Dear Sir

Re: INFANT CLAIMANT

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } -v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" }

We are instructed by the above named Claimant and now enclose our papers for Counsel's attention.....

We look forward to hearing from you.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Counsel Enc Instructions (POC)

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client_no }/{ MERGEFIELD matter_no }

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Clerk to { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_title } { MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_forename } { MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_surname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compaddress }

Dear Sir

**Re: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" } -v- { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }**

We are instructed by the above named Claimant and now enclose our papers for Counsel's attention and who is requested to settle Particulars of Claim in accordance with the agreed protocol with this practice.

We look forward to hearing from you.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Counsel Enc Instructions

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE
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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PICOURTDETS_tkCOUNSELREF }

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

Clerk to { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_title } { MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_forename } { MERGEFIELD
TK_PICOURTDETS_tkCOUNSEL_surname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compaddress }

Dear Sir

**Re: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" } -v- { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }**

We are instructed by the above named Claimant and now enclose our papers for Counsel's
attention.....

We look forward to hearing from you.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Counsel Enc Trial Bundle

{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 TK_PICOURTDETS_tkCOUNSELREF }

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

Clerk to { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_title } { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_forename } { MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_surname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compname }
{ MERGEFIELD TK_PICOURTDETS_tkCOUNSEL_compaddress }

Dear Sir

Re : { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 } -v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" }

Claim No : { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

Trial Date : { MERGEFIELD TK_PICOURTDETS_tkTRIALDATE \@ "d" * ordinal } { MERGEFIELD TK_PICOURTDETS_tkTRIALDATE \@ "MMMM yyyy" }

Please find enclosed herewith the trial bundle in relation to the above named case.

Should you require any further information please do not hesitate to contact us.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME * UPPER }

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

Counsel Instructions (Infant Claim)

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name * UPPER }

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

BRIEF TO COUNSEL
TO *****

INFANT CLAIM

**INSTRUCTIONS TO COUNSEL TO * SETTLE PARTICULARS OF CLAIM / * ADVISE
ON QUANTUM**

Enclosures:-

1. Questionnaire completed by proposed Claimant;
2. Relevant Correspondence between the parties;
3. Medical Report of { IF { MERGEFIELD TK_PIINJMEDDETS_TKMED_EXP_INSTR }
= "Expert 1" "{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT1_title" } {
MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT1_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT1_surname" }" "{ IF { MERGEFIELD
TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 2" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }" } }, dated *
4. Schedule of Special Damages;
5. Instructing Solicitors Attendance Note on Quantum.

The Facts

In this proposed action the Claimant claims damages for personal injury and losses arising out of { IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "RTA" "a road traffic accident" "{ MERGEFIELD "TK_ACCDETS_tkACCTYPE" }" } on { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "d" *Ordinal } { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "MMMM yyyy" }. { IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "CFA" "The claim is being funded by way of a conditional fee agreement with a success fee. Counsel is instructed on a CFA/Disbursement basis." "The claim is being funded by way of * . Counsel is instructed on a * basis." }

The Issues

Counsel will note that liability { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1LIABADM } = "Liability Admitted" "is not in dispute with the Defendant's insurers by letter admitting negligence/ breach of statutory duty." "{ IF { MERGEFIELD "TK_PIDEF2DETAIL_tkDEF2LIABADM" } = "Liability Admitted" "is not in dispute with the Defendant's insurers by letter admitting negligence/ breach of statutory duty." "{ IF { MERGEFIELD "TK_PIDEF3DETAIL_tkDEF3LIABADM" } = "Liability Admitted" "is not in dispute with the Defendant's insurers by letter admitting negligence/ breach of statutory duty." "is in dispute." }" } } { IF { MERGEFIELD TK_PIVALUE_TK_PT36_AMT_D } <> "" }

Counsel will also see that a Part 36 Offer was made on the Claimant's behalf on { MERGEFIELD TK_PIVALUE_TK_PT36_DT_PD \@ "d" *Ordinal } { MERGEFIELD TK_PIVALUE_TK_PT36_DT_PD \@ "MMMM yyyy" } amounting to £{ MERGEFIELD TK_PIVALUE_TK_PT36_AMT_D }. This has not been accepted by the Defendant(s) nor have any satisfactory proposals been put forward." "" }

Evidence

The Claimant relies upon the evidence of:

{ IF { MERGEFIELD TK_PIOTHEREXPS_TK_ENG_REP_DISC } = "Yes" "{ MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_title" } { MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_forename" } { MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_surname" } -" "" }	{ IF { MERGEFIELD TK_PIOTHEREXPS_TK_ENG_REP_DISC } = "Yes" "Engineer" "" }
{ IF { MERGEFIELD "TK_PIOTHEREXPS_TK_PI_REP_DISC" } = "Yes" "{ MERGEFIELD "TK_PIOTHEREXPS_TKPRIVINVESTIG_title" } { MERGEFIELD "TK_PIOTHEREXPS_TKPRIVINVESTIG_forename" } { MERGEFIELD "TK_PIOTHEREXPS_TKPRIVINVESTIG_surname" } -" "" }	{ IF { MERGEFIELD "TK_PIOTHEREXPS_TK_PI_REP_DISC" } = "Yes" "Private Investigator" "" }
{ IF { MERGEFIELD "TK_PIOTHEREXPS_TK_EX1_REP_DISC" } = "Yes" "{ MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP1_title	{ IF { MERGEFIELD "TK_PIOTHEREXPS_TK_EX1_REP_DISC" } = "Yes" "[*** area of expertise]" "" }

```

"      }      {      MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP1_fore
name"      }      {      MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP1_sur
name" } -" "" }
{      IF      {      MERGEFIELD {      IF      {      MERGEFIELD
"TK_PIOTHEREXPS_TK_EX2_REP_DISC "TK_PIOTHEREXPS_TK_EX2_REP_DISC" }
"      }      = "Yes" "{      MERGEFIELD = "Yes" "[*** area of expertise]" "" }
"TK_PIOTHEREXPS_TKOTHEREXP2_title
"      }      {      MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP2_fore
name"      }      {      MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP2_sur
name" } -" "" }
{      IF      {      MERGEFIELD {      IF      {      MERGEFIELD
"TK_PIOTHEREXPS_TK_EX3_REP_DISC "TK_PIOTHEREXPS_TK_EX3_REP_DISC" }
"      }      = "Yes" "{      MERGEFIELD = "Yes" "[*** area of expertise]" "" }
"TK_PIOTHEREXPS_TKOTHEREXP3_title
"      }      {      MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP3_fore
name"      }      {      MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP3_sur
name" } -" "" }

```

whose report(s) has/have been disclosed to the insurers and who have not obtained their own evidence. This evidence has been treated as agreed. A Schedule of Special Damages has also been served.

Counsel's Instructions

.....

Dated { SET LtrDate { DATE \@ "d MMMM yyyy" * MERGEFORMAT }}{ LtrDate \@ "d MMMM, yyyy" }

```

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }
{ MERGEFIELD PRACTICEINFO_HOUSE }
{ MERGEFIELD PRACTICEINFO_AREA }
{ MERGEFIELD PRACTICEINFO_POSTAL_TOWN }
{ MERGEFIELD PRACTICEINFO_POSTCODE }

```

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{ MERGEFIELD "MATTER_FEE_EARNER_ID" }/{ MERGEFIELD "Client_No" }/{
MERGEFIELD "Matter_No" }

```

.....
{ MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }

Dated

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name * UPPER }

CLAIM NUMBER: { MERGEFIELD
TK_PICOURTDETS tkCLAIMNO }

BETWEEN:

{ 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

BRIEF TO COUNSEL TO

Clerk to { MERGEFIELD
TK_PICOURTDETS tkCOUNSEL_title } {
MERGEFIELD
TK_PICOURTDETS tkCOUNSEL_initials } {
MERGEFIELD
TK_PICOURTDETS tkCOUNSEL_surname }
{ MERGEFIELD
"TK_PICOURTDETS tkCOUNSEL_compaddress" }

Counsel Instructions Settle POC

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name * UPPER }

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
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Defendant

BRIEF TO COUNSEL
TO *****

INSTRUCTIONS TO COUNSEL TO SETTLE PARTICULARS OF CLAIM

Enclosures:-

1. Questionnaire completed by proposed Claimant;
2. Relevant Correspondence between the parties;
3. Medical Report of { IF { MERGEFIELD TK_PIINJMEDDETS_TKMED_EXP_INSTR }
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TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 2" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
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<p>{ IF { MERGEFIELD TK_PIOTHEREXPS_TK_ENG_REP_DISC } = "Yes" "{ MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_title" } { MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_forename" } { MERGEFIELD "TK_PIOTHEREXPS_TKENGINEER_surname" } - " "" }</p> <p>{ IF { MERGEFIELD "TK_PIOTHEREXPS_TK_PI_REP_DISC" } = "Yes" "{ MERGEFIELD "TK_PIOTHEREXPS_TKPRIVINVESTIG_title" } { MERGEFIELD "TK_PIOTHEREXPS_TKPRIVINVESTIG_forename" } { MERGEFIELD "TK_PIOTHEREXPS_TKPRIVINVESTIG_surname" } - " "" }</p> <p>{ IF { MERGEFIELD "TK_PIOTHEREXPS_TK_EX1_REP_DISC" } = "Yes" "{ MERGEFIELD "TK_PIOTHEREXPS_TKOTHEREXP1_title" }</p>	<p>{ IF { MERGEFIELD TK_PIOTHEREXPS_TK_ENG_REP_DISC } = "Yes" "Engineer" "" }</p> <p>{ IF { MERGEFIELD "TK_PIOTHEREXPS_TK_PI_REP_DISC" } = "Yes" "Private Investigator" "" }</p> <p>{ IF { MERGEFIELD "TK_PIOTHEREXPS_TK_EX1_REP_DISC" } = "Yes" "[*** area of expertise]" "" }</p>
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"TK_PIOTHEREXPS_TKOTHEREXP1_fore
name" } { MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP1_sur
name" } -" "" }
{ IF { MERGEFIELD { IF { MERGEFIELD
"TK_PIOTHEREXPS_TK_EX2_REP_DISC "TK_PIOTHEREXPS_TK_EX2_REP_DISC" }
" } = "Yes" "{ MERGEFIELD = "Yes" "[*** area of expertise]" "" }
"TK_PIOTHEREXPS_TKOTHEREXP2_title
" } { MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP2_fore
name" } { MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP2_sur
name" } -" "" }
{ IF { MERGEFIELD { IF { MERGEFIELD
"TK_PIOTHEREXPS_TK_EX3_REP_DISC "TK_PIOTHEREXPS_TK_EX3_REP_DISC" }
" } = "Yes" "{ MERGEFIELD = "Yes" "[*** area of expertise]" "" }
"TK_PIOTHEREXPS_TKOTHEREXP3_title
" } { MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP3_fore
name" } { MERGEFIELD
"TK_PIOTHEREXPS_TKOTHEREXP3_sur
name" } -" "" }

```

whose report(s) has/have been disclosed to the insurers and who have not obtained their own evidence. This evidence has been treated as agreed. A Schedule of Special Damages has also been served.

Counsel's Instructions

Those instructing Counsel do believe that the Claimant has reasonable prospects of proving that

- i. The opponent was negligent/and or breach of statutory duty
- ii. This breach of duty led to an injury
- iii. The claim has a value of £{ MERGEFIELD "TK_PIVALUE_TKNETVLCLAIM" }
- iv. The above named is the appropriate Defendant
- v. Any judgement is likely to be satisfied against the Defendant

Counsel is asked to settle the Particulars of Claim. If Counsel needs any further information they need only contact { MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }, Instructing Solicitor.

Dated { SET LtrDate { DATE \@ "d MMMM yyyy" * MERGEFORMAT }}{ LtrDate \@ "d MMMM, yyyy" }

```

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }
{ MERGEFIELD PRACTICEINFO_HOUSE }
{ MERGEFIELD PRACTICEINFO_AREA }
{ MERGEFIELD PRACTICEINFO_POSTAL_TOWN }

```

{ MERGEFIELD PRACTICEINFO_POSTCODE }

{ MERGEFIELD "MATTER_FEE_EARNER_ID" }/{ MERGEFIELD "Client_No" }/{
MERGEFIELD "Matter_No" }

.....
{ MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }

Dated

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name * UPPER }

CLAIM NUMBER: { MERGEFIELD
TK_PICOURTDETS tkCLAIMNO }

BETWEEN:

{ 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

BRIEF TO COUNSEL TO

Clerk to { MERGEFIELD
TK_PICOURTDETS tkCOUNSEL_title } {
MERGEFIELD
TK_PICOURTDETS tkCOUNSEL_initials } {
MERGEFIELD
TK_PICOURTDETS tkCOUNSEL_surname }
{ MERGEFIELD
"TK_PICOURTDETS tkCOUNSEL_compaddress" }

Court Advise Settled

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

**{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }**

We refer to the above matter.

We advise the matter has settled between the parties by consent.

Currently, the parties are drafting terms of settlement and a consent order with fee will be forwarded shortly.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Court Enc Application

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

**{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }**

We enclose on behalf of the Claimant the following:

- (1) Application notice;
- (2) a draft of the order sought;
- (3) a cheque for the court fee of £[];
- (4) copies for return to us, for service and for our file.

We confirm our time estimate for the hearing of the application is * . The time estimate is not yet agreed or disagreed. We will ask the Defendant to advise if there is any disagreement with the estimate we have given.

We look forward to receiving copy documentation for service, with details of the hearing date.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Court Enc Consent Order

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

**{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }**
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

We enclose Consent Order in triplicate together with the fee in the sum of { ASK courtfee "Enter
amount of court fee." \d "£" }{ ref courtfee * MERGEFORMAT }.

We look forward to receiving approval of the Consent Order and a sealed copy in due course.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Court Enc N227

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

Please find enclosed Form N227 Request for Judgment by Default, with supporting documentation.

We look forward to hearing from you.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Court Enc Request for Lodgment

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

We are instructed by the above named Claimant and now enclose, for your kind attention, the following:

Form 100 Request for Lodgment

*

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Court Enc Trial Bundle

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

Please find enclosed herewith the trial bundle in relation to the above named case.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Court Filing Allocation

Questionnaire

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

**{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }**

We enclose for filing the following:

- (1) Allocation questionnaire, duly completed;
- (2) Draft case management directions;
- [(3) Case summary;]
- (4) Cheque for the court fee on filing the allocation questionnaire of £ * .

We are pleased to confirm that consultations have allowed the parties to reach agreement on the case management directions the court is invited to make, and these are as set out in the enclosed draft. In the circumstances, it is hoped that the court is able to deal with allocation and case management directions in or along the lines of the draft.

Please note that in relation to future costs this is only an estimate. We cannot accept that we can be bound in any way to limit our final costs to this figure. We cannot take into account any unforeseen issues that may arise or unforeseen delays as a result of, for example, our opponent's conduct. Nor can the estimate take into account any application that might subsequently be made in relation to all or part of our costs to be paid on an indemnity basis arising out of the Defendant's conduct.

We look forward to receiving notice of allocation, a copy of the Defendant's allocation questionnaire (with any accompanying information) and case management directions.

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We look forward to hearing from you further.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Court Filing Listing Questionnaire

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

**{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }**

We enclose, for filing, the following:

- (1) Listing Questionnaire (Pre-trial Checklist), duly completed;
- (2) Estimate of costs;
- (3) Case summary;
- (4) Application Notice for Further Directions;
- (5) Draft directions;
- (6) Cheque for the court fee of £[].

As we consider further directions are necessary before the trial takes place, an application, with a draft of the directions sought, is enclosed.

[We are pleased to confirm that consultations between the parties have allowed agreement to be reached on the further directions the court is invited to make following filing of the listing questionnaire. These are as set out in the enclosed draft.]

We look forward to receiving any further directions and confirmation of arrangements for trial in due course.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Court Infant Approval Enc Papers

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

**{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }**

We are instructed by the above named claimant and now enclose for your kind attention the following:

- (1) Claim Form for filing together with two copies for sealing and return (one for service and one for our file);
- (2) Application Notice N244;
- (3) Order on Settlement on behalf of Child or Patient;
- (4) Counsel's Advice for filing together with copy for service;
- (5) Medical evidence for filing together with copy for service;
- (6) Schedule of Expenses and Losses for filing together with copy for service;
- (7) Notice of Funding together with copy for service;
- (8) Certificate of Suitability of Litigation Friend;
- (9) Relevant correspondence.
- (10) Cheque for the court fee of { ASK bkCheque "Enter amount of Court Fee:" \d "£" }{bkCheque}.

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We should like to effect service of the claim form upon the Defendant ourselves and accordingly would be grateful if you would return to us after issue the claim form duly sealed, together with all copy papers intended for service and a response pack.

No issue arises immediately under the Human Rights Act 1998 and we have completed the claim form accordingly. Of course our client reserves the right to rely on the Act if necessary at a later stage.

We also look forward to receiving the sealed copy claim form for our file.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Court Issue Checklist

Court Issue Checklist:

OUR REF: { MERGEFIELD "MATTER_FEE_EARNER_ID" }/{ MERGEFIELD "Client_No" }
 }/{ MERGEFIELD "Matter_No" }

ISSUE CHECKLIST

(NB:- the checklist below is subject to Limitation)

ACTION	CHECK
Has the 3 month protocol period passed?	
Has there been any disclosure of requested documents so far?	
If not, have you made a Part 8 application for pre-action disclosure	
CPR 31.16(3) – Application for pre-action disclosure checklist	
- have you got the correct D service address?	
- correct legal status? (Do a Companies House search)	
- is the D solvent? – if not it may not be worth making an application	
- have you completed N215 - Certificate of Service?	
- have you completed N251 - Notice of Funding?	
- have you prepared N260 - breakdown of costs for the hearing?	
If you have obtained all requested documents and liability is still not resolved, have you obtained medical evidence, special losses and put forward a reasonable Part 36 offer to settle on liability and/or quantum?	
Have you instructed Counsel to prepare Particulars of Claim?	
Have you completed the Claim Form?	
Correct D(s) service address(es) and solvent? (Do Companies House search)	
Correct Court and track?	
Does bundle include medical evidence, Schedule of Loss, Particulars of Claim and N1 Claim form?	
Does the medical evidence and statement of case reflect the accident circumstances correctly and is the schedule up to date?	
Supervisor checked and signed off claim form?	
Have you completed N251 - Notice of Funding?	
ATE Insurance in place if required?	
Have you done a cheque request for the correct amount and is the cheque signed?	
If RTA, have you sent s.152 notice of issue?	

Signed(Supervisor)

Dated.....

INFANT APPROVAL CHECKLIST

Have you received the offer letter confirming Part 36 agreed?	
Have you got Counsel's advice on your settlement?	
If a scarring claim, have you got photos?	
Is N208 Claim form completed?	
Is N2442 Application notice completed?	
Has the Litigation Friend signed N235 Certificate of Suitability?	
Have you uploaded N292 – Order of settlement on behalf of child/patient to be sent to Counsel on day of hearing?	
Is N251 Notice of Funding completed?	
Is N215 Certificate of Service completed?	
Does your bundle include all relevant medical evidence and photos if needed? (especially if a scarring claim)	
Is N260 breakdown of costs prepared?	

Signed(Supervisor)

Dated.....

Court Issue Proceedings

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

We are instructed by the above named Claimant and now enclose, for your kind attention, the following:

- (1) Claim Form for filing together with two copies for sealing and return (one for service and one for our file);
- (2) Particulars of Claim for filing together with copy for service;
- (3) Medical evidence for filing together with copy for service;
- (4) Schedule of Expenses and Losses for filing together with copy for service;
- (5) Notice of Funding together with copy for service;

{ IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "(6) Certificate of suitability of litigation friend;

" "" } { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "(7) " "(6) " }Cheque for the court fee of £* .

[We should like to effect service of the claim form upon the Defendant ourselves and, accordingly, shall be grateful if you would return to us, after issue, the claim form duly sealed together with all copy papers intended for service and a response pack.]

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

Our present valuation of the claim is that damages will exceed £* but will not exceed £* . However, the enclosed cheque is tendered on the basis that we reserve the right, on payment of a further fee if so requested, to amend the value of the claim to whatever level may be appropriate.

No issue arises immediately under the Human Rights Act 1998 and we have completed the claim form accordingly. Of course, our client reserves the right to rely on the Act if necessary at a later stage.

We also look forward to receiving the sealed copy claim form for our file.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Court List Of Documents

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

We enclose for filing the Claimant's list of documents and confirm that a copy has been served upon the Defendant's Solicitors.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Court Statement Of Costs

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

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

{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Dear Sirs

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
-v- { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

We enclose the Claimant's statement of costs and confirm that a copy has been served upon
the Defendant's solicitors.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Customer Information Sheet

Customer Instruction Sheet

Fee Earner: { MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
Ref Number: { MERGEFIELD client_no }/{ MERGEFIELD matter_no }
Matter Description: { MERGEFIELD "MATTER_MATTER_DESCRIPTION" }

Customer's Name & Address

Title: { MERGEFIELD "LINKNAME_TITLE_1" }	Initials: { MERGEFIELD "LINKNAME_INITIALS_1" }
Forename: { MERGEFIELD "LINKNAME_FORENAME_1" }	Surname: { MERGEFIELD "LINKNAME_SURNAME_1" }
{ MERGEFIELD CLIENT_HOUSE }, { IF { MERGEFIELD CLIENT_AREA }= "" "" "{ MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD CLIENT_POSTAL_TOWN }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{ MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD CLIENT_POSTCODE }	
Email: { MERGEFIELD client_no }	
Phone: { MERGEFIELD "CALCULATION_PHONE" }	
Mobile: { MERGEFIELD "CALCULATION_MOBILE" }	

Client Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }	NI Number: { MERGEFIELD TK_PICLIENTINFO_tkNINUMBER }
--	---

Accident Details

Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE }	Accident Type: { MERGEFIELD TK_ACCDETS_tkACCTYPE }
Accident Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }	Require Physio or Medical Support? { MERGEFIELD TK_PIINJMEDDETS_tkPHYSIO }
Accident Injuries: { MERGEFIELD TK_PIINJMEDDETS_TK_INJURIES }	Accident Circumstances: { MERGEFIELD TK_PIADDCLMDETS_tkCLAIM_CIRCS }
Accident Book/Recorded? { MERGEFIELD TK_PIADDCLMDETS_tkACCBKOOK }	Photos? { MERGEFIELD TK_PIADDCLMDETS_tkPHOTOS }
GP Name & Address: { MERGEFIELD TK_PIINJMEDDETS_tkGPNAME } { MERGEFIELD TK_PIINJMEDDETS_tkGPSURGERY }	Hospital: { MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_name } { MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_address }

Def 1 Ins Accept Part 36 Offer

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We refer to your letter dated { IF { MERGEFIELD TK_PIVALUE_TK_TOPUP_DT_PD } = "" "{
MERGEFIELD "TK_PIVALUE_TK_PT36_DT_PD" }" "{ MERGEFIELD
TK_PIVALUE_TK_TOPUP_DT_PD }" } and note your offer on behalf of the proposed
defendant(s).

Our client is prepared to accept the sum of { IF { MERGEFIELD
TK_PIVALUE_TK_TOPUP_AMT } = "" "£{ MERGEFIELD "TK_PIVALUE_TK_PT36_AMT_D" }"
"£{ MERGEFIELD "TK_PIVALUE_TK_TOPUP_AMT" }" } plus the claimant's costs on a
standard basis with a detailed assessment under Part 44.12a CPR failing agreement.

We enclose a breakdown of our profit costs, together with the vouchers and fee notes for
disbursements claimed.

We look forward to receiving a cheque for our client's damages within 14 days and proposals in
respect of our costs within 21 days.

Yours faithfully

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Ins Ack LOC Response

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We thank you for your letter of { ASK DATE "Enter date of Def 1 Insurers' last letter." \d " " }{
REF DATE } and note your interest on behalf of your above-named insured.

For CRU purposes we confirm the following details:-

Claimant's full name: { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
National Insurance Number: { MERGEFIELD TK_PICLIENTINFO_tkNINUMBER }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

We look forward to receiving your response on the issue of liability and in the meantime we will
obtain details from our medical agency of three medical experts for nomination purposes

Yours faithfully

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Ins Conf Service

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Further to previous correspondence, we write to advise that we have today sent the appropriate Court papers direct to your Insured.

Please accept this letter as notice of our intention to apply to the Court for default judgment unless the Acknowledgment of Service and/or Defence are filed within the appropriate timescales. Initially this means that unless we reach agreement granting a suitable extension of time for the Defence, either the Acknowledgment or Defence must be at Court by { MERGEFIELD TK_PICOURTDETS_TKACK_SERV_DUE \@ "d"*Ordinal } { MERGEFIELD TK_PICOURTDETS_TKACK_SERV_DUE \@ "MMMM yyyy" }

Finally, if under your Insured's policy any further information should be supplied to you at this stage, please let us know without delay. If we do not hear from you with any such request, we shall assume that the terms of the policy have been complied with for the purposes, if necessary, of the Third Parties (Rights Against Insurers) Act 1930.

Yours faithfully

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Ins Confirm Issue

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We give notice that we have today sent the Claim Form and supporting papers to {
MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name } for proceedings to be issued.{ IF {
MERGEFIELD TK_ACCDETS_tkACCTYPE } = "RTA" "

Please treat this letter as the relevant notification of commencement of proceedings against the
above Defendant under section 152 of the Road Traffic Act 1988." "" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Def 1 Ins Copy Loc

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We enclose a copy of the letter of claim we have today sent to your insured.

We should be grateful if you would acknowledge safe receipt of this letter, confirming your interest and reference by return.

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING }= "CFA" "We also take this opportunity to inform you that we are assisting our client under the terms of a Conditional Fee Agreement. " "{ IF { MERGEFIELD TK_PICLIINSDETS_TK_BTEATEINS } = "ATE" "We also take this opportunity to inform you that we are assisting our client under the terms of a Conditional Fee Agreement. Please also note our client has obtained after the event legal expense insurance. If you are aware or have any knowledge of any before the event legal expense insurance scheme available to our client then kindly notify us of the same within 14 days." "" }" }

Yours faithfully

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Ins Enc Pt 36, Med, Sch Loss

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

**WITHOUT PREJUDICE
FORMAL OFFER TO SETTLE**

We enclose herewith a copy of the medical evidence, a Schedule of Loss with supporting documentation where available and a Part 36 offer for your attention.

Please respond within the allocated time frame to allow us to proceed with the case accordingly, failing which our file of papers will be forwarded to Counsel to draft Particulars of Claim in preparation for the commencement of proceedings. Should the matter settle in the interim, we shall seek to recover Counsel's fee from you when the issue of costs arises.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Enc.

Def 1 Ins Nominate Experts

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We refer to our recent correspondence and now enclose details of three medical experts for nomination purposes.

1. { MERGEFIELD TK_PIIJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIIJMEDDETS_tkMEDEXPERT1_forename } { MERGEFIELD
TK_PIIJMEDDETS_tkMEDEXPERT1_surname }
{ MERGEFIELD TK_PIIJMEDDETS_tkMEDEXPERT1_address }
{ IF { MERGEFIELD TK_PIIJMEDDETS_tkMEDEXPERT2_surname } = "" "" "
2. { MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT2_surname" }
{ MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT2_address" }
"} { IF { MERGEFIELD TK_PIIJMEDDETS_tkMEDEXPERT3_surname } = "" "" "
3. { MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT3_surname" }
{ MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT3_address" }

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" }

We wish to nominate { IF { MERGEFIELD "TK_PIINJMEDDETS_TKPREF_MED_EXP" } =
"Expert 1" "{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_forename } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_surname }" "" } { IF { MERGEFIELD
"TK_PIINJMEDDETS_TKPREF_MED_EXP" } = "Expert 2" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }" "" } { IF { MERGEFIELD
"TK_PIINJMEDDETS_TKPREF_MED_EXP" } = "Expert 3" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }" "" } and look forward to receiving your
response within the next 14 days failing which we will instruct this expert.

We await your reply.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Ins Part 36 Offer

{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 TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

**WITHOUT PREJUDICE
FORMAL OFFER TO SETTLE PURSUANT TO PART 36.10 OF CPR**

We refer to previous correspondence and can confirm that we have now quantified our client's claim and formally offer to settle at £{ MERGEFIELD "TK_PIVALUE_TK_PT36_AMT_C" } plus the claimant's costs on a standard basis with a detailed assessment under Part 44.12a CPR failing agreement. The offer relates to the whole of the claim and is inclusive of interest. { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "If this offer is accepted it is subject to court approval." "" }

This is not a figure for barter, but is in fact something less than the sum we have advised our client may achieve if the matter proceeds to the commencement of proceedings and further to a trial. This position is taken to see an early end to this matter whilst allowing both sides to take something from the settlement and keeping costs in proportion to the matter at hand.

We do not intend to rehearse the contents of our medical evidence, but place a value on general damages of £{ MERGEFIELD "TK_PIVALUE_TK_GEN_DAMS_AMT" }.

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Our client's financial losses are £{ MERGEFIELD "TK_PIVALUE_TK_FIN_LOSS_AMT" }, details have been provided with documentary evidence where available.

Interest upon Special Damages is 6% pa which amounts here to £{ MERGEFIELD "TK_PIVALUE_TK_SPEC_INTRST" } and 2% for General damages if proceedings are issued.

We are confident that we have given you sufficient information to value our client's claim.

If you are not prepared to meet our client's claim as quantified then we have instructions to issue Court proceedings as soon as is allowed within the Court rules. We will claim interest at 10% above the prevailing base rate on both costs and damages, should the court at a later date award our client a sum either equal to or greater than our formal offer to settle. We will also ask the Court to award costs on the indemnity basis.

This offer is intended to have the consequences of a Part 36 offer as per CPR36.2(2)(b).

This offer will remain open for 21 days which is the time period stipulated in the relevant CPR provision and will have the cost consequences as per CPR36.2(2)(c). We expect an acknowledgement of this letter by you or your appointed agents.

We await hearing from you.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Ins RTA Costs

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We refer to your letter dated { IF { MERGEFIELD TK_PIVALUE_TK_TOPUP_DT_PD } = "" "{
MERGEFIELD "TK_PIVALUE_TK_PT36_DT_PD" }" "{ MERGEFIELD
TK_PIVALUE_TK_TOPUP_DT_PD }" } and note your offer on behalf of the proposed
defendant(s).

We confirm that our client is prepared to accept the sum of { IF { MERGEFIELD
TK_PIVALUE_TK_TOPUP_AMT } = "" "£{ MERGEFIELD "TK_PIVALUE_TK_PT36_AMT_D" }"
"£{ MERGEFIELD "TK_PIVALUE_TK_TOPUP_AMT" }" }.

We ask for our costs on a fixed basis, pursuant to CPR Part 45 as follows:

1. £800 + £
2. Success Fee at 12.5 % =
3. TOTAL
4. VAT
5. Total Cost of Medical Report = £
6. Total Cost of GP & Medical Records = £

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7. Total Cost of Other Disbursement e.g. Police Report = £
8. ATE Insurance Premium = £

We look forward to hearing from you within 7 days, failing which we will commence Part 8 proceedings for the full amount due and costs associated with any additional work.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Letter of Claim

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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_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1TITLE } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME
} { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }"
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1ADDRESS }

Dear { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1TITLE } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME
}" "Sir or Madam"

Our Client: { MERGEFIELD LINKNAME_FORENAME_1 } {
MERGEFIELD LINKNAME_SURNAME_1 }
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE \@ "d" *Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE \@ "MMMM
yyyy" }
Accident Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }

We are instructed by our above named client to claim damages in connection with personal injuries and other losses caused as a result of your { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } <> "" "employee's " "" } negligence{ ASK AskStatutory "Is there a breach of Statutory duty?" \d "Y/N - delete as appropriate" }{ IF AskStatutory = "Y" "and/or breach of statutory duty" "" }.

Please confirm the name, address, and telephone number of your insurers. If possible please let us have your insurance policy number. Please note that your insurers will need to see this letter as soon as possible and it may affect your insurance cover and/or the conduct of any legal proceedings if you do not send this letter to them.

The accident circumstances are:

*
*
*

The reason why we are alleging fault is:

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

{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "1 Rear End Shunt" "You/your driver failed to observe or heed the presence of our client's vehicle;

You/your driver failed to brake at a safe stopping speed;

You/your driver failed to keep any or any proper look out;

You/your driver failed adequately or at all in time or at all to see, heed or act upon the presence or position of our client's vehicle;

You/your driver failed to brake at a safe stopping distance behind our client's vehicle;

You/your driver failed to exercise due care and attention;

You/your driver failed to drive your vehicle in a safe manner;

You/your driver failed to stop, to slow down, to swerve or otherwise so to manage or control your vehicle as to avoid the aforesaid collision." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "2 Speeding/Hit and Run" "You drove too fast in all of the circumstances;

You negligently and dangerously exceeded the speed limit along the carriageway;

You failed to apply your brakes in time or at all;" "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "3 Pedestrian/Cyclist" "You/your driver failed to observe or heed the presence of our client;

You/your driver failed to keep any or any proper look out;

You/your driver failed to stop, to slow down, to swerve or otherwise so to manage or control your vehicle as to avoid the aforesaid collision;" "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "4 Drunk Driver " "You/your driver drove a vehicle illegally whilst under the influence of alcohol;

You/your driver failed to stop your vehicle at the request of the police." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "5 Failure to Give Way" "You/your driver performed a dangerous manoeuvre;

You/your driver failed to exercise due care and attention;

You/your driver failed to drive your vehicle in a safe manner;

You/your driver failed to give way to an oncoming vehicle;

You/your driver failed to give way to our client who had right of way." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "6 Potholes" "You were negligent and or in breach of your statutory duty to maintain the * highway in a reasonably safe condition; the facts of the accident are evidence of negligence." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "7 Learner Driver " "You failed to exercise proper supervision over the learner driver;

You were not a registered driving instructor;

You failed to observe or heed the presence of our client or to instruct the learner driver to observe or heed the presence of our client;

You failed to brake at a safe stopping speed or to instruct the learner driver to brake at a safe stopping speed;

You failed to keep any or any proper look out whilst teaching a learner driver;

You failed to instruct the learner driver to keep any or any proper look out;

You failed adequately or at all in time or at all to see, heed or act upon the presence or position of our client or to instruct the learner driver to see, heed or act upon the presence or position of our client;

You failed to apply the brakes in time or at all or to instruct the learner driver to apply the brakes in time or at all;

You failed to stop, to slow down, to swerve or otherwise so to manage or control your vehicle as to avoid the aforesaid collision or to instruct the learner driver to stop, to slow down, to swerve or otherwise so to manage or control your vehicle as to avoid the aforesaid collision;

You failed to exercise due care and attention or to instruct the learner driver to exercise due care and attention." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "8 Bus" "Your driver changed lanes from the bus lane onto the middle lane of the carriageway;
Your driver failed to keep any or any or any proper lookout;

Your driver drove too fast in all the circumstances;

Your driver failed to give any or any sufficient warning of his/her approach;

Your driver failed to wait until the bus lane and/or carriageway on * was clear of obstruction and duly proceeding along the bus lane and/or carriageway when it was clear and safe to do so;

Your driver failed to see the Claimant's vehicle in time or at all;

Your driver collided with the Claimant's vehicle;

Your driver failed to steer or control the bus or to apply his/her brakes adequately or at all so as to avoid colliding with the Claimant's vehicle;

Your driver failed to take any or any adequate care for the safety of the Claimant;

in acting or omitting to act as described above, your driver failed to take all precautions to ensure the safety of the Claimant on the vehicle contrary to Regulation 5 of the Regulations;

Your driver failed to so manage or control his/her vehicle so that his/her passengers were safe therein

Your driver exposed the Claimant to a danger and/or foreseeable risk of injury." "" }

Our client has suffered the following injuries:

{ MERGEFIELD TK_PIINJMEDDETS_TK_INJURIES } { IF { MERGEFIELD TK_PIINJMEDDETS_tkATTENDHOSP } = "Yes" }

and received treatment at { MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_name }." ". }

This information is intended only to identify the main points of the incident and injuries sustained, and should not be considered as exhaustive.

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } <> "Employers Liability" "As a result of the accident our client has had time off work. The dates of absence are as follows:

From

To

Our client's approximate weekly earnings are £{ MERGEFIELD TK_PISPECDAM_tkWEEKLYSALRY }.

As you are our client's employer, please provide us with the following information, together with relevant documentation where appropriate:

1. The dates of our client's absence from work.
2. Details of our client's gross and net earnings for a period of 13 weeks prior to the accident.
3. Details of our client's gross and net earnings and for the whole period of absence from work."

Our client's financial losses are:

{ IF { MERGEFIELD TK_PISPECDAM_tkTRAVEXP }= "" " "
"Travel Expenses
" } { IF { MERGEFIELD TK_PISPECDAM_tkTELCOSTS }= "" ""
"Telephone Costs
" } { IF { MERGEFIELD "TK_PISPECDAM_tkPOLEXCESS" }= ""
"" "Policy Excess
" } { IF { MERGEFIELD "TK_PISPECDAM_tkCARHIRE" }= "" ""
"Car Hire
" } { IF { MERGEFIELD "TK_PISPECDAM_tkCARREPAIR" }= "" ""
"Car Repair
" } { IF { MERGEFIELD "TK_PISPECDAM_tkCARSTORRECOV"
}= "" "" "Car Storage
" } { IF { MERGEFIELD "TK_PISPECDAM_tkOTHERLOSS1" }= ""
"" { MERGEFIELD TK_PISPECDAM_TKOTHLOSS1_DES }
" } { IF { MERGEFIELD "TK_PISPECDAM_tkOTHERLOSS2" }= ""
"" { MERGEFIELD TK_PISPECDAM_TKOTHLOSS2_DES }
" } { IF { MERGEFIELD "TK_PISPECDAM_tkOTHERLOSS3" }= ""
"" { MERGEFIELD TK_PISPECDAM_TKOTHLOSS3_DES }

{ IF { MERGEFIELD TK_PISPECDAM_tkTRAVEXP }= "" " " £{
MERGEFIELD TK_PISPECDAM_tkTRAVEXP }
" } { IF { MERGEFIELD TK_PISPECDAM_tkTELCOSTS }= "" "" £{
MERGEFIELD TK_PISPECDAM_tkTELCOSTS }
" } { IF { MERGEFIELD "TK_PISPECDAM_tkPOLEXCESS" }= "" "" £{
MERGEFIELD "TK_PISPECDAM_tkPOLEXCESS" }

<pre>" }{ IF { MERGEFIELD "TK_PISPECDAM_tkOTHERLOSS4" }= "" "" "{ MERGEFIELD TK_PISPECDAM_TKOTHLOSS4_DES }" }</pre>	<pre>" }{ IF { MERGEFIELD "TK_PISPECDAM_tkCA RHIRE" }= "" "" "£{ MERGEFIELD "TK_PISPECDAM_tkCA RHIRE" } " }{ IF { MERGEFIELD "TK_PISPECDAM_tkCA RREPAIR" }= "" "" "£{ MERGEFIELD "TK_PISPECDAM_tkCA RREPAIR" } " }{ IF { MERGEFIELD "TK_PISPECDAM_tkCA RSTORRECOV" }= "" "" "£{ MERGEFIELD "TK_PISPECDAM_tkCA RSTORRECOV" } " }{ IF { MERGEFIELD "TK_PISPECDAM_tkOT HERLOSS1" }= "" "" "£{ MERGEFIELD "TK_PISPECDAM_tkOT HERLOSS1" } " }{ IF { MERGEFIELD "TK_PISPECDAM_tkOT HERLOSS2" }= "" "" "£{ MERGEFIELD "TK_PISPECDAM_tkOT HERLOSS2" } " }{ IF { MERGEFIELD "TK_PISPECDAM_tkOT HERLOSS3" }= "" "" "£{ MERGEFIELD "TK_PISPECDAM_tkOT HERLOSS3" } " }{ IF { MERGEFIELD "TK_PISPECDAM_tkOT HERLOSS4" }= "" "" "£{ MERGEFIELD "TK_PISPECDAM_tkOT HERLOSS4" }" }</pre>
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EDIT TABLE ABOVE AS APPROPRIATE

At this stage of our enquiries we believe that only the documents set out in the Standard Disclosure List are relevant to this action. { ASK AskProtocol * Upper "Are there specific protocol documents to be inserted? Y/N" \d "Y/N - delete as appropriate" }{ IF AskProtocol = "Y" "We attach our request for documents pursuant to the Personal Injury pre-action Protocol with this letter." "" }{ IF { MERGEFIELD client_no } <> "" "

We have also sent a letter of claim to { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME }

IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURED } = "Yes" " whose insurers are, we understand:

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }" " for whom we do not currently have insurance details." }" "{ IF { MERGEFIELD client_no } <> "" "

We have also sent a letter of claim to { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2TITLE } { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME } { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME } { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURED } = "Yes" " whose insurers are, we understand:

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }" " for whom we do not currently have insurance details." }" "" } { IF { MERGEFIELD client_no } = "CFA" "

Finally, we can confirm that we have entered into a conditional fee agreement with our client backed by an insurance certificate for legal costs and expenses. { IF { MERGEFIELD TK_PICLIINSDETS_TK_BTEATEINS } = "ATE" " Please be advised that our client has the benefit of ATE insurance with { MERGEFIELD "TK_PICLIINSDETS_tkLEXPINSURE_name" } which was incepted on { ASK Inception "Enter Insurance Inception Date:" } {ref Inception}. This policy of insurance relates to the above { ASK Identify "Identify the claims to which the policy relates including any Part 20 claims:" } {ref Identify} and provides for cover up to { ASK Cover "State the level of insurance cover:" \d "£" } {ref Cover}. The insurance premium is staged and increases on the issuing of proceedings." "" }" "" }

A copy of this letter is attached for you to send to your insurers.

We expect an acknowledgement of this letter within 21 days by you or your insurers.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Encs

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "RTA" "

RTA CASES - REQUESTED DISCLOSURE

SECTION A

In all cases where liability is at issue –

- (i) Documents identifying nature, extent and location of damage to defendant's vehicle where there is any dispute about point of impact.
- (ii) MOT certificate where relevant.
- (iii) Maintenance records where vehicle defect is alleged or it is alleged by defendant that there was an unforeseen defect which caused or contributed to the accident.

SECTION B

Accident involving commercial vehicle as potential defendant –

- (i) Tachograph charts or entry from individual control book.
- (ii) Maintenance and repair records required for operators' licence where vehicle defect is alleged or it is alleged by defendants that there was an unforeseen defect which caused or contributed to the accident.

SECTION C

Cases against local authorities where highway design defect is alleged.

- (i) Documents produced to comply with Section 39 of the Road Traffic Act 1988 in respect of the duty designed to promote road safety to include studies into road accidents in the relevant area and documents relating to measures recommended to prevent accidents in the relevant area.

" "" }

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "Trip/slip" "

HIGHWAY TRIPPING CLAIMS - REQUESTED DISCLOSURE

Documents from Highway Authority for a period of 12 months prior to the accident –

- (i) Records of inspection for the relevant stretch of highway.
- (ii) Maintenance records including records of independent contractors working in relevant area.
- (iii) Records of the minutes of Highway Authority meetings where maintenance or repair policy has been discussed or decided.
- (iv) Records of complaints about the state of highways.
- (v) Records of other accidents which have occurred on the relevant stretch of highway.

" "" }

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "Occupiers Liability" "

OCCUPIERS LIABILITY – REQUESTED DISCLOSURE

- (i) Accident book entry for our client and any other relevant entries of a similar nature 12 months prior to the accident;
 - (ii) Any closed circuit television footage;
 - (iii) First aider report;
 - (iv) Safety representative's accident report;
 - (v) Documents listed above relative to any previous accident/matter identified by the claimant and relied upon as proof of negligence;
 - (vi) Maintenance, inspection and cleaning records/rotas for the area in question for 12 months prior to the accident;
 - (vii) Any relevant risk assessments in relation to the area in question;
 - (viii) Any training records for those employed at the time and the claimants accident
- " "" }
- { IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "Employers Liability" "

WORKPLACE CLAIMS - REQUESTED DISCLOSURE

Accident book entry.
First aider report.
Surgery record.
Foreman/supervisor accident report.
Safety representatives accident report.
RIDDOR report to HSE.
Other communications between defendants and HSE.
Minutes of Health and Safety Committee meeting(s) where accident/matter considered.
Report to DSS.
Documents listed above relative to any previous accident/matter identified by the claimant and relied upon as proof of negligence.
Earnings information where defendant is employer.

Documents produced to comply with requirements of the Management of Health and Safety at Work Regulations 1992 –

12. Pre-accident Risk Assessment required by Regulation 3.
13. Post-accident Re-Assessment required by Regulation 3.
14. Accident Investigation Report prepared in implementing the requirements of Regulations 4, 6 and 9.
15. Health Surveillance Records in appropriate cases required by Regulation 5.
16. Information provided to employees under Regulation 8.
17. Documents relating to the employees health and safety training required by Regulation 11.

SECTION A – WORKPLACE (HEALTH SAFETY AND WELFARE) REGULATIONS 1992

- (i) Repair and maintenance records required by Regulation 5.
- (ii) Housekeeping records to comply with the requirements of Regulation 9.
- (iii) Hazard warning signs or notices to comply with Regulation 17 (Traffic Routes).

SECTION B – PROVISION AND USE OF WORK EQUIPMENT REGULATIONS 1992

- (i) Manufacturers' specifications and instructions in respect of relevant work equipment establishing its suitability to comply with Regulation 5.
- (ii) Maintenance log/maintenance records required to comply with Regulation 6.
- (iii) Documents providing information and instructions to employees to comply with Regulation 8.
- (iv) Documents provided to the employee in respect of training for use to comply with Regulation 9.
- (v) Any notice, sign or document relied upon as a defence to alleged breaches of Regulations 14 to 18 dealing with controls and control systems.
- (vi) Instruction/training documents issued to comply with the requirements of Regulation 22 insofar as it deals with maintenance operations where the machinery is not shut down.
- (vii) Copies of markings required to comply with Regulation 23.

(viii) Copies of warnings required to comply with Regulation 24.

SECTION C – PERSONAL PROTECTIVE EQUIPMENT AT WORK REGULATIONS 1992

- (i) Documents relating to the assessment of the Personal Protective Equipment to comply with Regulation 6.
- (ii) Documents relating to the maintenance and replacement of Personal Protective Equipment to comply with Regulation 7.
- (iii) Record of maintenance procedures for Personal Protective Equipment to comply with Regulation 7.
- (iv) Records of tests and examinations of Personal Protective Equipment to comply with Regulation 7.
- (v) Documents providing information, instruction and training in relation to the Personal Protective Equipment to comply with Regulation 9.
- (vi) Instructions for use of Personal Protective Equipment to include the manufacturers' instructions to comply with Regulation 10.

SECTION D – MANUAL HANDLING OPERATIONS REGULATIONS 1992

- (i) Manual Handling Risk Assessment carried out to comply with the requirements of Regulation 4(1)(b)(i).
- (ii) Re-assessment carried out post-accident to comply with requirements of Regulation 4(1)(b)(i).
- (iii) Documents showing the information provided to the employee to give general indications related to the load and precise indications on the weight of the load and the heaviest side of the load if the centre of gravity was not positioned centrally to comply with Regulation 4(1)(b)(iii).
- (iv) Documents relating to training in respect of manual handling operations and training records.

SECTION E – HEALTH AND SAFETY (DISPLAY SCREEN EQUIPMENT) REGULATIONS 1992

- (i) Analysis of work stations to assess and reduce risks carried out to comply with the requirements of Regulation 2.
- (ii) Re-assessment of analysis of work stations to assess and reduce risks following development of symptoms by the claimant.
- (iii) Documents detailing the provision of training including training records to comply with the requirements of Regulation 6.
- (iv) Documents providing information to employees to comply with the requirements of Regulation 7.

SECTION F – CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH REGULATIONS 1988

- (i) Risk assessment carried out to comply with the requirements of Regulation 6.
- (ii) Reviewed risk assessment carried out to comply with the requirements of Regulation 6.
- (iii) Copy labels from containers used for storage handling and disposal of carcinogenics to comply with the requirements of Regulation 7(2A)(h).
- (iv) Warning signs identifying designation of areas and installations which may be contaminated by carcinogenics to comply with the requirements of Regulation 7(2A)(h).
- (v) Documents relating to the assessment of the Personal Protective Equipment to comply with Regulation 7(3A).
- (vi) Documents relating to the maintenance and replacement of Personal Protective Equipment to comply with Regulation 7(3A).
- (vii) Record of maintenance procedures for Personal Protective Equipment to comply with Regulation 7(3A).
- (viii) Records of tests and examinations of Personal Protective Equipment to comply with Regulation 7(3A).
- (ix) Documents providing information, instruction and training in relation to the Personal Protective Equipment to comply with Regulation 7(3A).
- (x) Instructions for use of Personal Protective Equipment to include the manufacturers' instructions to comply with Regulation 7(3A).
- (xi) Air monitoring records for substances assigned a maximum exposure limit or occupational exposure standard to comply with the requirements of Regulation 7.
- (xii) Maintenance examination and test of control measures records to comply with Regulation 9.
- (xiii) Monitoring records to comply with the requirements of Regulation 10.
- (xiv) Health surveillance records to comply with the requirements of Regulation 11.
- (xv) Documents detailing information, instruction and training including training records for employees to comply with the requirements of Regulation 12.
- (xvi) Labels and Health and Safety data sheets supplied to the employers to comply with the CHIP Regulations.

SECTION G – CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 1994

- (i) Notification of a project form (HSE F10) to comply with the requirements of Regulation 7.
- (ii) Health and Safety Plan to comply with requirements of Regulation 15.
- (iii) Health and Safety file to comply with the requirements of Regulations 12 and 14.
- (iv) Information and training records provided to comply with the requirements of Regulation 17.
- (v) Records of advice from and views of persons at work to comply with the requirements of Regulation 18.

SECTION H – PRESSURE SYSTEMS AND TRANSPORTABLE GAS CONTAINERS REGULATIONS 1989

- (i) Information and specimen markings provided to comply with the requirements of Regulation 5.
- (ii) Written statements specifying the safe operating limits of a system to comply with the requirements of Regulation 7.

- (iii) Copy of the written scheme of examination required to comply with the requirements of Regulation 8.
- (iv) Examination records required to comply with the requirements of Regulation 9.
- (v) Instructions provided for the use of operator to comply with Regulation 11.
- (vi) Records kept to comply with the requirements of Regulation 13.
- (vii) Records kept to comply with the requirements of Regulation 22.

SECTION I – LIFTING PLANT AND EQUIPMENT (RECORDS OF TEST AND EXAMINATION ETC.) REGULATIONS 1992

- (i) Record kept to comply with the requirements of Regulation 6.

SECTION J – THE NOISE AT WORK REGULATIONS 1989

- (i) Any risk assessment records required to comply with the requirements of Regulations 4 and 5.
- (ii) Manufacturers' literature in respect of all ear protection made available to claimant to comply with the requirements of Regulation 8.
- (iii) All documents provided to the employee for the provision of information to comply with Regulation 11.

SECTION K – CONSTRUCTION (HEAD PROTECTION) REGULATIONS 1989

- (i) Pre-accident assessment of head protection required to comply with Regulation 3(4).
- (ii) Post-accident re-assessment required to comply with Regulation 3(5).

SECTION L – THE CONSTRUCTION (GENERAL PROVISIONS) REGULATIONS 1961

- (i) Report prepared following inspections and examinations of excavations etc. to comply with the requirements of Regulation 9.
- (ii) Report prepared following inspections and examinations of work in cofferdams and caissons to comply with the requirements of Regulations 17 and 18.

N.B. Further Standard Discovery lists will be required prior to full implementation." "" }

Def 1 Serving Proceedings

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_FORENAME_1 } {
MERGEFIELD LINKNAME_SURNAME_1 }
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Accident Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }

We now enclose, by way of service, the following documents:

- (1) Claim Form (and attached notes);
- (2) Particulars of Claim;
- (3) Medical evidence filed on issue of proceedings;
- (4) Schedule of Expenses and Losses;
- (5) Notice of Funding;
- (6) Form for Acknowledging Service;
- (7) Form for Defending the Claim;
- (8) Form for Admitting the Claim.

We have been in correspondence with the relevant insurers, { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1INSURER_name } of:
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }
(under reference { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSREF }), to whom you may
care to refer these papers straight away.

We would be grateful if your insurers or their solicitors would acknowledge safe receipt.

Yours faithfully

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

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Sol Ack Defence

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" }

Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "d" * Ordinal } { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "MMMM yyyy" }

We thank you for your letter of * .

We will deal with the matters arising in turn.

1. Your interest

We confirm that we have noted your interest on behalf of the Defendant in this matter.

2. The Defence

We acknowledge safe receipt of the Defence.

3. Judgment

On the basis that it will be contended that your client has no real prospect of successfully defending liability, our client is making application for summary judgment, on liability, and a copy of the application notice and details of any written evidence to be relied on will follow. Consequential case management directions will be sought.

4. Admissions made under the protocol

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[We are concerned that by the Defence, the Defendant seeks to resile from admissions made under the pre-action protocol. In the circumstances our client reserves the right to apply to the court for an order striking out those parts of the Defence which conflict with admissions made previously and/or for judgment on relevant issues. Before making such an application however we should like you to have the opportunity of explaining precisely why there is a change in stance and to deal, albeit retrospectively, with matters that should have been dealt with under the protocol had the stance the Defendant now seeks to take been adopted then. This will help us assess the extent to which our client is prejudiced and hence the approach to take to the Defence as it now stands. Accordingly, would you please:

- (1) explain precisely why the Defendant seeks to resile from the admissions made previously;
- (2) advise when and in what circumstances the decision to resile was made;
- (3) produce, insofar as this is disclosable under the protocol, any further evidence taken account of in the decision to resile;
- (4) produce forthwith all documents which would have been disclosable under the protocol if the Defendant had then adopted the stance which the Defence seeks to take; and
- (5) either confirm that there are no documents the Defendant did have but no longer has, which would have been disclosable under the protocol or identify such documents with details of when, and in what circumstances, the Defendant parted with those documents and what, to the best of the Defendant's knowledge, has now become of those documents.

Please would you respond to these questions as soon as possible given that, if the stance the Defendant now seeks to take had been adopted all along, much of this information should have been provided already. We can assess the question of prejudice and hence the need for an application which, in the absence of an appropriate response, is likely to seek an order striking out those parts of the Defence inconsistent with the earlier admission.]

5. The protocol

We consider the Defendant has not complied with the protocol by [*details*].

The failure to comply with the protocol does of course prejudice the Claimant who has not known the full nature of the Defendant's case, despite the Claimant's case having been set out in detail in the letter of claim. This may have a bearing on the directions that are appropriate and of course in relation to costs.

Please let us know if you contend that the Defendant has complied with the protocol, giving reasons, or let us have any explanation there may be for the failure to deal with matters at the appropriate stage in accordance with the protocol.]

[6. Requirements of the Civil Procedure Rules 1998

We consider that the Defence fails to comply with rule 16.5 of the Civil Procedure Rules 1998 or paragraph 12 of the Practice Direction to Part 16. In particular:

- (1) the Defence fails to state full and adequate reasons for the denials which have been made;
- (2) the Defence fails to identify which aspects of the medical evidence relied on by the Claimant are agreed and which are not agreed;
- (3) the Defence fails to give reasons for matters in the medical evidence relied on by the Claimant which are not agreed;
- (4) the Defence fails to identify which aspects of the Claimant's claim for expenses and losses are admitted and which are not admitted;
- (5) the Defence fails to deal properly with those items of expenses and losses that are not admitted or to attach a counter-schedule.

Please rectify these matters as soon as possible.]

7. Statement of truth

We note that the Defence does not contain an appropriate statement of truth. Please remedy this promptly, failing which we reserve the right to ask the court to strike out the Defence.

8. Defendant's request for further information

Either

[We acknowledge safe receipt of the request for further information sought from the Claimant. The information you are entitled to will be given without the need for you to obtain a court order.]

Or

[We acknowledge safe receipt of the request for further information sought from the Claimant.

The information sought is not, in our view, confined to matters which are reasonably necessary for the Defendant's case to be prepared or for the Defendant to understand the case which has to be met. Accordingly, we do not think that this information is required as a preliminary to disclosure and exchange of evidence.

If after disclosure and exchange of evidence you consider that any matters remain outstanding, you will remain able to renew your request for any such information, although we think it unlikely this will be required.

Accordingly our client objects to complying with the request at this stage as it is considered disproportionate given that, for the reasons already outlined, any information provided now is likely to be duplicated and rendered unnecessary as further stages of the case are dealt with.]

9. Claimant's request for further information

We enclose by way of service a request for further information from the Defendant. We serve this request as we do not consider that the Defence complies with the requirements of rule 16.5

of the Civil Procedure Rules 1998 and we wish to be made aware of the nature of the Defendant's case now.

If you do not provide further information and/or particulars and/or relevant documents and/or factual evidence, we will assume that you intend to raise only those affirmative allegations which you have already pleaded.

10. Liability as a preliminary issue

We suggest that there be a split trial with liability to be tried as a preliminary issue. Please let us know if you disagree, giving your reasons.

11. Allocation and case management

We are now moving on to prepare for allocation and case management.

We look forward to hearing from you

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Sol Confirm Address for

Service

{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 TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We give notice that we have today sent the Claim Form and supporting papers to {
MERGEFIELD "TK_PICOURTDETS_tkCIVILCRT_name" } for proceedings to be issued. Kindly
confirm that you are instructed to accept service. If you are not so instructed, please confirm
your client's address for service.

We look forward to hearing from you.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 1 Sol Enc Allocation

Questionnaire

{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 TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose, for your information, a copy of the allocation questionnaire, duly completed, as filed
at court.

[We also enclose documentation filed at court with the allocation questionnaire.]

[We shall be grateful if you could let us have a copy of the Defendant's allocation questionnaire,
and any accompanying documentation you ask the court to consider on allocation.]

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 1 Sol Enc Consent Order

{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 TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose Consent Order in respect of the above matter, and would be obliged if you would
sign the same and return it to us as soon as possible.

We also enclose our without prejudice Schedule of Costs and look forward to receiving your
proposals in respect of our costs shortly.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Def 1 Sol Enc Index And Costs

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOLREF }

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yyyy" }

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We have generally reviewed this matter in readiness for the hearing and write to deal with matters arising.

- (1) We have prepared a bundle of documents and enclose a copy of the draft index herewith for your information. Please confirm that the bundle is agreed or let us know if there are any further documents you wish to be included, identifying any such documents fully. We should like to be ready to file the bundle by * and so look forward to hearing from you prior to then.
- (2) We consider that a time estimate of * remains appropriate but shall be grateful for your time estimate if you disagree.
- (3) Please note that if a settlement has not been achieved by 4 pm on * we reserve the right to deliver a brief without further notice. This will, obviously, increase the costs.

We look forward to hearing from you.

Yours faithfully

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 1 Sol Enc Listing

Questionnaire

{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE
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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose the listing questionnaire as filed at court, for your information.

We also enclose documentation filed at court along with the listing questionnaire.

We shall be grateful if you could let us have a copy of the Defendant's listing questionnaire, and
any accompanying documentation or letters you ask the court to consider on listing.

We are happy to liaise with you concerning any further case management although this will of
course need to be in the immediate future before the court reviews the questionnaires.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 1 Sol Enc Sch Costs

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We settled this case on the basis that you would be responsible for our reasonable costs, to be
taxed by the County Court if agreement cannot be negotiated.

We have charged our costs on the normal basis, by that we mean one tenth of the hourly rate
for letters out, one tenth for telephone calls, long letters one fifth.

We enclose for possible agreement a Schedule setting out full details of our costs.

We look forward to receiving your cheques in settlement of our client's claim and their costs,
within 21 days.

Please note that we reserve our rights to tax our file if our fees cannot be agreed.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Def 1 Sol Enc Trial Bundle

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose for your information a copy of the Trial Bundle in respect of the forthcoming hearing.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Def 1 Sol List Of Documents

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

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.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 1 Sol Notice Of Application

{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 TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose by way of service notice of application, for * .

You will note that the written evidence in support of the application is set out on the application
notice itself.

Kindly acknowledge safe receipt and let us know your intentions concerning all aspects of the
application as soon as possible.

You will note the time estimate we have given to the court. Please let us know if you have any
significant disagreement with that estimate.

Please let us have any details of any written evidence on which you intend to rely at the hearing.

We await hearing from you

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 1 Sol Statement Of Costs

{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 TK_PIDEF1DETAIL_tkDEF1SOLREF }

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

{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_name }
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" }

Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } { MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose by way of service our statement of costs in readiness for the hearing of *

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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Def 2 Ins Accept Part 36 Offer

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We refer to your letter dated { IF { MERGEFIELD TK_PIVALUE_TK_TOPUP_DT_PD } = "" "{
MERGEFIELD "TK_PIVALUE_TK_PT36_DT_PD" }" "{ MERGEFIELD
TK_PIVALUE_TK_TOPUP_DT_PD }" } and note your offer on behalf of the proposed
defendant(s).

Our client is prepared to accept the sum of { IF { MERGEFIELD
TK_PIVALUE_TK_TOPUP_AMT } = "" "£{ MERGEFIELD "TK_PIVALUE_TK_PT36_AMT_D" }"
"£{ MERGEFIELD "TK_PIVALUE_TK_TOPUP_AMT" }" } plus the claimant's costs on a
standard basis with a detailed assessment under Part 44.12a CPR failing agreement.

We enclose a breakdown of our profit costs, together with the vouchers and fee notes for
disbursements claimed.

We look forward to receiving a cheque for our client's damages within 14 days and proposals in
respect of our costs within 21 days.

Yours faithfully

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

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 2 Ins Ack LOC Response

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We thank you for your letter of { ASK DATE "Enter date of Def 2 Insurers' last letter." \d " " }{
REF DATE } and note your interest on behalf of your above-named insured.

For CRU purposes we confirm the following details:-

Claimant's full name: { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
National Insurance Number: { MERGEFIELD TK_PICLIENTINFO_tkNINUMBER }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

We look forward to receiving your response on the issue of liability and in the meantime we will
obtain details from our medical agency of three medical experts for nomination purposes.

Yours faithfully

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 2 Ins Conf Service

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Further to previous correspondence, we write to advise that we have today sent the appropriate Court papers direct to your Insured.

Please accept this letter as notice of our intention to apply to the Court for default judgment unless the Acknowledgment of Service and/or Defence are filed within the appropriate timescales. Initially this means that unless we reach agreement granting a suitable extension of time for the Defence, either the Acknowledgment or Defence must be at Court by { MERGEFIELD TK_PICOURTDETS_TKACK_SERV_DUE \@ "d"*Ordinal } { MERGEFIELD TK_PICOURTDETS_TKACK_SERV_DUE \@ "MMMM yyyy" }.

Finally, if under your Insured's policy any further information should be supplied to you at this stage, please let us know without delay. If we do not hear from you with any such request, we shall assume that the terms of the policy have been complied with for the purposes, if necessary, of the Third Parties (Rights Against Insurers) Act 1930.

Yours faithfully

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

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 2 Ins Confirm Issue

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We give notice that we have today sent the Claim Form and supporting papers to {
MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name } for proceedings to be issued.{ IF {
MERGEFIELD TK_ACCDETS_tkACCTYPE } = "RTA" "

Please treat this letter as the relevant notification of commencement of proceedings against the
above Defendant under section 152 of the Road Traffic Act 1988." "" }

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 2 Ins Copy Loc

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We enclose a copy of the letter of claim we have today sent to your insured.

We should be grateful if you would acknowledge safe receipt of this letter, confirming your interest and reference by return.

{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "CFA" "We also take this opportunity to inform you that we are assisting our client under the terms of a Conditional Fee Agreement. " "{ IF { MERGEFIELD TK_PICLIINSDETS_TK_BTEATEINS } = "ATE" "We also take this opportunity to inform you that we are assisting our client under the terms of a Conditional Fee Agreement. Please also note our client has obtained after the event legal expense insurance. If you are aware or have any knowledge of any before the event legal expense insurance scheme available to our client then kindly notify us of the same within 14 days." "" }" }

Yours faithfully

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{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 2 Ins Enc Pt 36, Med, Sch Loss

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2IINSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

**WITHOUT PREJUDICE
FORMAL OFFER TO SETTLE**

We enclose herewith a copy of the medical evidence, a Schedule of Loss with supporting documentation where available and a Part 36 offer for your attention.

Please respond within the allocated time frame to allow us to proceed with the case accordingly, failing which our file of papers will be forwarded to Counsel to draft Particulars of Claim in preparation for the commencement of proceedings. Should the matter settle in the interim, we shall seek to recover Counsel's fee from you when the issue of costs arises.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Enc.

Def 2 Ins Letter Nominate Experts

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We refer to our recent correspondence and now enclose details of three medical experts for nomination purposes.

1. { MERGEFIELD TK_PIIJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIIJMEDDETS_tkMEDEXPERT1_forename } { MERGEFIELD
TK_PIIJMEDDETS_tkMEDEXPERT1_surname }
{ MERGEFIELD TK_PIIJMEDDETS_tkMEDEXPERT1_address }
{ IF { MERGEFIELD TK_PIIJMEDDETS_tkMEDEXPERT2_surname } = "" "" "
2. { MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT2_surname" }
{ MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT2_address" }
"} { IF { MERGEFIELD TK_PIIJMEDDETS_tkMEDEXPERT3_surname } = "" "" "
3. { MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
"TK_PIIJMEDDETS_tkMEDEXPERT3_surname" }
{ MERGEFIELD "TK_PIIJMEDDETS_tkMEDEXPERT3_address" }

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

" }

We wish to nominate { IF { MERGEFIELD "TK_PIINJMEDDETS_TKPREF_MED_EXP" } =
"Expert 1" "{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_forename } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_surname }" "" } { IF { MERGEFIELD
"TK_PIINJMEDDETS_TKPREF_MED_EXP" } = "Expert 2" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }" "" } { IF { MERGEFIELD
"TK_PIINJMEDDETS_TKPREF_MED_EXP" } = "Expert 3" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }" "" } and look forward to receiving your
response within the next 14 days failing which we will instruct this expert.

We await your reply.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 2 Ins Part 36 Offer

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

**WITHOUT PREJUDICE
FORMAL OFFER TO SETTLE PURSUANT TO PART 36.10 OF CPR**

We refer to previous correspondence and can confirm that we have now quantified our client's claim and formally offer to settle at £{ MERGEFIELD "TK_PIVALUE_TK_PT36_AMT_C" } plus the claimant's costs on a standard basis with a detailed assessment under Part 44.12a CPR failing agreement. The offer relates to the whole of the claim and is inclusive of interest. { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "If this offer is accepted it is subject to court approval." "" }

This is not a figure for barter, but is in fact something less than the sum we have advised our client may achieve if the matter proceeds to the commencement of proceedings and further to a trial. This position is taken to see an early end to this matter whilst allowing both sides to take something from the settlement and keeping costs in proportion to the matter at hand.

We do not intend to rehearse the contents of our medical evidence, but place a value on general damages of £{ MERGEFIELD "TK_PIVALUE_TK_GEN_DAMS_AMT" }.

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

Our client's financial losses are £{ MERGEFIELD "TK_PIVALUE_TK_FIN_LOSS_AMT" }, details have been provided with documentary evidence where available.

Interest upon Special Damages is 6% pa which amounts here to £{ MERGEFIELD "TK_PIVALUE_TK_SPEC_INTRST" } and 2% for General damages if proceedings are issued.

We are confident that we have given you sufficient information to value our client's claim.

If you are not prepared to meet our client's claim as quantified then we have instructions to issue Court proceedings as soon as is allowed within the Court rules. We will claim interest at 10% above the prevailing base rate on both costs and damages, should the court at a later date award our client a sum either equal to or greater than our formal offer to settle. We will also ask the Court to award costs on the indemnity basis.

This offer is intended to have the consequences of a Part 36 offer as per CPR36.2(2)(b).

This offer will remain open for 21 days which is the time period stipulated in the relevant CPR provision and will have the cost consequences as per CPR36.2(2)(c). We expect an acknowledgement of this letter by you or your appointed agents.

We await hearing from you

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 2 Ins RTA Costs

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

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
client_no }/{ MERGEFIELD matter_no }

Your Ref: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSURER_address }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD
LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
Your Insured: { IF { MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME }
{ MERGEFIELD client_no }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"}
Your Policy No: { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2INSPOLNO
}
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

We refer to your letter dated { IF { MERGEFIELD TK_PIVALUE_TK_TOPUP_DT_PD } = "" "{
MERGEFIELD "TK_PIVALUE_TK_PT36_DT_PD" }" "{ MERGEFIELD
TK_PIVALUE_TK_TOPUP_DT_PD }" } and note your offer on behalf of the proposed
defendant(s).

We confirm that our client is prepared to accept the sum of { IF { MERGEFIELD
TK_PIVALUE_TK_TOPUP_AMT } = "" "£{ MERGEFIELD "TK_PIVALUE_TK_PT36_AMT_D" }"
"£{ MERGEFIELD "TK_PIVALUE_TK_TOPUP_AMT" }" }.

We ask for our costs on a fixed basis, pursuant to CPR Part 45 as follows:

1. £800 + £
2. Success Fee at 12.5 % =
3. TOTAL
4. VAT
5. Total Cost of Medical Report = £
6. Total Cost of GP & Medical Records = £

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7. Total Cost of Other Disbursement e.g. Police Report = £
8. ATE Insurance Premium = £

We look forward to hearing from you within 7 days, failing which we will commence Part 8 proceedings for the full amount due and costs associated with any additional work.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 2 Letter of Claim

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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_PIDEF2DETAIL_tkDEF2CONAME } = "" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2TITLE } { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME
} { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME }" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2CONAME }"
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2ADDRESS }

Dear { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2TITLE } { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME
}" "Sir or Madam"}

Our Client: { MERGEFIELD LINKNAME_FORENAME_1 } {
MERGEFIELD LINKNAME_SURNAME_1 }
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE \@ "d" *Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE \@ "MMMM
yyyy" }
Accident Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }

We are instructed by our above named client to claim damages in connection with personal injuries and other losses caused as a result of your { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } <> "" "employee's " "" } negligence{ ASK AskStatutory "Is there a breach of Statutory duty?" \d "Y/N - delete as appropriate" }{ IF AskStatutory = "Y" "and/or breach of statutory duty" "" }.

Please confirm the name, address, and telephone number of your insurers. If possible please let us have your insurance policy number. Please note that your insurers will need to see this letter as soon as possible and it may affect your insurance cover and/or the conduct of any legal proceedings if you do not send this letter to them.

The accident circumstances are:

*
*
*

The reason why we are alleging fault is:

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

{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "1 Rear End Shunt" "You/your driver failed to observe or heed the presence of our client's vehicle;

You/your driver failed to brake at a safe stopping speed;

You/your driver failed to keep any or any proper look out;

You/your driver failed adequately or at all in time or at all to see, heed or act upon the presence or position of our client's vehicle;

You/your driver failed to brake at a safe stopping distance behind our client's vehicle;

You/your driver failed to exercise due care and attention;

You/your driver failed to drive your vehicle in a safe manner;

You/your driver failed to stop, to slow down, to swerve or otherwise so to manage or control your vehicle as to avoid the aforesaid collision." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "2 Speeding/Hit and Run" "You drove too fast in all of the circumstances;

You negligently and dangerously exceeded the speed limit along the carriageway;

You failed to apply your brakes in time or at all;" "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "3 Pedestrian/Cyclist" "You/your driver failed to observe or heed the presence of our client;

You/your driver failed to keep any or any proper look out;

You/your driver failed to stop, to slow down, to swerve or otherwise so to manage or control your vehicle as to avoid the aforesaid collision;" "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "4 Drunk Driver " "You/your driver drove a vehicle illegally whilst under the influence of alcohol;

You/your driver failed to stop your vehicle at the request of the police." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "5 Failure to Give Way" "You/your driver performed a dangerous manoeuvre;

You/your driver failed to exercise due care and attention;

You/your driver failed to drive your vehicle in a safe manner;

You/your driver failed to give way to an oncoming vehicle;

You/your driver failed to give way to our client who had right of way." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "6 Potholes" "You were negligent and or in breach of your statutory duty to maintain the * highway in a reasonably safe condition; the facts of the accident are evidence of negligence." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "7 Learner Driver " "You failed to exercise proper supervision over the learner driver;

You were not a registered driving instructor;

You failed to observe or heed the presence of our client or to instruct the learner driver to observe or heed the presence of our client;

You failed to brake at a safe stopping speed or to instruct the learner driver to brake at a safe stopping speed;

You failed to keep any or any proper look out whilst teaching a learner driver;

You failed to instruct the learner driver to keep any or any proper look out;

You failed adequately or at all in time or at all to see, heed or act upon the presence or position of our client or to instruct the learner driver to see, heed or act upon the presence or position of our client;

You failed to apply the brakes in time or at all or to instruct the learner driver to apply the brakes in time or at all;

You failed to stop, to slow down, to swerve or otherwise so to manage or control your vehicle as to avoid the aforesaid collision or to instruct the learner driver to stop, to slow down, to swerve or otherwise so to manage or control your vehicle as to avoid the aforesaid collision;

You failed to exercise due care and attention or to instruct the learner driver to exercise due care and attention." "" }{ IF { MERGEFIELD TK_ACCDETS_TKRTA_TYPE } = "8 Bus" "Your driver changed lanes from the bus lane onto the middle lane of the carriageway;
Your driver failed to keep any or any or any proper lookout;

Your driver drove too fast in all the circumstances;

Your driver failed to give any or any sufficient warning of his/her approach;

Your driver failed to wait until the bus lane and/or carriageway on * was clear of obstruction and duly proceeding along the bus lane and/or carriageway when it was clear and safe to do so;

Your driver failed to see the Claimant's vehicle in time or at all;

Your driver collided with the Claimant's vehicle;

Your driver failed to steer or control the bus or to apply his/her brakes adequately or at all so as to avoid colliding with the Claimant's vehicle;

Your driver failed to take any or any adequate care for the safety of the Claimant;

in acting or omitting to act as described above, your driver failed to take all precautions to ensure the safety of the Claimant on the vehicle contrary to Regulation 5 of the Regulations;

Your driver failed to so manage or control his/her vehicle so that his/her passengers were safe therein

Your driver exposed the Claimant to a danger and/or foreseeable risk of injury." "" }

Our client has suffered the following injuries:

{ MERGEFIELD TK_PIINJMEDDETS_TK_INJURIES } { IF { MERGEFIELD TK_PIINJMEDDETS_tkATTENDHOSP } = "Yes" }

and received treatment at { MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_name }." ". }

This information is intended only to identify the main points of the incident and injuries sustained, and should not be considered as exhaustive.

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } <> "Employers Liability" "As a result of the accident our client has had time off work. The dates of absence are as follows:

From

To

Our client's approximate weekly earnings are £{ MERGEFIELD TK_PISPECDAM_tkWEEKLYSALRY }.

As you are our client's employer, please provide us with the following information, together with relevant documentation where appropriate:

1. The dates of our client's absence from work.
2. Details of our client's gross and net earnings for a period of 13 weeks prior to the accident.
3. Details of our client's gross and net earnings and for the whole period of absence from work."

Our client's financial losses are:

{ IF { MERGEFIELD TK_PISPECDAM_tkTRAVEXP }= "" " "
"Travel Expenses
" } { IF { MERGEFIELD TK_PISPECDAM_tkTELCOSTS }= "" ""
"Telephone Costs
" } { IF { MERGEFIELD "TK_PISPECDAM_tkPOLEXCESS" }= ""
"" "Policy Excess
" } { IF { MERGEFIELD "TK_PISPECDAM_tkCARHIRE" }= "" ""
"Car Hire
" } { IF { MERGEFIELD "TK_PISPECDAM_tkCARREPAIR" }= "" ""
"Car Repair
" } { IF { MERGEFIELD "TK_PISPECDAM_tkCARSTORRECOV"
}= "" "" "Car Storage
" } { IF { MERGEFIELD "TK_PISPECDAM_tkOTHERLOSS1" }= ""
"" { MERGEFIELD TK_PISPECDAM_TKOTHLOSS1_DES }
" } { IF { MERGEFIELD "TK_PISPECDAM_tkOTHERLOSS2" }= ""
"" { MERGEFIELD TK_PISPECDAM_TKOTHLOSS2_DES }
" } { IF { MERGEFIELD "TK_PISPECDAM_tkOTHERLOSS3" }= ""
"" { MERGEFIELD TK_PISPECDAM_TKOTHLOSS3_DES }

{ IF { MERGEFIELD TK_PISPECDAM_tkTRAVEXP }= "" " " £{
MERGEFIELD TK_PISPECDAM_tkTRAVEXP }
" } { IF { MERGEFIELD TK_PISPECDAM_tkTELCOSTS }= "" "" £{
MERGEFIELD TK_PISPECDAM_tkTELCOSTS }
" } { IF { MERGEFIELD "TK_PISPECDAM_tkPOLEXCESS" }= "" "" £{
MERGEFIELD "TK_PISPECDAM_tkPOLEXCESS" }

```

" }{ IF { MERGEFIELD "TK_PISPECDAM_tkOTHERLOSS4" }= "" " }{ IF { MERGEFIELD
"" "{ MERGEFIELD TK_PISPECDAM_TKOTHLOSS4_DES }" } "TK_PISPECDAM_tkCA
RHIRE" }= "" "" "£{
MERGEFIELD
"TK_PISPECDAM_tkCA
RHIRE" }
" }{ IF { MERGEFIELD
"TK_PISPECDAM_tkCA
RREPAIR" }= "" "" "£{
MERGEFIELD
"TK_PISPECDAM_tkCA
RREPAIR" }
" }{ IF { MERGEFIELD
"TK_PISPECDAM_tkCA
RSTORRECOV" }= "" ""
"£{ MERGEFIELD
"TK_PISPECDAM_tkCA
RSTORRECOV" }
" }{ IF { MERGEFIELD
"TK_PISPECDAM_tkOT
HERLOSS1" }= "" "" "£{
MERGEFIELD
"TK_PISPECDAM_tkOT
HERLOSS1" }
" }{ IF { MERGEFIELD
"TK_PISPECDAM_tkOT
HERLOSS2" }= "" "" "£{
MERGEFIELD
"TK_PISPECDAM_tkOT
HERLOSS2" }
" }{ IF { MERGEFIELD
"TK_PISPECDAM_tkOT
HERLOSS3" }= "" "" "£{
MERGEFIELD
"TK_PISPECDAM_tkOT
HERLOSS3" }
" }{ IF { MERGEFIELD
"TK_PISPECDAM_tkOT
HERLOSS4" }= "" "" "£{
MERGEFIELD
"TK_PISPECDAM_tkOT
HERLOSS4" }" }

```

EDIT TABLE ABOVE AS APPROPRIATE

At this stage of our enquiries we believe that only the documents set out in the Standard Disclosure List are relevant to this action. { ASK AskProtocol * Upper "Are there specific protocol documents to be inserted? Y/N" \d "Y/N - delete as appropriate" }{ IF AskProtocol = "Y" "We attach our request for documents pursuant to the Personal Injury pre-action Protocol with this letter." "" }{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } <> "" "

We have also sent a letter of claim to { IF { MERGEFIELD

TK_PIDEF1DETAIL_tkDEF1CONAME } = "Yes" " whose insurers are, we understand:

```
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }  
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }" " for whom we do not  
currently have insurance details." }" "{ IF { MERGEFIELD  
TK_PIDEF1DETAIL_tkDEF1SURNAME } <> "" "
```

We have also sent a letter of claim to { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1TITLE } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }{ IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1INSURED } = "Yes" " whose insurers are, we understand:

```
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_name }  
{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1INSURER_address }" " for whom we do not  
currently have insurance details." }" " "" } { IF { MERGEFIELD  
TK_PICLIENINFO_tkTYPEFUNDING } = "CFA" "
```

Finally, we can confirm that we have entered into a conditional fee agreement with our client backed by an insurance certificate for legal costs and expenses. { IF { MERGEFIELD TK_PICLIINSDETS_TK_BTEATEINS } = "ATE" " Please be advised that our client has the benefit of ATE insurance with { MERGEFIELD "TK_PICLIINSDETS_tkLEXPINSURE_name" } which was inceptioned on { ASK Inception "Enter Insurance Inception Date:" }{ref Inception}. This policy of insurance relates to the above { ASK Identify "Identify the claims to which the policy relates including any Part 20 claims:" }{ref Identify} and provides for cover up to { ASK Cover "State the level of insurance cover:" \d "£" }{ref Cover}. The insurance premium is staged and increases on the issuing of proceedings." "" }" "" }

A copy of this letter is attached for you to send to your insurers.

We expect an acknowledgement of this letter within 21 days by you or your insurers.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Encs

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{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "RTA" "
```

RTA CASES - REQUESTED DISCLOSURE

SECTION A

In all cases where liability is at issue –

- (i) Documents identifying nature, extent and location of damage to defendant's vehicle where there is any dispute about point of impact.
- (ii) MOT certificate where relevant.
- (iii) Maintenance records where vehicle defect is alleged or it is alleged by defendant that there was an unforeseen defect which caused or contributed to the accident.

SECTION B

Accident involving commercial vehicle as potential defendant –

- (i) Tachograph charts or entry from individual control book.
- (ii) Maintenance and repair records required for operators' licence where vehicle defect is alleged or it is alleged by defendants that there was an unforeseen defect which caused or contributed to the accident.

SECTION C

Cases against local authorities where highway design defect is alleged.

- (i) Documents produced to comply with Section 39 of the Road Traffic Act 1988 in respect of the duty designed to promote road safety to include studies into road accidents in the relevant area and documents relating to measures recommended to prevent accidents in the relevant area.

" "" }

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "Trip/slip" }

HIGHWAY TRIPPING CLAIMS - REQUESTED DISCLOSURE

Documents from Highway Authority for a period of 12 months prior to the accident –

- (i) Records of inspection for the relevant stretch of highway.
- (ii) Maintenance records including records of independent contractors working in relevant area.
- (iii) Records of the minutes of Highway Authority meetings where maintenance or repair policy has been discussed or decided.
- (iv) Records of complaints about the state of highways.
- (v) Records of other accidents which have occurred on the relevant stretch of highway.

" "" }

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "Occupiers Liability" "

OCCUPIERS LIABILITY – REQUESTED DISCLOSURE

- (i) Accident book entry for our client and any other relevant entries of a similar nature 12 months prior to the accident;
 - (ii) Any closed circuit television footage;
 - (iii) First aider report;
 - (iv) Safety representative's accident report;
 - (v) Documents listed above relative to any previous accident/matter identified by the claimant and relied upon as proof of negligence;
 - (vi) Maintenance, inspection and cleaning records/rotas for the area in question for 12 months prior to the accident;
 - (vii) Any relevant risk assessments in relation to the area in question;
 - (viii) Any training records for those employed at the time and the claimants accident
- " "" }
- { IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } = "Employers Liability" "

WORKPLACE CLAIMS - REQUESTED DISCLOSURE

Accident book entry.
First aider report.
Surgery record.
Foreman/supervisor accident report.
Safety representatives accident report.
RIDDOR report to HSE.
Other communications between defendants and HSE.
Minutes of Health and Safety Committee meeting(s) where accident/matter considered.
Report to DSS.
Documents listed above relative to any previous accident/matter identified by the claimant and relied upon as proof of negligence.
Earnings information where defendant is employer.

Documents produced to comply with requirements of the Management of Health and Safety at Work Regulations 1992 –

12. Pre-accident Risk Assessment required by Regulation 3.
13. Post-accident Re-Assessment required by Regulation 3.
14. Accident Investigation Report prepared in implementing the requirements of Regulations 4, 6 and 9.
15. Health Surveillance Records in appropriate cases required by Regulation 5.
16. Information provided to employees under Regulation 8.
17. Documents relating to the employees health and safety training required by Regulation 11.

SECTION A – WORKPLACE (HEALTH SAFETY AND WELFARE) REGULATIONS 1992

- (i) Repair and maintenance records required by Regulation 5.
- (ii) Housekeeping records to comply with the requirements of Regulation 9.
- (iii) Hazard warning signs or notices to comply with Regulation 17 (Traffic Routes).

SECTION B – PROVISION AND USE OF WORK EQUIPMENT REGULATIONS 1992

- (i) Manufacturers' specifications and instructions in respect of relevant work equipment establishing its suitability to comply with Regulation 5.
- (ii) Maintenance log/maintenance records required to comply with Regulation 6.
- (iii) Documents providing information and instructions to employees to comply with Regulation 8.
- (iv) Documents provided to the employee in respect of training for use to comply with Regulation 9.
- (v) Any notice, sign or document relied upon as a defence to alleged breaches of Regulations 14 to 18 dealing with controls and control systems.
- (vi) Instruction/training documents issued to comply with the requirements of Regulation 22 insofar as it deals with maintenance operations where the machinery is not shut down.
- (vii) Copies of markings required to comply with Regulation 23.

(viii) Copies of warnings required to comply with Regulation 24.

SECTION C – PERSONAL PROTECTIVE EQUIPMENT AT WORK REGULATIONS 1992

- (i) Documents relating to the assessment of the Personal Protective Equipment to comply with Regulation 6.
- (ii) Documents relating to the maintenance and replacement of Personal Protective Equipment to comply with Regulation 7.
- (iii) Record of maintenance procedures for Personal Protective Equipment to comply with Regulation 7.
- (iv) Records of tests and examinations of Personal Protective Equipment to comply with Regulation 7.
- (v) Documents providing information, instruction and training in relation to the Personal Protective Equipment to comply with Regulation 9.
- (vi) Instructions for use of Personal Protective Equipment to include the manufacturers' instructions to comply with Regulation 10.

SECTION D – MANUAL HANDLING OPERATIONS REGULATIONS 1992

- (i) Manual Handling Risk Assessment carried out to comply with the requirements of Regulation 4(1)(b)(i).
- (ii) Re-assessment carried out post-accident to comply with requirements of Regulation 4(1)(b)(i).
- (iii) Documents showing the information provided to the employee to give general indications related to the load and precise indications on the weight of the load and the heaviest side of the load if the centre of gravity was not positioned centrally to comply with Regulation 4(1)(b)(iii).
- (iv) Documents relating to training in respect of manual handling operations and training records.

SECTION E – HEALTH AND SAFETY (DISPLAY SCREEN EQUIPMENT) REGULATIONS 1992

- (i) Analysis of work stations to assess and reduce risks carried out to comply with the requirements of Regulation 2.
- (ii) Re-assessment of analysis of work stations to assess and reduce risks following development of symptoms by the claimant.
- (iii) Documents detailing the provision of training including training records to comply with the requirements of Regulation 6.
- (iv) Documents providing information to employees to comply with the requirements of Regulation 7.

SECTION F – CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH REGULATIONS 1988

- (i) Risk assessment carried out to comply with the requirements of Regulation 6.
- (ii) Reviewed risk assessment carried out to comply with the requirements of Regulation 6.
- (iii) Copy labels from containers used for storage handling and disposal of carcinogenics to comply with the requirements of Regulation 7(2A)(h).
- (iv) Warning signs identifying designation of areas and installations which may be contaminated by carcinogenics to comply with the requirements of Regulation 7(2A)(h).
- (v) Documents relating to the assessment of the Personal Protective Equipment to comply with Regulation 7(3A).
- (vi) Documents relating to the maintenance and replacement of Personal Protective Equipment to comply with Regulation 7(3A).
- (vii) Record of maintenance procedures for Personal Protective Equipment to comply with Regulation 7(3A).
- (viii) Records of tests and examinations of Personal Protective Equipment to comply with Regulation 7(3A).
- (ix) Documents providing information, instruction and training in relation to the Personal Protective Equipment to comply with Regulation 7(3A).
- (x) Instructions for use of Personal Protective Equipment to include the manufacturers' instructions to comply with Regulation 7(3A).
- (xi) Air monitoring records for substances assigned a maximum exposure limit or occupational exposure standard to comply with the requirements of Regulation 7.
- (xii) Maintenance examination and test of control measures records to comply with Regulation 9.
- (xiii) Monitoring records to comply with the requirements of Regulation 10.
- (xiv) Health surveillance records to comply with the requirements of Regulation 11.
- (xv) Documents detailing information, instruction and training including training records for employees to comply with the requirements of Regulation 12.
- (xvi) Labels and Health and Safety data sheets supplied to the employers to comply with the CHIP Regulations.

SECTION G – CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 1994

- (i) Notification of a project form (HSE F10) to comply with the requirements of Regulation 7.
- (ii) Health and Safety Plan to comply with requirements of Regulation 15.
- (iii) Health and Safety file to comply with the requirements of Regulations 12 and 14.
- (iv) Information and training records provided to comply with the requirements of Regulation 17.
- (v) Records of advice from and views of persons at work to comply with the requirements of Regulation 18.

SECTION H – PRESSURE SYSTEMS AND TRANSPORTABLE GAS CONTAINERS REGULATIONS 1989

- (i) Information and specimen markings provided to comply with the requirements of Regulation 5.
- (ii) Written statements specifying the safe operating limits of a system to comply with the requirements of Regulation 7.

- (iii) Copy of the written scheme of examination required to comply with the requirements of Regulation 8.
- (iv) Examination records required to comply with the requirements of Regulation 9.
- (v) Instructions provided for the use of operator to comply with Regulation 11.
- (vi) Records kept to comply with the requirements of Regulation 13.
- (vii) Records kept to comply with the requirements of Regulation 22.

SECTION I – LIFTING PLANT AND EQUIPMENT (RECORDS OF TEST AND EXAMINATION ETC.) REGULATIONS 1992

- (i) Record kept to comply with the requirements of Regulation 6.

SECTION J – THE NOISE AT WORK REGULATIONS 1989

- (i) Any risk assessment records required to comply with the requirements of Regulations 4 and 5.
- (ii) Manufacturers' literature in respect of all ear protection made available to claimant to comply with the requirements of Regulation 8.
- (iii) All documents provided to the employee for the provision of information to comply with Regulation 11.

SECTION K – CONSTRUCTION (HEAD PROTECTION) REGULATIONS 1989

- (i) Pre-accident assessment of head protection required to comply with Regulation 3(4).
- (ii) Post-accident re-assessment required to comply with Regulation 3(5).

SECTION L – THE CONSTRUCTION (GENERAL PROVISIONS) REGULATIONS 1961

- (i) Report prepared following inspections and examinations of excavations etc. to comply with the requirements of Regulation 9.
- (ii) Report prepared following inspections and examinations of work in cofferdams and caissons to comply with the requirements of Regulations 17 and 18.

N.B. Further Standard Discovery lists will be required prior to full implementation." "" }

Def 2 Serving Proceedings

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TK_PIDEF2DETAIL_tkDEF2TITLE } { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME
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TK_PIDEF2DETAIL_tkDEF2CONAME }"
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2ADDRESS }

Dear { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{ MERGEFIELD
TK_PIDEF2DETAIL_tkDEF2TITLE } { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME
}" "Sir or Madam"

Our Client: { MERGEFIELD LINKNAME_FORENAME_1 } {
MERGEFIELD LINKNAME_SURNAME_1 }
Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE \@ "d" *Ordinal } {
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yyyy" }
Accident Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }

We have been in correspondence with the relevant insurers, { MERGEFIELD
"TK_PIDEF2DETAIL_tkDEF2INSURER_name" } of:
{ MERGEFIELD "TK_PIDEF2DETAIL_tkDEF2INSURER_address" } (under reference {
MERGEFIELD "TK_PIDEF2DETAIL_tkDEF2IINSREF" }), to whom you may care to refer these
papers straight away.

We would be grateful if your insurers or their solicitors would acknowledge safe receipt.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME *UPPER }

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Def 2 Sol Ack Defence

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{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
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We thank you for your letter of * .

We will deal with the matters arising in turn.

1. Your interest

We confirm that we have noted your interest on behalf of the Defendant in this matter.

2. The Defence

We acknowledge safe receipt of the Defence.

3. Judgment

On the basis that it will be contended that your client has no real prospect of successfully defending liability, our client is making application for summary judgment, on liability, and a copy of the application notice and details of any written evidence to be relied on will follow. Consequential case management directions will be sought.

4. Admissions made under the protocol

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[We are concerned that by the Defence, the Defendant seeks to resile from admissions made under the pre-action protocol. In the circumstances our client reserves the right to apply to the court for an order striking out those parts of the Defence which conflict with admissions made previously and/or for judgment on relevant issues. Before making such an application however we should like you to have the opportunity of explaining precisely why there is a change in stance and to deal, albeit retrospectively, with matters that should have been dealt with under the protocol had the stance the Defendant now seeks to take been adopted then. This will help us assess the extent to which our client is prejudiced and hence the approach to take to the Defence as it now stands. Accordingly, would you please:

- (1) explain precisely why the Defendant seeks to resile from the admissions made previously;
- (2) advise when and in what circumstances the decision to resile was made;
- (3) produce, insofar as this is disclosable under the protocol, any further evidence taken account of in the decision to resile;
- (4) produce forthwith all documents which would have been disclosable under the protocol if the Defendant had then adopted the stance which the Defence seeks to take; and
- (5) either confirm that there are no documents the Defendant did have but no longer has, which would have been disclosable under the protocol or identify such documents with details of when, and in what circumstances, the Defendant parted with those documents and what, to the best of the Defendant's knowledge, has now become of those documents.

Please would you respond to these questions as soon as possible given that, if the stance the Defendant now seeks to take had been adopted all along, much of this information should have been provided already. We can assess the question of prejudice and hence the need for an application which, in the absence of an appropriate response, is likely to seek an order striking out those parts of the Defence inconsistent with the earlier admission.]

5. The protocol

We consider the Defendant has not complied with the protocol by [*details*].

The failure to comply with the protocol does of course prejudice the Claimant who has not known the full nature of the Defendant's case, despite the Claimant's case having been set out in detail in the letter of claim. This may have a bearing on the directions that are appropriate and of course in relation to costs.

Please let us know if you contend that the Defendant has complied with the protocol, giving reasons, or let us have any explanation there may be for the failure to deal with matters at the appropriate stage in accordance with the protocol.]

[6. Requirements of the Civil Procedure Rules 1998

We consider that the Defence fails to comply with rule 16.5 of the Civil Procedure Rules 1998 or paragraph 12 of the Practice Direction to Part 16. In particular:

- (1) the Defence fails to state full and adequate reasons for the denials which have been made;
- (2) the Defence fails to identify which aspects of the medical evidence relied on by the Claimant are agreed and which are not agreed;
- (3) the Defence fails to give reasons for matters in the medical evidence relied on by the Claimant which are not agreed;
- (4) the Defence fails to identify which aspects of the Claimant's claim for expenses and losses are admitted and which are not admitted;
- (5) the Defence fails to deal properly with those items of expenses and losses that are not admitted or to attach a counter-schedule.

Please rectify these matters as soon as possible.]

7. Statement of truth

We note that the Defence does not contain an appropriate statement of truth. Please remedy this promptly, failing which we reserve the right to ask the court to strike out the Defence.

8. Defendant's request for further information

Either

[We acknowledge safe receipt of the request for further information sought from the Claimant. The information you are entitled to will be given without the need for you to obtain a court order.]

Or

[We acknowledge safe receipt of the request for further information sought from the Claimant.

The information sought is not, in our view, confined to matters which are reasonably necessary for the Defendant's case to be prepared or for the Defendant to understand the case which has to be met. Accordingly, we do not think that this information is required as a preliminary to disclosure and exchange of evidence.

If after disclosure and exchange of evidence you consider that any matters remain outstanding, you will remain able to renew your request for any such information, although we think it unlikely this will be required.

Accordingly our client objects to complying with the request at this stage as it is considered disproportionate given that, for the reasons already outlined, any information provided now is likely to be duplicated and rendered unnecessary as further stages of the case are dealt with.]

9. Claimant's request for further information

We enclose by way of service a request for further information from the Defendant. We serve this request as we do not consider that the Defence complies with the requirements of rule 16.5

of the Civil Procedure Rules 1998 and we wish to be made aware of the nature of the Defendant's case now.

If you do not provide further information and/or particulars and/or relevant documents and/or factual evidence, we will assume that you intend to raise only those affirmative allegations which you have already pleaded.

10. Liability as a preliminary issue

We suggest that there be a split trial with liability to be tried as a preliminary issue. Please let us know if you disagree, giving your reasons.

11. Allocation and case management

We are now moving on to prepare for allocation and case management.

We look forward to hearing from you

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Def 2 Sol Confirm Address for

Service

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client_no }/{ MERGEFIELD matter_no }

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Dear Sirs

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Yours faithfully

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Def 2 Sol Enc Allocation

Questionnaire

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Dear Sirs

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We enclose, for your information, a copy of the allocation questionnaire, duly completed, as filed
at court.

[We also enclose documentation filed at court with the allocation questionnaire.]

[We shall be grateful if you could let us have a copy of the Defendant's allocation questionnaire,
and any accompanying documentation you ask the court to consider on allocation.]

Yours faithfully

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Def 2 Sol Enc Consent Order

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Dear Sirs

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We enclose Consent Order in respect of the above matter, and would be obliged if you would
sign the same and return it to us as soon as possible.

We also enclose our without prejudice Schedule of Costs and look forward to receiving your
proposals in respect of our costs shortly.

Yours faithfully

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Dear Sirs

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We have generally reviewed this matter in readiness for the hearing and write to deal with matters arising.

- (1) We have prepared a bundle of documents and enclose a copy of the draft index herewith for your information. Please confirm that the bundle is agreed or let us know if there are any further documents you wish to be included, identifying any such documents fully. We should like to be ready to file the bundle by * and so look forward to hearing from you prior to then.
- (2) We consider that a time estimate of * remains appropriate but shall be grateful for your time estimate if you disagree.
- (3) Please note that if a settlement has not been achieved by 4 pm on * we reserve the right to deliver a brief without further notice. This will, obviously, increase the costs.

We look forward to hearing from you.

Yours faithfully

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Def 2 Sol Enc Listing

Questionnaire

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Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose the listing questionnaire as filed at court, for your information.

We also enclose documentation filed at court along with the listing questionnaire.

We shall be grateful if you could let us have a copy of the Defendant's listing questionnaire, and
any accompanying documentation or letters you ask the court to consider on listing.

We are happy to liaise with you concerning any further case management although this will of
course need to be in the immediate future before the court reviews the questionnaires.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 2 Sol Enc Sch Costs

{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 TK_PIDEF2DETAIL_tkDEF2SOLREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME } {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME }" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We settled this case on the basis that you would be responsible for our reasonable costs, to be
taxed by the County Court if agreement cannot be negotiated.

We have charged our costs on the normal basis, by that we mean one tenth of the hourly rate
for letters out, one tenth for telephone calls, long letters one fifth.

We enclose for possible agreement a Schedule setting out full details of our costs.

We look forward to receiving your cheques in settlement of our client's claim and their costs,
within 21 days.

Please note that we reserve our rights to tax our file if our fees cannot be agreed.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 2 Sol Enc Trial Bundle

{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 TK_PIDEF2DETAIL_tkDEF2SOLREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME } {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME }" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose for your information a copy of the Trial Bundle in respect of the forthcoming hearing.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 2 Sol List of Documents

{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 TK_PIDEF2DETAIL_tkDEF2SOLREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME } { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME }" "{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME }" }

Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } { MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

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.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 2 Sol Notice of Application

{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 TK_PIDEF2DETAIL_tkDEF2SOLREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME } {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME }" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose by way of service notice of application, for * .

You will note that the written evidence in support of the application is set out on the application
notice itself.

Kindly acknowledge safe receipt and let us know your intentions concerning all aspects of the
application as soon as possible.

You will note the time estimate we have given to the court. Please let us know if you have any
significant disagreement with that estimate.

Please let us have any details of any written evidence on which you intend to rely at the hearing.

We await hearing from you

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Def 2 Sol Statement of Costs

{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 TK_PIDEF2DETAIL_tkDEF2SOLREF }

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

{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_name }
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SOL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

Your Client: { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME } {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME }" "{
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME }"
}

Accident { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
Date: MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }

We enclose by way of service our statement of costs in readiness for the hearing of *

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Draft Directions on Allocation

IN THE { MERGEFIELD TK PICOURTDETS tkCIVILCRT name *UPPER }

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

CLAIMANT'S PROPOSED DIRECTIONS

PROPOSED DIRECTIONS UPON ALLOCATION

1. This action be allocated to the Fast Track;
2. The claimant be given judgment with damages to be assessed;
3. Each party give standard disclosure of documents to every other party by list by no later than 4.00pm on * ;
4. Requests for inspection be made by no later than 4.00pm on * ;
5. Witness statements be exchanged simultaneously by no later than 4.00pm on * ;
6. The medical evidence of { IF { MERGEFIELD
TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 1" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT1_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT1_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT1_surname" }" "" } { IF { MERGEFIELD
TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 2" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }" "" } { IF { MERGEFIELD
TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 3" "{ MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }" "" } be adduced in evidence
without the need for the expert to be called to give oral evidence;
7. The trial window be fixed for a period of 3 months from * and with a trial estimate of 3 hours;
8. Costs in the Case.

Dated this { SET LtrDate { DATE \@ "d MMMM yyyy" * MERGEFORMAT }} { LtrDate \@ "d
MMMM yyyy" }

```
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }
{ MERGEFIELD PRACTICEINFO_HOUSE }{ IF { MERGEFIELD PRACTICEINFO_AREA
}= "" "
{ MERGEFIELD PRACTICEINFO_POSTAL_TOWN }
{ MERGEFIELD PRACTICEINFO_POSTCODE }" "
{ MERGEFIELD PRACTICEINFO_AREA }
{ MERGEFIELD PRACTICEINFO_POSTAL_TOWN }
{ MERGEFIELD PRACTICEINFO_POSTCODE }" }
```

Our Ref: { MERGEFIELD client_no }/{ MERGEFIELD matter_no }

Draft Directions

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name *UPPER }

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

CLAIMANT'S PROPOSED DIRECTIONS

PROPOSED DIRECTIONS

Dated this { SET LtrDate { DATE \@ "d MMMM yyyy" * MERGEFORMAT }}{ LtrDate \@ "d
MMMM yyyy" }

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }
{ MERGEFIELD PRACTICEINFO_HOUSE }{ IF { MERGEFIELD PRACTICEINFO_AREA
}= "" "
{ MERGEFIELD PRACTICEINFO_POSTAL_TOWN }
{ MERGEFIELD PRACTICEINFO_POSTCODE }" "
{ MERGEFIELD PRACTICEINFO_AREA }
{ MERGEFIELD PRACTICEINFO_POSTAL_TOWN }
{ MERGEFIELD PRACTICEINFO_POSTCODE }" }

Our Ref: { MERGEFIELD client_no }/{ MERGEFIELD matter_no }

DVLA Information Request

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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 }

DVLA
Swansea
SA99 1AJ

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Defendant's Vehicle: { MERGEFIELD TK_PIVEHDETS_TK_DEF1MAKEMOD
}; { MERGEFIELD
"TK_PIVEHDETS_tkDEF1VEHREGNO" }
Third Party's Vehicle: { MERGEFIELD
TK_PIVEHDETS_tkTP1VEHMAKEMOD }; {
MERGEFIELD "TK_PIVEHDETS_tkTP1VEHREGNO" }

It is alleged that the above vehicle(s) was/were involved in an accident. Please kindly advise us of the name and address of the registered keeper on the above date.

We attach our cheque for the fee payable in the sum of £ * .

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*upper }

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

Emp Letter Wages Loss

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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 }

{ MERGEFIELD TK_PISPECDAM_tkEMPLOYERNAME }
{ MERGEFIELD TK_PISPECDAM_tkEMPADDRESS }

Dear Sirs

Accident Date : { MERGEFIELD TK_ACCDETS_tkACCDATE }
Our Client : { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Date of Birth : { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }
NI No. : { MERGEFIELD TK_PICLIENTINFO_tkNINUMBER }

We act on behalf of our above-named client and your above-named employee in connection with a claim for personal injury. We are informed that as a result of injuries sustained our client was away from work and lost earnings.

To enable us to calculate our Client's wage losses arising out of the accident we should be grateful to receive the following information:

1. Details of the exact dates of our Client's absence from work.
2. Details of our Client's net earnings for the 3 months prior to the accident.
3. Details of our Client's gross earnings for the 3 months prior to the accident.
4. Details of our Client's net and gross earnings since returning to work.
5. If any monies paid are repayable to you in the event of a successful damage claim, please provide a calculation as to the amount due to you and let us have a copy of the relevant section of our client's contract of employment.
6. Any other employment losses (for example lost bonus or promotion) arising from the accident.

{ IF { MERGEFIELD TK_ACCDETS_tkACCTYPE } <> "Employers Liability" "

We confirm that our Client's claim does not involve yourselves.

We greatly appreciate your assistance in this matter for which we thank you in anticipation and look forward to hearing from you." "

We greatly appreciate your assistance in this matter for which we thank you in anticipation and look forward to hearing from you."}

Yours faithfully

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

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*upper }

Estimate Of Costs

OUR REF: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{
MERGEFIELD matter_no }

YOUR REF: { MERGEFIELD TK_PICOURTDETS_tkCOUNSELREF }

In the { MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }
{ MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_address }

Re: { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } {
MERGEFIELD LINKNAME_SURNAME_1 }

Claim No: { MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

ESTIMATE OF COSTS

Base costs to date

Attendance to client

Preparation and reviews

Letters out

Telephone calls

TOTAL

Disbursements:

Factory Questionnaire

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{
MERGEFIELD matter_no }

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

HIGHWAY ACCIDENT QUESTIONNAIRE

You have losses and these will need to be claimed from the negligent party. When completing this form we only need answers for those sections which apply to you, but please complete the form fully and carefully since it is designed to give the information necessary to deal with your claim and information left off will lead to delays in settlement.

ACCIDENT QUESTIONNAIRE	ANSWERS
1. NAME	
2. ADDRESS AND TELEPHONE	
3. MARITAL STATUS	
4. DATE OF BIRTH	
5. AGE	
6. NAME OF NEXT OF KIN IF UNDER 18	
7. OCCUPATION	
8. GROSS EARNINGS pw	
9. NET EARNINGS pw	
10. EMPLOYER'S NAME	
11. EMPLOYER'S ADDRESS	
12. DATE AND TIME OF ACCIDENT	
13. PLACE OF ACCIDENT (TAKE PHOTOS OF DEFECT. IF POSSIBLE THE PHOTOS SHOULD SHOW THE SIZE OF THE DEFECT HAVING A RULER IN THE PHOTO WILL HELP) (IDENTIFY EXACTLY WHERE YOU FELL, IF POSSIBLE BY REFERENCE TO A LANDMARK OR BUILDING)	
14. INJURIES RECEIVED	
15. RETURNED TO WORK	
16. NAME & ADDRESS OF GENERAL PRACTITIONER	

17.	HOSPITAL WHERE TREATED RECORD NO	
18.	LOCAL DSS OFFICE	
19.	NI NUMBER	
20.	STATUTORY SICK PAY RECEIVED	
21.	WELFARE BENEFITS RECEIVED	
22.	APPROXIMATE WAGE LOSS	
	HOW LONG OFF WORK?	
	ARE YOU BACK AT WORK?	YES / NO
	DID YOU LOSE ANY EARNINGS AS A RESULT OF THE ACCIDENT?	YES / NO
	IF SO, HOW MUCH NETT	
IF YOU HAVE RETURNED TO WORK, OR WHEN YOU DO RETURN TO WORK, PLEASE TELL US IF YOU HAVE NOT RETURNED TO YOUR NORMAL DUTIES AND OVERTIME. IF NOT YET BACK AT WORK, PLEASE ADVISE US OF THE DATE YOU RETURN		

23. OTHER LOSSES AND EXPENSES

PLEASE GIVE FULL DETAILS OF ALL LOSSES SET OUT BELOW ARE SOME EXAMPLES OF VALID ITEMS TO CLAIM

PRESCRIPTION CHARGES
FAMILY AND YOUR OWN TRAVELLING EXPENSES

24.	PREVIOUS ACCIDENTS & INJURIES	
25.	NAMES AND ADDRESS OF WITNESSES	
26.	NAME AND ADDRESS OF PERSON OR BODY RESPONSIBLE. (WAS IT THE COUNCIL OR A CONTRACTOR)	

27. WAS ACCIDENT REPORTED TO THE COUNCIL (IF SO PLEASE PROVIDE THEREF. AND DATE)	
28. WAS THE DEFECT REPORTED TO THE COUNCIL BEFORE YOUR ACCIDENT (IF SO PLEASE PROVIDE THE REF. AND DATE AND THE NAME\ADDRESS OF PERSON MAKING THE REPORT)	
29. HAS THE DEFECT BEEN REPAIRED (IF SO PLEASE IDENTIFY THE REPAIRER AND DATE OF REPAIR)	
30. WHAT TYPE OF SHOES WERE YOU WEARING	
31. DO YOU WALK WITH THE AID OF A STICK OR ARE YOU DISABLED IN ANY WAY WHICH AFFECTS YOUR ABILITY TO WALK	
32. DESCRIPTION OF HOW ACCIDENT OCCURRED AND SKETCH PLAN SHOWING POSITION OF VEHICLES ROAD SIGNS AND LIGHTS, WITNESSES ETC.	
33. PAVEMENT CONDITIONS	
34. VISIBILITY/WAS OBSTRUCTION WELL LIT	
35. WERE YOU RUNNING OR WALKING	
36. ARE YOU IN POSITION TO RECLAIM VAT?	

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD CLIENT_AREA }= "" "" { MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" { MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" } hereby confirm that the information given in the Accident Questionnaire is true.

Signed

Dated

INJURY QUESTIONNAIRE

Please read these notes and complete questions.

When an accident occurs you invariably suffer from reaction to the accident, whether it be of a serious nature e.g. broken limbs, cuts, bruises etc. (for which more detailed evidence by way of medical reports will be obtained in due course), OR of a less serious nature e.g. shock, shaking up, trembling, loss of sleep, anxiety, apprehension etc.

In ALL cases where you have been affected by an accident in these ways it is proper that a claim for damages should be pursued against the Insurance Company. Will you please complete the form below relating only to your injuries, to provide us with information regarding the effects the accident had upon you in order that we may consider whether a claim for compensation on your behalf is appropriate.

PLEASE TICK BELOW (where appropriate)

TREMBLING

BROKEN LIMBS

LOSS OF SLEEP

CUTS

ANXIETY

BRUISING

APPREHENSION

SHOCK

OTHER (set out below)

SHAKING UP

PLEASE STATE MORE FULLY THE EFFECTS OF THE
ACCIDENT UPON YOU

HAVE THE EFFECTS NOW SUBSIDED AND IF SO
HOW LONG DID THEY LAST?

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD
CLIENT_AREA }= "" "" "{ MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD
"CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{
MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" } hereby
confirm that the information given in the Accident Questionnaire is true.

Signed

Dated

MITIGATION OF LOSSES

It is your legal duty to keep your losses to a minimum. Therefore when you feel able to return to work you should do so obviously in this context you will need to speak to your medical advisers. The insurers will not pay for loss of wages for a period in which they feel you could reasonably have been working.

CHEQUES ACT 1992

On the 16th June 1992 the Cheques Act 1992 became law. In consequence in order for us to complete your claim we would be obliged if you would kindly sign the attached authority.

File Ref:

Date of Accident: { MERGEFIELD TK_ACCDETS_tkACCDATE }

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD CLIENT_AREA }= "" "" { MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" { MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" }

HEREBY REQUEST AND AUTHORISE the Insurance Company to draw a cheque in respect of my claim for damages arising out of the above mentioned accident in favour of my Solicitors, { MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }.

SIGNED.....

DATED.....

Form 100 Request For Lodgment

Form 100 – Request for Lodgment

Please use **BLOCK CAPITALS**

Before completing this form, please read the Notes for guidance

In the Division Of

Claim Number
<input type="text" value="{ MERGEFIELD TK_PICOURTDETS }"/>

Please ensure that you answer the relevant question(s) below otherwise this form **may be returned to you**.

Full Action Title
Claimant { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 } - V - Defendant { IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME } " { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } " }

Has a previous lodgment been made in this action?

(please tick)
Yes { FORMCHECKBOX }
No { FORMCHECKBOX }

Has a Certificate of Total Benefit been issued under Section 22 of the Social Security Act 1989?

Yes { FORMCHECKBOX }
No { FORMCHECKBOX }

If YES, a copy of the Certificate must accompany this form

Does this case involve:
a child { FORMCHECKBOX } a patient { FORMCHECKBOX } not applicable { FORMCHECKBOX }

I ask the Accountant General to receive into court for lodgment to the above account

£ which is paid in (complete relevant section below)

- Under order dated

{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }
--------------	--------------	--------------

 copy attached (see Notes for guidance)
- On behalf of
Against the claim of with the defence setting up tender.
- For the following reason

Signed _____

Dated { FORMTEXT } / { FORMTEXT }

Name & address of other side / their solicitors

Name (or name of solicitors)
Postal Address
DX Address
I am the (Solicitor for the)

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }
{ MERGEFIELD PRACTICEINFO_HOUSE } { MERGEFIELD PRACTICEINFO_POSTAL_TOWN } { MERGEFIELD PRACTICEINFO_COUNTY }
{ MERGEFIELD PRACTICEINFO_DX_NO }
{ FORMTEXT }

{ FORMTEXT }
{ FORMTEXT }
{ FORMTEXT }
{ FORMTEXT }

Ref { MERGEFIELD client_no } / { MERGEFIELD matter_no }

Ref

All payments into court are made to: **Court Funds Office, 22 Kingsway, London, WC2B 6LE** or via DX to: **DX:149780 Kingsway 5**. Cheques must be made payable to: ACCOUNTANT GENERAL OF THE SENIOR COURTS

For CFO use

Date Stamp/Seal	CFO Account Number	Bank Date/Receipt Number														
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Lodgment
approved _____

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Form 100 – Notes for Guidance

Completing the form

- At the top of the Form 100, you must give the name of the county court in which the claim is proceeding. If the claim is in the High Court you must give the name of the District Registry and specify the Division of the High Court, i.e. Queen's Bench, Chancery, Admiralty or Family in which the claim is proceeding
- The **Full Action Title** is the name of the case as it appears on the order or order for payment into court
- The Claim Number is the reference number given by the court on the top right hand corner of the order
- You must answer each of the three questions by ticking the appropriate box and, if applicable, submit a copy of a Certificate of Total Benefit or Certificate of Deduction with your form.
- The form must specify the amount being paid into court
- If you are paying in for the benefit of more than one claimant, a Form 100 per claimant is desired
- Only complete one box marked **1**, **2**, and **3**

1

must be completed when funds are paid into court pursuant to an order. A sealed copy of the order must be provided with the form. If you are unable to obtain a sealed copy of the order, then ensure that the Form 100 is sealed by the relevant court instead

2

should only be completed if the defendant is paying money into court in support of a defence of tender. A copy of the defence and a copy of the claim form should be submitted

3

should only be completed when none of the other boxes is applicable, such as in the case of a refund of an over-payment

The form must be signed and dated by the person making the payment into court. You must also include your name and address and reference and those of the other side or their solicitor(s) if they have one.

You must serve a copy of the form on the other party as notice that funds have been paid into the Court Funds Office and file a copy of the form with the court

Where to send the payment.

The payment, completed form and other documents must be sent to the:
**Court Funds Office, 22 Kingsway, London WC2B 6LE, or by the DX system to the:
Court Funds Office, DX 149780 Kingsway 5**

DO NOT SEND OR TAKE PAYMENTS TO THE COURT UNLESS YOU ARE A LITIGANT IN PERSON WITHOUT A BANK ACCOUNT.

Cheques must be signed, dated within the last 6 months and be made payable to the:

'Accountant General Of The Senior Courts'

If you intend to lodge cash, please ensure you have a valid photo ID such as a passport or driving licence.

Checklist - have you enclosed the:

{ Cheque / Banker's Draft
FOR Completed Form(s) 100

MCH A sealed copy of the order for payment into court / claim form and copy of defence
ECKB
OX }
{
FOR
MCH
ECKB
OX }
{
FOR
MCH
ECKB
OX }

{ Have you sent a copy of the Form 100 to the other party as notice of funds available?
FOR
MCH
ECKB
OX }

Require assistance? Please call one of our Customer Services advisors: 0845 223 8500

GP Letter Req Medical Records

{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 }

{ MERGEFIELD TK_PIINJMEDDETS_tkGPNAME }
{ MERGEFIELD TK_PIINJMEDDETS_tkGPSURGERY }

Dear Sirs

Our Client: { MERGEFIELD LINKNAME_FORENAME_1 } {
MERGEFIELD LINKNAME_SURNAME_1 }
Our Client's Address: { MERGEFIELD CALCULATION_ADDRESS }
Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE }
Accident Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }

We are acting for the above named in relation to a Personal Injury compensation claim. We would be obliged if you would kindly forward our client's medical records to enable us to proceed with our case, and enclose herewith a Medical Authority release form duly signed by our client.

Please make sure any invoice for costs associated with the copying of our client's medical records contain our reference or our client's name; otherwise we will be unable to pay your invoice.

Thank you for your help.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*upper }

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

Highway Questionnaire

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{
MERGEFIELD matter_no }

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

HIGHWAY ACCIDENT QUESTIONNAIRE

You have losses and these will need to be claimed from the negligent party. When completing this form we only need answers for those sections which apply to you, but please complete the form fully and carefully since it is designed to give the information necessary to deal with your claim and information left off will lead to delays in settlement.

ACCIDENT QUESTIONNAIRE	ANSWERS
1. NAME	
2. ADDRESS AND TELEPHONE	
3. MARITAL STATUS	
4. DATE OF BIRTH	
5. AGE	
6. NAME OF NEXT OF KIN IF UNDER 18	
7. OCCUPATION	
8. GROSS EARNINGS pw	
9. NET EARNINGS pw	
10. EMPLOYER'S NAME	
11. EMPLOYER'S ADDRESS	
12. DATE AND TIME OF ACCIDENT	
13. PLACE OF ACCIDENT (TAKE PHOTOS OF DEFECT. IF POSSIBLE THE PHOTOS SHOULD SHOW THE SIZE OF THE DEFECT HAVING A RULER IN THE PHOTO WILL HELP) (IDENTIFY EXACTLY WHERE YOU FELL, IF POSSIBLE BY REFERENCE TO A LANDMARK OR BUILDING)	
14. INJURIES RECEIVED	
15. RETURNED TO WORK	
16. NAME & ADDRESS OF GENERAL PRACTITIONER	

17.	HOSPITAL WHERE TREATED RECORD NO	
18.	LOCAL DSS OFFICE	
19.	NI NUMBER	
20.	STATUTORY SICK PAY RECEIVED	
21.	WELFARE BENEFITS RECEIVED	
22.	APPROXIMATE WAGE LOSS	
	HOW LONG OFF WORK?	
	ARE YOU BACK AT WORK?	YES / NO
	DID YOU LOSE ANY EARNINGS AS A RESULT OF THE ACCIDENT?	YES / NO
	IF SO, HOW MUCH NETT	
IF YOU HAVE RETURNED TO WORK, OR WHEN YOU DO RETURN TO WORK, PLEASE TELL US IF YOU HAVE NOT RETURNED TO YOUR NORMAL DUTIES AND OVERTIME. IF NOT YET BACK AT WORK, PLEASE ADVISE US OF THE DATE YOU RETURN		

23. OTHER LOSSES AND EXPENSES

PLEASE GIVE FULL DETAILS OF ALL LOSSES SET OUT BELOW ARE SOME EXAMPLES OF VALID ITEMS TO CLAIM

PRESCRIPTION CHARGES
FAMILY AND YOUR OWN TRAVELLING EXPENSES

24.	PREVIOUS ACCIDENTS & INJURIES	
25.	NAMES AND ADDRESS OF WITNESSES	
26.	NAME AND ADDRESS OF PERSON OR BODY RESPONSIBLE. (WAS IT THE COUNCIL OR A CONTRACTOR)	

27. WAS ACCIDENT REPORTED TO THE COUNCIL (IF SO PLEASE PROVIDE THEREF. AND DATE)	
28. WAS THE DEFECT REPORTED TO THE COUNCIL BEFORE YOUR ACCIDENT (IF SO PLEASE PROVIDE THE REF. AND DATE AND THE NAME\ADDRESS OF PERSON MAKING THE REPORT)	
29. HAS THE DEFECT BEEN REPAIRED (IF SO PLEASE IDENTIFY THE REPAIRER AND DATE OF REPAIR)	
30. WHAT TYPE OF SHOES WERE YOU WEARING	
31. DO YOU WALK WITH THE AID OF A STICK OR ARE YOU DISABLED IN ANY WAY WHICH AFFECTS YOUR ABILITY TO WALK	
32. DESCRIPTION OF HOW ACCIDENT OCCURRED AND SKETCH PLAN SHOWING POSITION OF VEHICLES ROAD SIGNS AND LIGHTS, WITNESSES ETC.	
33. PAVEMENT CONDITIONS	
34. VISIBILITY/WAS OBSTRUCTION WELL LIT	
35. WERE YOU RUNNING OR WALKING	
36. ARE YOU IN POSITION TO RECLAIM VAT?	

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD CLIENT_AREA }= "" "" { MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" { MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" } hereby confirm that the information given in the Accident Questionnaire is true.

Signed

Dated

INJURY QUESTIONNAIRE

Please read these notes and complete questions.

When an accident occurs you invariably suffer from reaction to the accident, whether it be of a serious nature e.g. broken limbs, cuts, bruises etc. (for which more detailed evidence by way of medical reports will be obtained in due course), OR of a less serious nature e.g. shock, shaking up, trembling, loss of sleep, anxiety, apprehension etc.

In ALL cases where you have been affected by an accident in these ways it is proper that a claim for damages should be pursued against the Insurance Company. Will you please complete the form below relating only to your injuries, to provide us with information regarding the effects the accident had upon you in order that we may consider whether a claim for compensation on your behalf is appropriate.

PLEASE TICK BELOW (where appropriate)

TREMBLING

BROKEN LIMBS

LOSS OF SLEEP

CUTS

ANXIETY

BRUISING

APPREHENSION

SHOCK

OTHER (set out below)

SHAKING UP

PLEASE STATE MORE FULLY THE EFFECTS OF THE
ACCIDENT UPON YOU

HAVE THE EFFECTS NOW SUBSIDED AND IF SO
HOW LONG DID THEY LAST?

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD
CLIENT_AREA }= "" "" "{ MERGEFIELD CLIENT_AREA }, " }{ MERGEFIELD
"CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{
MERGEFIELD CLIENT_COUNTY }, " }{ MERGEFIELD "CLIENT_POSTCODE" } hereby
confirm that the information given in the Accident Questionnaire is true.

Signed

Dated

MITIGATION OF LOSSES

It is your legal duty to keep your losses to a minimum. Therefore when you feel able to return to work you should do so obviously in this context you will need to speak to your medical advisers. The insurers will not pay for loss of wages for a period in which they feel you could reasonably have been working.

CHEQUES ACT 1992

On the 16th June 1992 the Cheques Act 1992 became law. In consequence in order for us to complete your claim we would be obliged if you would kindly sign the attached authority.

File Ref:

Date of Accident: { MERGEFIELD TK_ACCDETS_tkACCDATE }

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD CLIENT_AREA }= "" "" { MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" { MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" }

HEREBY REQUEST AND AUTHORISE the Insurance Company to draw a cheque in respect of my claim for damages arising out of the above mentioned accident in favour of my Solicitors, { MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }.

SIGNED.....

DATED.....

Hospital Lett Req Med Records

{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 }

{ MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_name }
{ MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Date of Accident: { MERGEFIELD TK_ACCDETS_tkACCDATE }
Patient Number: { MERGEFIELD TK_PIINJMEDDETS_tkPATIENTNO }
Consultant: { MERGEFIELD TK_PIINJMEDDETS_TK_HOSPCONS }

We are acting for the above named in relation to a Personal Injury compensation claim. We understand that as a result of injuries sustained, our client was treated by a member of your staff.

We would be obliged if you would kindly forward our client's medical records to enable us to proceed with our case, and confirm that we will undertake to pay your reasonable charges in respect of the same.

We enclose herewith a Medical Authority release form duly signed by our client.

Thank you for your help.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*upper }

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

Indus Deaf Questionnaire

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{
MERGEFIELD matter_no }

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

DEAFNESS INTERVIEW QUESTIONNAIRE

Name	{ MERGEFIELD "LINKNAME_TITLE_1" } { MERGEFIELD "LINKNAME_INITIALS_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }
Address	{ MERGEFIELD "CLIENT_HOUSE" } { IF { MERGEFIELD CLIENT_AREA }= "" "" { MERGEFIELD CLIENT_AREA } " } { MERGEFIELD "CLIENT_POSTAL_TOWN" } { IF { MERGEFIELD CLIENT_COUNTY }= "" "" { MERGEFIELD CLIENT_COUNTY } " } { MERGEFIELD "CLIENT_POSTCODE" }
Date of Birth	{ MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }
Telephone	{ MERGEFIELD CALCULATION_PHONE }
Your National Insurance Number	{ MERGEFIELD TK_PICLIENTINFO_tkNINUMBER }
Marital Status	
Name Of Next Of Kin If Under 18	
Income Support?	
DSS Office	
Any other benefits?	
Name of GP	
Address	
GP Referral for hearing problems? When?	
Hospital referral for hearing problems?	
If YES, Name of Consultant (If known)	
Name and address of Hospital	
Details of Referral(s)	
Hearing tested by any of your former employers?	
If Yes, (1) Date(s) of test(s)	
(2) Results (related to NIHL?)	

Any other hearing tests?	
How easily can you hear a two-way conversation?	
Do you have to Concentrate &/or lip read?	
Can you hear:	
(1) Doorbell	
(2) Telephone	
(3) TV	
(4) Radio/Hi-fi	
(5) Traffic	

How easily can you hear when you are in a group of people?
(When subjected to background noise)

Do you suffer from the condition Tinnitus? (Ringing/Buzzing Noises)

If YES:	
(1) How often does it occur?	
(2) How long does it last?	
(3) Does it disturb your sleep?	
(4) How would you describe it MILD/MODERATE/SEVERE	

How does your hearing problem affect your daily life?

Have you ever claimed any DSS Benefits for Industrial Injury, e.g. Deafness/Asthma?

Have you previously sought legal advice about your problem?
YES/NO

If YES:

- A) On what date
- B) Name of Advisor
- C) Address

Work History since leaving school (Complete attached sheet)

I certify that the above information is true to the best of my knowledge and belief.

Signed

Dated.....

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD CLIENT_AREA }= "" "" "{ MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{ MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" } hereby confirm that the information given in the Accident Questionnaire is true.

Signed

Dated

[illegible]

LEI Acknowledging Papers

{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 TK_PICLIINSDETS_tkLEXPINSREF }

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

{ MERGEFIELD TK_PICLIINSDETS_tkLEXPINSURE_name }
{ MERGEFIELD TK_PICLIINSDETS_tkLEXPINSURE_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }

Thank you for your instruction letter dated { ASK LEI "Enter date of LEI instructions" \d " " }{
REF LEI }.

We write to confirm our acceptance of this matter and advise you that we have made immediate
contact with our mutual client as requested.

We will be updating the client on a monthly basis, and will update you at important stages of the
case or within 4-6 months.

Please make a note of our reference number. Should you wish to contact the fee earner,
please contact { MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" } on {
MERGEFIELD "CALCULATION_FEE_EARNER_PHONE" } or via email { MERGEFIELD
"CALCULATION_FEE_EARNER_EMAIL" }.

We will be in touch shortly.

Yours faithfully

{ MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }

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Med 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 }

Your Ref:

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

{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_initials } { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_surname }
{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_address }

Dear { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_surname }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

You will no doubt recall having prepared a Medical Report dated { ASK repdate "Enter the date of the report." } { REF repdate \@ "d"*Ordinal * MERGEFORMAT } { REF repdate \@ "MMMM yyyy" } 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 TK_PICOURTDETS_tkCIVILCRT_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"*Ordinal } { REF {INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

courtdetdate\@"MMMM yyyy" }, and we would therefore be grateful to receive your reply as soon as possible.

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Med Expert 1 Re Trial Date

{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 }

{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_initials } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_surname }
{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_address }

Dear { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD
TK_PIINJMEDDETS_tkMEDEXPERT1_surname }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

You will no doubt recall having prepared a Medical Report dated { ASK redate "Enter the date
of the report"}{ REF redate \@ "d"*Ordinal * MERGEFORMAT } { REF redate \@ "MMMM
yyyy" * MERGEFORMAT } on the injuries sustained by our above-named client

We have now received Notice that the Trial has been listed to take place at { MERGEFIELD
TK_PICOURTDETS_tkCIVILCRT_name } on { MERGEFIELD
TK_PICOURTDETS_tkTRIALDATE \@ "d"*ordinal } { MERGEFIELD
TK_PICOURTDETS_tkTRIALDATE \@ "MMMM yyyy" }.

I would be obliged if you would kindly note this date in your diary, and I would be grateful if you
would keep all of the day free for the time being. I will contact you nearer the hearing to let you
know exactly when you will be required. Of course if the case settles before Trial I will let you
know immediately.

I look forward to receiving confirmation that you are able to attend Court on this date.

Yours sincerely

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

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Med Expert 2 Re Trial Date

{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 }

{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_initials" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }
{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_address" }

Dear { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

You will no doubt recall having prepared a Medical Report dated { ASK redate "Enter the date
of the report"}{ REF redate \@ "d"*Ordinal * MERGEFORMAT } { REF redate \@ "MMMM
yyyy" * MERGEFORMAT } on the injuries sustained by our above-named client

We have now received Notice that the Trial has been listed to take place at { MERGEFIELD
TK_PICOURTDETS_tkCIVILCRT_name } on { MERGEFIELD
TK_PICOURTDETS_tkTRIALDATE \@ "d"*ordinal } { MERGEFIELD
TK_PICOURTDETS_tkTRIALDATE \@ "MMMM yyyy" }.

I would be obliged if you would kindly note this date in your diary, and I would be grateful if you
would keep all of the day free for the time being. I will contact you nearer the hearing to let you
know exactly when you will be required. Of course if the case settles before Trial I will let you
know immediately.

I look forward to receiving confirmation that you are able to attend Court on this date.

Yours sincerely

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

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Med Expert 3 Re Trial Date

{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 }

{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_initials" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }
{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_address" }

Dear { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "d" * Ordinal } { MERGEFIELD TK_ACCDETS_tkACCDATE \@ "MMMM yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

You will no doubt recall having prepared a Medical Report dated { ASK redate "Enter the date of the report" } { REF redate \@ "d" * Ordinal * MERGEFORMAT } { REF redate \@ "MMMM yyyy" * MERGEFORMAT } on the injuries sustained by our above-named client

We have now received Notice that the Trial has been listed to take place at { MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name } on { MERGEFIELD TK_PICOURTDETS_tkTRIALDATE \@ "d" * ordinal } { MERGEFIELD TK_PICOURTDETS_tkTRIALDATE \@ "MMMM yyyy" }.

I would be obliged if you would kindly note this date in your diary, and I would be grateful if you would keep all of the day free for the time being. I will contact you nearer the hearing to let you know exactly when you will be required. Of course if the case settles before Trial I will let you know immediately.

I look forward to receiving confirmation that you are able to attend Court on this date.

Yours sincerely

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

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Med Expert1 Let of Instruction

{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 }

{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_initials } { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_surname }
{ MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_address }

Dear { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_title } { MERGEFIELD TK_PIINJMEDDETS_tkMEDEXPERT1_surname }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

We act on behalf of the above named client in respect of a claim arising from injuries received in an accident on the above date.

We should be obliged if you would examine our client and let us have a full and detailed report dealing with any relevant medical history, the injury sustained, treatment received and present condition.

Within the body of your report please deal with present condition, prognosis and in particular please comment on the capacity for work. Please confirm if any period off work was reasonable.

Please confirm if our client needs any mechanical assistance (for instance, a wheel chair) the likely cost of one and the useful life of such a machine.

So that we can assess the value of the injury suffered it is essential to establish the extent and duration of any continuing disability. In the prognosis section please comment on any areas of continuing disability or complaint and its impact on daily living. If there is such continuing disability you should comment upon the level of suffering or inconvenience caused and, if you are able, give your view as to when or if the complaint is likely to be reasonable.

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

Kindly arrange an appointment for examination with our client direct. In turn we shall be responsible for your reasonable fees.

We enclose our client's authority so that you can obtain GP and Hospital records. You are free to refer to the records in your report. If you find anything in the records, which is of concern to you either in respect of the severity of our client's injury, the continuing disability suffered or the client's credibility in general then please let us know immediately and we will obtain our own copy of the records.

In order to comply with Court Rules please insert above your signature a statement that the contacts *"are true and accurate to the best of your knowledge and belief"*.

Please also confirm the following at the end of your report *"I am aware that my primary duty in preparing this report is to assist the Court in deciding any issue(s) within my own field of expertise. I understand the extent of this duty and confirm that I have complied with it"*.

We look forward to receiving your report within 4 weeks of your examination. If you will not be able to prepare your report within this period please telephone us upon receipt of these instructions.

We await hearing from you.

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Enc.

Med Expert2 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 }

Your Ref:

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

{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_initials" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }
{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_address" }

Dear { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

You will no doubt recall having prepared a Medical Report dated { ASK repdate "Enter the date of the report." } { REF repdate \@ "d"*Ordinal * MERGEFORMAT } { REF repdate \@ "MMMM yyyy" } 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 TK_PICOURTDETS_tkCIVILCRT_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"*Ordinal } { REF
{INCLUDETEXT "C:\\Users\\NeilB\\OneDrive - PRACCTICE LTD\\Documents\\OspreyOfficeGateway\\footer.doc"}

courtdetdate\@"MMMM yyyy" }, and we would therefore be grateful to receive your reply as soon as possible.

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Med Expert2 Let of Instruction

{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 }

{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_initials" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }
{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_address" }

Dear { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

We act on behalf of the above named client in respect of a claim arising from injuries received in an accident on the above date.

We should be obliged if you would examine our client and let us have a full and detailed report dealing with any relevant medical history, the injury sustained, treatment received and present condition.

Within the body of your report please deal with present condition, prognosis and in particular please comment on the capacity for work. Please confirm if any period off work was reasonable.

Please confirm if our client needs any mechanical assistance (for instance, a wheel chair) the likely cost of one and the useful life of such a machine.

So that we can assess the value of the injury suffered it is essential to establish the extent and duration of any continuing disability. In the prognosis section please comment on any areas of continuing disability or complaint and its impact on daily living. If there is such continuing disability you should comment upon the level of suffering or inconvenience caused and, if you are able, give your view as to when or if the complaint is likely to be reasonable.

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Kindly arrange an appointment for examination with our client direct. In turn we shall be responsible for your reasonable fees.

We enclose our client's authority so that you can obtain GP and Hospital records. You are free to refer to the records in your report. If you find anything in the records, which is of concern to you either in respect of the severity of our client's injury, the continuing disability suffered or the client's credibility in general then please let us know immediately and we will obtain our own copy of the records.

In order to comply with Court Rules please insert above your signature a statement that the contacts *"are true and accurate to the best of your knowledge and belief"*.

Please also confirm the following at the end of your report *"I am aware that my primary duty in preparing this report is to assist the Court in deciding any issue(s) within my own field of expertise. I understand the extent of this duty and confirm that I have complied with it"*.

We look forward to receiving your report within 4 weeks of your examination. If you will not be able to prepare your report within this period please telephone us upon receipt of these instructions.

We await hearing from you.

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Enc.

Med Expert3 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 }

Your Ref:

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

{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_initials" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }
{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_address" }

Dear { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

You will no doubt recall having prepared a Medical Report dated { ASK repdate "Enter the date
of the report." } { REF repdate\@"d"*Ordinal * MERGEFORMAT } { REF repdate \@ "MMMM
yyyy" } 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 TK_PICOURTDETS_tkCIVILCRT_name };
3. Your cancellation charges for late notification that you are no longer required to attend
Court.

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

We are obliged to supply the Court with these details by { ASK courtdetdate "Enter the date by which dates to Court must be supplied."}{ REF courtdetdate \@ "d" *Ordinal } { REF courtdetdate \@ "MMMM yyyy" }, and we would therefore be grateful to receive your reply as soon as possible.

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME *UPPER }

Med Expert3 Let of Instruction

{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 }

{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_initials" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }
{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_address" }

Dear { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD
"TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Address: { MERGEFIELD "CALCULATION_ADDRESS" }
Date of Accident: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM
yyyy" }
Date of Birth: { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

We act on behalf of the above named client in respect of a claim arising from injuries received in an accident on the above date.

We should be obliged if you would examine our client and let us have a full and detailed report dealing with any relevant medical history, the injury sustained, treatment received and present condition.

Within the body of your report please deal with present condition, prognosis and in particular please comment on the capacity for work. Please confirm if any period off work was reasonable.

Please confirm if our client needs any mechanical assistance (for instance, a wheel chair) the likely cost of one and the useful life of such a machine.

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

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We look forward to receiving your report within 4 weeks of your examination. If you will not be able to prepare your report within this period please telephone us upon receipt of these instructions.

We await hearing from you.

Yours sincerely

{ MERGEFIELD "CALCULATION_FEE_EARNER_DESCRIPTION" }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Enc.

Medical Records Authority

AUTHORITY FOR RELEASE OF MEDICAL NOTES AND RECORDS

I { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD
LINKNAME_SURNAME_1 } of { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD
CLIENT_AREA }= "" "" "{ MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD
"CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{ MERGEFIELD
CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" } hereby authorise the release
of my medical records, notes, reports and x-rays to { **ASK who "Enter name of person
requiring access to client's medical records."** } { REF who * MERGEFORMAT }
for the purpose of preparing a medical report arising out of the accident on { MERGEFIELD
TK_ACCDETS_tkACCDATE }.

The name and address of my General Practitioner is:	{ MERGEFIELD TK_PIINJMEDDETS_tkGPNAME } of { MERGEFIELD TK_PIINJMEDDETS_tkGPSURGERY }
The Hospital I have visited is:	{ MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_name } { MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_address }
My date of birth is:	{ MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }
My National Insurance No. is:	{ MERGEFIELD TK_PICLIENTINFO_tkNINUMBER }

I certify that no legal action is contemplated against my General Practitioner and/or the Health Authority in respect of any medical treatment received.

Signed

Dated

Relationship

(NB: If the injured party is under 18 years old, consent must be given by parent or guardian.)

AUTHORITY FOR RELEASE OF MEDICAL NOTES AND RECORDS

I { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD
LINKNAME_SURNAME_1 } of { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD
CLIENT_AREA }= "" "" "{ MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD
"CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{ MERGEFIELD
CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" } hereby authorise the release
of my medical records, notes, reports and x-rays to { REF who * MERGEFORMAT } for
the purpose of preparing a medical report arising out of the accident on { MERGEFIELD
TK_ACCDETS_tkACCDATE }.

The name and address of my General Practitioner is:	{ MERGEFIELD TK_PIINJMEDDETS_tkGPNAME } of { MERGEFIELD TK_PIINJMEDDETS_tkGPSURGERY }
The Hospital I have visited is:	{ MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_name } { MERGEFIELD TK_PIINJMEDDETS_tkHOSPITAL_address }
My date of birth is:	{ MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }
My National Insurance No. is:	{ MERGEFIELD TK_PICLIENTINFO_tkNINUMBER }

I certify that no legal action is contemplated against my General Practitioner and/or the Health Authority in respect of any medical treatment received.

Signed

Dated

Relationship

(NB: If the injured party is under 18 years old, consent must be given by parent or guardian.)

Medical Records Mandate

MEDICAL RECORDS MANDATE

Name : { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

Address : { MERGEFIELD CALCULATION_ADDRESS }

Daytime Telephone No. : { IF { MERGEFIELD CALCULATION_MOBILE }= "" "{ MERGEFIELD CALCULATION_PHONE }" "{ MERGEFIELD CALCULATION_MOBILE }" }

Date of Birth : { MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }

National Insurance No. : { MERGEFIELD TK_PICLIENTINFO_tkNINUMBER }

Occupation : { MERGEFIELD TK_PISPECDAM_tkJOB }

Name of Employer : { MERGEFIELD TK_PISPECDAM_tkEMPLOYERNAME }

Period of Absence from Work

From **To**

Did you attend your GP/Hospital/Both?

Name & Address of GP
(even if you did not attend your GP following this accident)

{ MERGEFIELD
TK_PIIINJMEDDETS_tkGPNAME }
{ MERGEFIELD
TK_PIIINJMEDDETS_tkGPSURGERY }

Hospital (if appropriate)

{ MERGEFIELD
TK_PIIINJMEDDETS_tkHOSPITAL_name }
{ MERGEFIELD
TK_PIIINJMEDDETS_tkHOSPITAL_address }

GP's Telephone No. :

Have any x-rays or scans been taken? If so please give details of where these x-rays or scans were taken and what the results were? (i.e. did you fracture any bones, did the x-ray show as normal, etc.)

.....

.....

I confirm I have no present claim against either the Hospital or my GP and authorise the release of my full medical records to { MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" } Solicitors. Please treat a copy of this form as an original.

Signed **Date**.....

N1 Claim Form



CLAIM FORM

In the { MERGEFIELD
TK_PICOURTDETS_tkCIVILCRT_name }

Claim No.	{ MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }
Issue date	{ FORMTEXT }

For court use only

Claimant:

{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }

SEAL.

Defendant(s):

{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = ""
"{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1TITLE } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" } { IF {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME } = "" ",
{ MERGEFIELD TK_PIDEF2DETAIL_tkDEF2TITLE } {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FORENAME } {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNAME }" ", {
MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONAME }" }

Brief details of claim:

{ FORMTEXT }

Value:

{ FORMTEXT }

The Claimant seeks damages for her/his injuries and losses in excess of
£1,000.00 but the total claim will not exceed £5,000.00.

Defendant's
Name and
Address

{ IF { MERGEFIELD TK_PIDEF1DETAIL_tk DEF1CONAME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tk DEF1TITLE } { MERGEFIELD TK_PIDEF1DETAIL_tk DEF1FORENAME } {	{ IF { MERGEFIELD TK_PIDEF2DET AIL_tkDEF2CO NAME } = "" "{ MERGEFIELD TK_PIDEF2DET AIL_tkDEF2TIT LE } {
--	---

Amount claimed	£{ FORMTEXT }
Court fee	£{ FORMTEXT }
Solicitor's costs	£{ FORMTEXT }
Total amount	£{ FORMTEXT }

MERGEFIELD TK_PIDEF1DETAIL_tk DEF1SURNAME } { MERGEFIELD TK_PIDEF1DETAIL_tk DEF1ADDRESS }" "{ MERGEFIELD TK_PIDEF1DETAIL_tk DEF1CONAME } { MERGEFIELD TK_PIDEF1DETAIL_tk DEF1ADDRESS }" }	MERGEFIELD TK_PIDEF2DET AIL_tkDEF2FO RENAME } { MERGEFIELD TK_PIDEF2DET AIL_tkDEF2SU RNAME } { MERGEFIELD TK_PIDEF2DET AIL_tkDEF2AD DRESS }" ", { MERGEFIELD TK_PIDEF2DET AIL_tkDEF2CO NAME } { MERGEFIELD TK_PIDEF2DET AIL_tkDEF2AD DRESS }" }	Claim No.	{ MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }
--	--	-----------	--

The court office at
{ FORMTEXT }
is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and
quote the claim number.

Claim No	{ FORMTEXT }
----------	--------------

Does, or will, your claim include any issues under the Human Rights Act 1998? { FORMCHECKBOX } Yes { FORMCHECKBOX } No

Particulars of Claim (Attached) (To follow)
{ FORMTEXT }

Statement of Truth

* (I believe) (The Claimant believes) that the facts stated in these particulars of claim are true.

* I am duly authorised by the Claimant to sign this statement

Full name: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

Name of Claimant's solicitor's firm: { MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }

Signed: { FORMTEXT }

Position or office held: { FORMTEXT }

* (Claimant) (Litigation friend) (Claimant's solicitor) (if signing on behalf of a firm or company)

* delete as appropriate

{ FORMTEXT }

Claimant's or Claimant's solicitor's address to which documents or payments should be send if different from overleaf including (if appropriate) details of DX, fax or e-mail.

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N150 Allocation Questionnaire

Allocation questionnaire

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

Name of court { MERGEFIELD "TK_PICOURTDETS_tkCIVILCRT_name" }	
Claim No.	{ MERGEFIELD "TK_PICOURTDETS_tkCLAIMNO " }
Last date for filing with court office:	{ FORMTEXT }

Please read the notes on page six before completing the questionnaire.

You should note the date by which it 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.

Have you sent a copy of this completed form to the other party(ies)?

{
FORMCHECKBOX
} Yes {
FORMCHECKBOX
} No

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 try to settle.

{ FORMCHECKBOX
}

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 44.3 (4).

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:

{ FORMTEXT }

B Location of trial

Is there any reason why your claim needs to be heard at a particular court?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

If Yes, say which court and why?

{ FORMTEXT }

C Pre-action protocols

You are expected to comply with the relevant pre-action protocol.

Have you done so?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

If No, explain why?

{ FORMTEXT }

D Case management information

What amount of the claim is in dispute?

£{ FORMTEXT }

Applications

Have you made any application(s) in this claim?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

If Yes, what for?

{ FORMTEXT }

*(e.g. summary judgment,
add another party)*

For hearing on

{ FORMTEXT }

Witnesses

So far as you know at this stage, what witnesses of fact do you intend to call at the trial or final hearing including, if appropriate, yourself?

Witness name

Witness to which facts

{ FORMTEXT }

{ FORMTEXT }

Experts

Do you wish to use expert evidence at the trial or final hearing?

{
FORMCHECKBOX
} Yes {
FORMCHECKBOX
} No
{ FORMCHECKBOX }
None yet obtained

Have you already copied any experts' report(s) to the other party(ies)?

{
FORMCHECKBOX
} Yes {
FORMCHECKBOX
} No

Do you consider the case suitable for a single joint expert in any field?

{
FORMCHECKBOX
} Yes {
FORMCHECKBOX
} No

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).

Expert's name	Field of expertise (e.g. orthopaedic surgeon, surveyor, engineer)
{ FORMTEXT }	{ FORMTEXT }

Do you want your expert(s) to give evidence orally at the trial or final hearing?

{
FORMCHECKBOX
} Yes {
FORMCHECKBOX
} No

If Yes, give the reasons why you think oral evidence is necessary:

{ FORMTEXT }

Track

Which track do you consider is most suitable for your claim? *Tick one box*

{ FORMCHECKBOX
} small claims track

{ FORMCHECKBOX
} fast track

{ FORMCHECKBOX
} multi-track

If you have indicated a track which would not be the normal track for the claim,
please give brief reasons for your choice

{ FORMTEXT }

Disclosure of electronic documents

If you are proposing that the claim be allocated to the multi-track:

1. Have you reached agreement, either using the Electronic Documents
FORMCHECKBOX } Yes { FORMCHECKBOX } No

Questionnaire in PD31B or otherwise, about the scope and extent of
disclosure of electronic documents on each side?

2. If No, is such an agreement likely?
FORMCHECKBOX } Yes { FORMCHECKBOX } No

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?

E Trial or final hearing

How long do you estimate the trial or final hearing will take?

{ FORMTEXT } days	{ FORMTEXT } hours	{ FORMTEXT } minutes
----------------------	-----------------------	-------------------------

Are there any days when you, an expert or an essential witness will not be
able to attend court for the trial or final hearing?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

If Yes, please give details

Name	Dates not available
{ FORMTEXT }	{ FORMTEXT }

F Proposed directions *(Parties should agree directions wherever possible)*

Have you attached a list of the directions you think appropriate for the management of the claim?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

If Yes, have they been agreed with the other party(ies)?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

G Costs

Do not complete this section if you have suggested your case is suitable for the small claims track or you have suggested one of the other tracks and you do not have a solicitor acting for you.

What is your estimate of your costs incurred to date?

£{ FORMTEXT }

What do you estimate your overall costs are likely to be?

£{ FORMTEXT }

In substantial cases these questions should be answered in compliance with CPR Part 43

H Fee

Have you attached the fee for filing this allocation questionnaire?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

An allocation fee is payable if your claim or counterclaim exceeds £1,500.

Additional fees will be payable at further stages of the court process.

I Other information

Have you attached documents to this questionnaire?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

Have you sent these documents to the other party(ies)?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } No

If Yes, when did they receive them?

{ FORMTEXT
}

Do you intend to make any applications in the immediate future?

{
FORMCHECKB
OX } Yes {
FORMCHECKB
OX } 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 }

Signed

Date

{ FORMTEXT }

[Counsel] [Solicitor] [for the][1st][2nd][3rd][{ FORMTEXT }]
[Claimant] [Defendant] [Part 20 claimant]

Please enter your name, reference number and full postal address including (if appropriate) details of telephone, DX, fax or e-mail

{ FORMTEXT }

If applicable

Telephone no.

{ FORMTEXT }

	Fax no.	{ FORMTEXT }
	DX no.	{ FORMTEXT }
	Your ref.	{ FORMTEXT }
Postcode { FORMTEXT }		

E-mail	{ FORMTEXT }
---------------	--------------

Notes for completing an allocation questionnaire

- If the claim is not settled, a judge must 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 attached questionnaire.
- If you fail to return the allocation questionnaire by the date given, the judge may make an order which leads to your claim or defence being struck out, or hold an allocation hearing. If there is an allocation hearing the judge may order any party who has not filed their questionnaire to pay, immediately, the costs of that hearing.
- Use a separate sheet if you need more space for your answers marking clearly which section the information refers to. You should write the claim number on it, and on any other documents you send with your allocation questionnaire. Please ensure they are firmly attached to it.
- The letters below refer to the sections of the questionnaire and tell you what information is needed.

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. If you think that it would be worthwhile you and the other party trying to negotiate a settlement at this stage you should tick the 'Yes' box. 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 should still complete the rest of the questionnaire.

More information about settlement options is available in the Legal Services Commission leaflet 'Alternatives to Court' free from any county court or the LSC leaflet line on 0845 3000 343. If you would like to find out more about mediation, and the fees charged, contact the National Mediation Helpline on 0845 60 30 809 or go to www.nationalmediationhelpline.com. Although you may appoint a mediator of your choice, if you would like the court to arrange a mediation for you please tick 'Yes'.

By ticking this box you are consenting to your contact details being passed via the Helpline to an accredited external mediation provider.

B Location of trial

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.

C Pre-action protocols

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: http://www.justice.gov.uk/civil/procrules_fin/menus/protocol.htm

D Case management information Applications

It is important for the court to know if you have already made any applications in the claim, what they are for and when they will be heard. The outcome of the applications may affect the case management directions the court gives.

Witnesses

Remember to include yourself as a witness of fact, if you will be giving evidence.

Experts

Oral or written expert evidence will only be allowed at the trial or final hearing with the court's permission. The judge will decide what permission it seems appropriate to give when the claim is allocated to track. Permission in small claims track cases will only be given exceptionally.

Track

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.

E Trial or final hearing

You should enter only those dates when you, your expert(s) or essential witness(es) will not be able to attend court because of holiday or other commitments.

F Proposed directions

Attach the list of directions, if any, you believe will be appropriate to be given for the management of the claim. Agreed directions for fast and multi-track cases should be based on the forms of standard directions set out in the practice direction to CPR Part 1 and form PF52.

G Costs

Only complete this section if you are a solicitor and have suggested the claim is suitable for allocation to the fast or multi-track.

H Fee

For more information about court fees please go our website www.hmccourts-service.gov.uk or pick up a fees leaflet EX50 from any county court. If you cannot afford the fee, you may be eligible for remission of the fee. More details can be found in the leaflet EX160A, which can be downloaded from our website or you can pick up a copy from any county court.

I Other Information

Answer the questions in this section. Decide if there is any other information you consider will help the judge to manage the claim. Give details in the space provided referring to any documents you have attached to support what you are saying.

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

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.

In the
{ MERGEFIELD
TK_PICOURTDETS_tkCIVILCRT_name }

Claim No:

{ MERGEFIELD
TK_PICOURTDETS_tkCLAIMNO }

Last date for filing with
court office:

{ FORMTEXT }

Date(s) fixed for trial
or trial period:

{ FORMTEXT }

Legal Representatives only: You
must attach estimates of costs
incurred to date, and your likely
overall costs. In substantial cases,
these should be provided in
compliance with CPR Part 43.

For multi-track claims only, you
must 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.

Yes {

FORMCHECKBOX } No { FORMCHECKBOX }

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 } No { FORMCHECKBOX }

Yes {

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 order 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)?
FORMCHECKBOX } No { FORMCHECKBOX }

Yes {

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)

{ FORMTEXT }

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
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }

Please specify any special facilities or arrangements needed at the 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? Yes { FORMCHECKBOX } No { FORMCHECKBOX }

C Experts

You are reminded that you may not use an expert's reports 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?	Report agreed?	Has permission been given for oral evidence?
{ FORMTEXT }	{ FORMTEXT }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }
{ FORMTEXT }	{ FORMTEXT }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }
{ FORMTEXT }	{ FORMTEXT }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }	Yes { FORMCHECKBOX } No { FORMCHECKBOX }

2. Has there been discussion between experts? Yes { FORMCHECKBOX } No { FORMCHECKBOX }

3. Have the experts signed a joint statement? Yes { FORMCHECKBOX } No { FORMCHECKBOX }

4. If your expert is giving oral evidence and the trial date is not yet fixed, is there any day within the trial period which the expert would wish to avoid, if possible?

Yes {

FORMCHECKBOX } No { FORMCHECKBOX }

If Yes, please give details

Name of witness	Dates to be avoided if possible	Reason
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }

D Legal Representation

1. Who will be representing 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 period that the person representing your case would wish to avoid, if possible? Yes { FORMCHECKBOX } No { FORMCHECKBOX }

If Yes, please give details

Name of witness	Dates to be avoided if possible	Reason
{ FORMTEXT }	{ FORMTEXT }	{ FORMTEXT }

E The trial

1. Has the estimate of the time needed for trial changed? Yes { FORMCHECKBOX }
No { FORMCHECKBOX }

If Yes, say how long you estimate the whole trial will take, Including both parties' cross examination and closing arguments { FORMTEXT } Days, { FORMTEXT } Hours, { FORMTEXT } Minutes

2. If different from original estimate you have agreed with the other party(ies) that this is now the total time needed? Yes { FORMCHECKBOX }
No { FORMCHECKBOX }

3. Is the timetable for trial you have attached agreed with the other party(ies)? Yes { FORMCHECKBOX }
No { FORMCHECKBOX }

Fast track cases only

The court will normally give you 3 weeks notice in the fast track of the date fixed for a fast track trial unless, in exceptional circumstances, the court directs that shorter notice be given.

Would you be prepared to accept shorter notice of the date fixed for trial? Yes { FORMCHECKBOX }
No { FORMCHECKBOX }

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

Signed

Please enter your [firm's] name, reference number and full postal address including (if appropriate) details of DX, fax or e-mail.

[Counsel][Solicitor][for the][1st][2nd][3rd][{ FORMTEXT }]
[Claimant][Defendant][Part 20 claimant]
[Part 20 Defendant]

Date: { FORMTEXT }		{ FORMTEXT }			
		Postcode: { FORMTEXT }			
Tel no:	{ FORMTEXT }	DX no:	{ FORMTEXT }	E-mail:	{ FORMTEXT }
Fax no:	{ FORMTEXT }	Ref no:	{ FORMTEXT }		{ FORMTEXT }

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N208 Claim Form



Claim Form (CPR Part 8)

In the
{ MERGEFIELD
TK_PICOURTDETS_tkCIVILCRT_name }

Claim No.
{ MERGEFIELD
TK_PICOURTDETS_tkCLAIMNO }

Claimant

{ MERGEFIELD "LINKNAME_TITLE_1" } { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" }
{ MERGEFIELD "CALCULATION_ADDRESS" }

SEAL.

Defendant(s)

{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }= "" "{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" }

Does your claim include any issues under the Human Rights Act 1998?

Yes { FORMCHECKBOX } No { FORMCHECKBOX }

Details of Claim (*see also overleaf*)

{ FORMTEXT }

The Claimant seeks an order pursuant to CPR 44.12 (A):-

1. The Defendant to pay costs of and incidental to the Claimant's proposed claim, such costs to be assessed on the standard basis if not agreed and;

2. The costs of and incidental to this claim be subject of detailed assessment proceedings.

Full particulars are set out overleaf.

£

Defendant's
name and
address

{ IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }= "" "{
MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1FORENAME } {
MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{
MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONAME }" }
{ MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1ADDRESS }

Court fee

{ FORMTEXT }

Solicitor's costs

{ FORMTEXT }

Issue date

{ FORMTEXT }

Details of claim continued		Claim No.
<p>1. The Claimant sought to recover damages against the Defendant for personal injury and losses arising from a road traffic accident that occurred on the [Insert Accident Date];</p> <p>2. The Claimant's claim was settled in the amount of [£{ FORMTEXT }] following the Claimant's acceptance of the Defendant's offer which was made on [{ FORMTEXT }] in relation to general damages and special damages. Copies of the letters detailing the offers and acceptance are attached for ease of reference;</p> <p>3. It was an express and/or implied term of the agreement that the Defendant would pay the Claimant's reasonable costs. In accordance with the fixed recoverable costs calculated in accordance with Rule 45.9 of the CPR;</p> <p>4. By way of a letter dated [{ FORMTEXT }] the Claimant sent a schedule of those costs in the total amount of [], to the Defendant's insurers, together with disbursement vouchers in respect of disbursements. The Defendant's insurers have refused to pay the Claimant's costs in full in accordance with Rule 45.9;</p> <p>5. Costs are claimed in accordance with the fixed recoverable costs allowable under Rule 45.9 of the CPR;</p> <p>6. The following documents are attached:-</p> <p>(a) Copy correspondence [{ FORMTEXT }]</p> <p>(b) Copy disbursement vouchers;</p> <p>(c) Draft Order.</p>		
<p>Statement of Truth</p> <p>*(I believe) (The Claimant believes) that the facts stated in these particulars of claim are true</p> <p>*I am duly authorised by the Claimant to sign this statement</p> <p>Full name { MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }</p> <p>Name of Claimant's solicitor's firm { MERGEFIELD PRACTICEINFO_PRACTICE_NAME }</p> <p>Signed { FORMTEXT } Position or office held { FORMTEXT }</p> <p>*(Claimant) (Litigation Friend) (Claimant's Solicitor) (if signing on behalf of firm or company)</p> <p>*delete as appropriate</p>		
<p>{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }</p> <p>{ MERGEFIELD PRACTICEINFO_DX_NO }</p> <p>{ MERGEFIELD PRACTICEINFO_HOUSE }</p> <p>{ MERGEFIELD PRACTICEINFO_AREA }</p> <p>{ MERGEFIELD PRACTICEINFO_POSTAL_TOWN }</p> <p>{ MERGEFIELD PRACTICEINFO_POSTCODE }</p>		<p>Claimant's or Claimant's solicitor's address to which documents should be sent if different from overleaf. If you are prepared to accept service by DX, fax or email, please add details.</p>

Notes for claimant on completing a Part 8 claim form

Please read all these guidance notes before you begin completing the claim form. The notes follow the order in which is required on the form.

Court staff can help you fill in the claim form and give information about procedure once it has been issued. But they cannot give legal advice. If you need legal advice for example, about the likely success of the claim or the evidence you need to prove it, you should contact a solicitor or a Citizens Advice Bureau. If you are filling in the claim form by hand, please use black ink and write in block capitals.

You must file any written evidence to support your claim either in or with the claim form. Your written evidence must be verified by a statement of truth.

Copy the completed claim form, the Defendant's notes for guidance and your written evidence so that you have one copy yourself, one copy for the court, and one copy for each Defendant. Send or take the forms and evidence to the court office with the appropriate fee. The court will tell you how much this is.

Notes on completing the claim form

Heading

You must fill in the heading of the form to indicate whether you want the claim to be issued in a county court or in the High Court. (The High Court means either a District Registry (attached to a county court) or the Royal Courts of Justice in London). There are restrictions on claims which may be issued in the high court (see 'Value' overleaf). Use whichever of the following is appropriate:

'In the.....County Court'

(Inserting the name of the court)

or

'In the High Court of Justice.....Division'

(Inserting e.g. 'Queen's Bench' or 'Chancery' as appropriate)

.....District Registry'

(Inserting the name of the District Registry)

or

'In the High Court of Justice.....Division,

(Inserting e.g. 'Queen's Bench' or 'Chancery' as appropriate)

Royal Courts of Justice'

Claimant and Defendant details

As the person issuing the claim, you are called the 'Claimant'; the person you are suing is called the 'Defendant'. Claimants who are under 18 years old (unless otherwise permitted by the court) and patients within the meaning of the Mental Health Act 1983, must have a litigation friend to issue and conduct court proceedings on their behalf. Court staff will tell you more about what you need to do if this applies to you. You must provide the following information about yourself **and** the Defendant according to the capacity in which you are suing and in which the Defendant is being sued.

When suing or being sued as:-

an individual:

All known forenames and surname, whether Mr, Mrs, Miss, or other (e.g. Dr) and residential address (**including** postcode and telephone number) in England and Wales. Where the Defendant is a proprietor of a business, a partner in a firm or individual sued in the name of the club or other unincorporated association, the address for the service should be the usual or last known place of residence **or** principal place of business of the company, firm or club or other unincorporated association.

Where the individual is:

Under 18 write '(a child by Mr Joe Bloggs his litigation friend)' after the name. If the child is conducting the proceedings on their own behalf write '(a child)' after the child's name.

A patient within the meaning of the Mental Health Act 1983 write '(by Mr Joe Bloggs his litigation friend)' after the patient's name.

Trading under another name

You must add the words 'trading as' and the trading name e.g.

'Mr John Smith trading as Smith's Groceries'.

Suing or being sued in a representative capacity. you must say what that capacity is e.g. 'Mr Joe Bloggs as the representative of Mrs Sharon Bloggs (deceased)'.

Suing or being sued in the name of the club or other unincorporated association

Add the words 'suing/sued on behalf of' followed by the name of the club or other unincorporated association.

a firm

enter the name of the firm followed by the words 'a firm' e.g. 'Bandbox – a firm' and an address for service which is either a partner's residential address or the principal or last known place of business.

a corporation (other than a company)

enter the full name of the company and the address which is either its principal office **or** any other place where the corporation carries on activities and which has a real connection with the claim.

A company registered in England and Wales

Enter the name of the company and an address which is either the company's registered office **or** any place of business that has a real, or the most, connection with the claim e.g. the shop where the good were bought.

An overseas company (defined by s744 of the Companies Act 1985)

Enter the name of the company and either the address registered under s951 of the Act **or** the address of the place of business having a real, or the most connection with the claim.

Details of claim

Under this heading you must set out either:

The questions you wish the court to decide; or the remedy you are seeking and the legal basis for your claim; and If your claim is being made under the specific CPR Part or practice direction you must state which.

Defendant's name and address

Enter in this box the full name and address of the defendant to be served with the claim form. If the defendant is to be served outside England and Wales, you may need to obtain the court's permission.

Address for documents

Insert in this box the address at which you wish to receive documents and/or payments, if different from the address you have already given under the heading 'Claimant'. The address must be in England or Wales. If you are willing to accept service by DX, fax or e-mail add details.

Statement of truth

This must be signed by you, by your solicitor or your litigation friend, as appropriate.

Where the Claimant is a registered company or a corporation the claim must be signed by either the director, treasurer, secretary, chief executive, manager or other officer of the company, chairman, president or town clerk.

Notes for the Defendant (Part 8 claim form)

Please read these notes carefully – they will help you decide what to do about this claim.

- You have 14 days from the date on which you were served with the claim form to respond to the claim.
- If you do not return the acknowledgment of service, you will be allowed to attend any hearing of this claim but you will not be allowed to take part in the hearing unless the court gives you permission to do so.
- Court staff can tell you about procedures but they cannot give legal advice. If you need legal advice, you should contact a solicitor or Citizens Advice Bureau.

Time for responding

The completed acknowledgment of service must be returned to the court office within 14 days * of the date on which the claim form was served on you. If the claim form was:

Sent by post, the 14 days * begins 2 days from the date of the postmark on the envelope.

Delivered or left at your address, the 14 days begins the day it was delivered.

Handed to you personally, the 14 days * begins on the day it was given to you.

Completing the acknowledgment of service

You should complete sections A – E as appropriate. In all cases you must complete sections F and G.

Section A – not contesting the claim

If you do not wish to contest the remedy sought by the claimant in the claim form, you should complete section A. In some cases the claimant may only be seeking the court's directions as to how to act, rather than seeking a specific order. In these circumstances if you wish the court to direct the claimant in a certain way, give brief details.

Section B – contesting the claim

If you do wish to contest the remedy sought by the Claimant, in the claimant in the claim form, you should complete section B. If you seek a remedy different than that sought by the claimant, you should give details in the space provided.

Section C – disputing the court's jurisdiction

You should indicate your intention by completing section B and filling an application disputing the courts jurisdiction with 14 days of filing your acknowledgement of service at the court. The court will arrange a hearing date for the application and tell you and the claimant when and where to attend.

Section D – objecting to use of procedure

If you believe the claimant should not have issued the claim under part 8 because:

- There is a substantial dispute of fact involved; and
- You do not agree that the rule or practice direction stated does provide the claimant to use this procedure.

You should complete section C before setting out your reasons in the space provided.

Section E – written evidence

Complete this section if you wish to rely on written evidence.

You send your written evidence to the court with your acknowledgement of service. It must be verified by a statement of truth or the court may disallow it. If you have agreed with the other party(ies) and extension of time for filing your written evidence, a copy of your written agreement must be filed with your acknowledgement of service. Please note that the agreement can only extend time by 14 days from the date you file your acknowledgement of service.

Claims under section 1 of the inheritance (Provision for Family and Dependents) Act 1975

A defendant who is a personal representative of the deceased must file and serve written evidence which must state to the best of that person's ability:

- Full details of the value of the deceased's net estate as defined in section 25 of the Act.
- The person of classes of person beneficially interested in the estate, and
 - the names and (unless they are parties to the claim) addresses of all living beneficiaries; and
 - the value of their interest in the estate so far as they are known;
- whether any living beneficiary (and if so, naming him) is a child or patient with the meaning of rule 21.1(2); and
- any facts which might affect the exercise of the court's powers under the Act.

Section F – name of defendant

Print your full name, or the full name of the defendant on whose behalf you are completing this form.

Serving other parties

You must send to any other party named on the claim form, copies of both the acknowledgment of service and any written evidence, at the same time as you file them with the court.

What happens next

The Claimant may, within 14 days of receiving any written evidence from you, file further evidence in reply. On receipt of your acknowledgment of service, the court file will be referred to the judge for directions on disposal of the claim. The court will contact you and tell you what to do next.

Statement of truth

This must be signed by you, by your solicitor or your litigation friend, as appropriate.

Where the defendant is a registered company or a corporation the response must be signed by either the director, reassure, secretary, chief executive, manager or other officer of the company or (in case of a corporation) the mayor, chairman, president or town clerk.

* For claims under the Inheritance [provision for family and dependants] Act 1975 the period is 21 days.

N215 Certificate of Service

Certificate of service

Name of court { MERGEFIELD TK_PICOURTDE	Claim No. { MERGEFIELD TK_PICOURTDETS_tkCLA
Name of Claimant { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }	
Name of Defendant { FORMTEXT }	

On what day did you serve?	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }
	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }
	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }
	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }
The date of service is	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }
	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }
	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }
	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }	{ F O R M T E X T }

What documents did you serve? <i>Please attach copies of the documents you have not already filed with the court.</i>	{ FORMTEXT }
--	--------------

On whom did you serve? <i>(If appropriate include their position e.g. partner, director).</i>	{ FORMTEXT }
--	--------------

How did you serve the documents? <i>(please tick the appropriate box)</i> { FORMCHECKBOX } by first class post or other service which provides for delivery on the next business day { FORMCHECKBOX } by delivering to or leaving at a permitted place { FORMCHECKBOX } by personally handing it to or leaving it with ({ FORMTEXT } time left, where document is other than a claim form) <i>(please specify)</i> { FORMTEXT } { FORMCHECKBOX } by other means permitted by the court <i>(please specify)</i> { FORMTEXT } { FORMCHECKBOX } by Document Exchange { FORMCHECKBOX } by fax machine ({ FORMTEXT } time sent, where document is other than a claim form) <i>(you may want to enclose a copy of the transmission sheet)</i> { FORMCHECKBOX } by other electronic means ({ FORMTEXT } time sent, where document is other than a claim form) <i>(please specify)</i>	Give the address where service effected, include fax or DX number, e-mail address or other electronic identification { FORMTEXT } Being the { FORMCHECKBOX } claimant's { FORMCHECKBOX } defendant's { FORMCHECKBOX } solicitor's { FORMCHECKBOX } litigation friend { FORMCHECKBOX } usual residence { FORMCHECKBOX } last known residence { FORMCHECKBOX } place of business { FORMCHECKBOX } principal place of business { FORMCHECKBOX } last known place of business { FORMCHECKBOX } principal office of the partnership { FORMCHECKBOX } principal office of the corporation { FORMCHECKBOX } principal office of the company { FORMCHECKBOX } place of business of the partnership/company/ corporation within the jurisdiction with a connection to claim { FORMCHECKBOX } other <i>(please specify)</i> { FORMTEXT }
---	--

{ FORMTEXT }

I believe that the facts stated in this certificate are true.

Full name

{ FORMTEXT }

Signed

{ FORMTEXT }

(Claimant) (Defendant) ('s solicitor) ('s friend)

Position or office held

{ FORMTEXT }

(If signing on behalf of firm or company)

Date

{FO}{RM}{TE}{XT}{ }

{FO}{RM}{TE}{XT}{ }

/

{FO}{RM}{TE}{XT}{ }

{FO}{RM}{TE}{XT}{ }

/

{FO}{RM}{TE}{XT}{ }

{FO}{RM}{TE}{XT}{ }

{FO}{RM}{TE}{XT}{ }

{FO}{RM}{TE}{XT}{ }

Rules relating to the service of documents are contained in Part 6 of the Civil Procedure Rules (www.justice.gov.uk) and you should refer to the rules for information.

Calculation of deemed day of service of a claim

A claim form served within the UK in accordance with Part 6 of the Civil Procedure rules is deemed to be served on the second business day after the claimant has completed the steps required by CPR 7.5(1).

Method of service	Deemed day of service
First class post or other service which provides for delivery on the next business day.	The second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day
Document exchange	The second day after it was left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day
Delivering the document to or leaving it at a permitted address	If it is delivered to or left at the permitted address on a business day before 4.30pm, on that day; or in any other case, on the next business day after that day
Fax	If the transmission of the fax is completed on a business day before 4.30pm, on that day; or in any other case, on the next business day after the day on which it was transmitted
Other electronic method	If the email or other electronic transmission is sent on a business day before 4.30pm, on that day; or in any other case, on the next business day after the day on which it was sent
Personal service	If the document is served personally before 4.30pm on a business day, it is served on that day; or in any other case, on the next business day after that day

In this context 'business day' means any day except Saturday, Sunday or a bank holiday; (under the Banking and Financial Dealings Act 1971 in the part of the UK where service is to take place) includes Good Friday and Christmas Day.

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N227 Request for Judgment by

Default

Request for Judgement by Default
(Amount to be decided by the court)

Table with 2 columns: Field Name, Field Value. Fields include Claim No, Claimant (Including ref), and Defendant, each with a corresponding placeholder value.

To the court

The defendant has not filed (an acknowledgment of service)(a defence) to my claim and the time for doing so has expired.
I request judgment to be entered against the defendant for an amount to be decided by the court and costs.

Defendant’s date of birth (if known)

Table with 8 columns and 5 rows of placeholder text for date of birth.

Signed: [Signature Box]
(Claimant) (Claimant’s solicitor) (Litigation friend)

Position or office held: [Position Box]
(If signing on behalf of firm or company)

Date:

{ FORMTEXT }

Note: The court will enter judgment and refer the court file to a judge who will give directions for the management of the case including its allocation to track.

The Court Manager

{ MERGEFIELD

TK_PICOURTDETS_tkCIVILCRT_name }

{ MERGEFIELD

TK_PICOURTDETS_tkCIVILCRT_address }

The court office at

{ FORMTEXT }

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

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N235 Certificate of Suitability of Lit

Frnd

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 { MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }	
Claim No.	{ MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }
Claimant (including ref.)	{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }
Defendant (including ref.)	{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONA ME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORE NAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURN AME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONA ME }" }

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.

*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.

* delete if you are acting for the defendant

Please write your name in capital letters

{ FORMCHECKBOX } Mr {
FORMCHECKBOX } Mrs {
FORMCHECKBOX } Miss

{ FORMCHECKBOX } Ms {
FORMCHECKBOX } Other { FORMTEXT }

Surname { MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDSURN * UPPER}

Forenames { MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDFORE * UPPER }

Address to which documents in this case are to be sent.

I certify that the information given in this form is correct

Signed _____

{ MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDADDR }

Date { FORMTEXT }

The court office at { FORMTEXT }

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

Claim No.{ MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }

My reasons for believing that the (claimant)(defendant) is a protected party are:-

{ FORMTEXT }

N235 Certificate of Suitability of Lit

Frnd

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Name of court { MERGEFIELD TK_PICOURTDETS_tkCIVILCRT_name }	
Claim no.	{ MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }
Warrant no. (if applicable)	{ FORMTEXT }
Claimant's name (including ref.)	{ MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 } { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }
Defendant's name (including ref.)	{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" }
Date	{ DATE \@ "d MMMM yyyy" }

1. What is your name or, if you are a solicitor, the name of your firm?

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }

2. Are you a { FORMCHECKBOX } Defendant { FORMCHECKBOX } Solicitor
 { FORMCHECKBOX } Claimant
 { FORMCHECKBOX } Other (please specify)

{ FORMTEXT }

If you are a solicitor whom do you represent?

{ FORMTEXT }

3. What order are you asking the court to make and why?

{ FORMTEXT }

4. Have you attached a draft of the order you are applying for?

{ FORMCHECKBOX } Yes { FORMCHECKBOX } No

5. How do you want to have this application dealt with?

{ FORMCHECKBOX } at a hearing { FORMCHECKBOX } without a hearing
 { FORMCHECKBOX } at a telephone hearing

6. How long do you think the hearing will last?

{ FORMTEXT } Hours { FORMTEXT } Minutes

Is this time estimate agreed by all

{ FORMCHECKBOX } Yes { FORMCHECKBOX } No

parties?

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 }

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 believe) (The applicant believes) that the facts stated in this section (and any continuation sheets) are true.

Signed _____ Dated { FORMTEXT }
Applicant('s Solicitor)('s litigation friend)

Full name { MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }

Name of applicant's solicitor's firm { MERGEFIELD PRACTICEINFO_PRACTICE_NAME }

Position or office held { FORMTEXT }
(if signing on behalf of firm or company)

11. Signature and address details

Signed _____ Dated { FORMTEXT }
Applicant('s Solicitor)('s litigation friend)

Position or office held { FORMTEXT }
(if signing on behalf of firm or company)

Applicant's address to which documents about this application should be sent.

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME } { MERGEFIELD PRACTICEINFO_DX_NO } { MERGEFIELD PRACTICEINFO_HOUSE } { MERGEFIELD PRACTICEINFO_AREA } { MERGEFIELD PRACTICEINFO_POSTAL_TOWN } Postcode { MERGEFIELD PRACTICEINFO_POSTCODE }	If applicable	
	Phone no.	{ MERGEFIELD CALCULATION_FEE_EARNER_PHONE }
	Fax no.	{ MERGEFIELD PRACTICEINFO_FAX_NO }
	DX no.	{ FORMTEXT }
	Ref no.	{ MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }

E-mail address	{ MERGEFIELD CALCULATION_FEE_EARNER_EMAIL }
----------------	---

Application Notice (Form N244) – Notes for Guidance

Court Staff cannot give legal advice. If you need information or advice on a legal problem you can contact Community Legal Service Direct on 0845 345 4 345 or www.clsdirect.org.uk, or a Citizens Advice Bureau. Details of your local offices and contact numbers are available via their website www.citizensadvice.org.uk

Paying the court fee

A court fee is payable depending on the type of application you are making. For example:

- To apply for judgment to be set aside
- To apply to vary a judgment or suspend enforcement
- To apply for a summons or order for a witness to attend
- To apply by consent, or without service of the application notice, for a judgment or order.

No fee is payable for an application by consent for an adjournment of a hearing if it is received by the court at least 14 days before the date of the hearing.

What if I cannot afford the fee?

If you show that a payment of a court fee would involve undue hardship to you, you may be eligible for a fee concession.

For further information, or to apply for a fee concession, ask court staff for a copy of the combined booklet and form EX160A - Court fees - Do I have to pay them? This is also available from any county court office, or a copy of the leaflet can be downloaded from our website www.hmcourts-service.gov.uk

Completing the form

Question 3

Set out what order you are applying for and why; e.g. to adjourn the hearing because..., to set aside a judgment against me because... etc.

Question 5

Most applications will require a hearing and you will be expected to attend. The court will allocate a hearing date and time for the application. Please indicate in a covering letter any dates that you are unavailable within the next six weeks. The court will only deal with the application 'without a hearing' in the following circumstances.

- Where all the parties agree to the terms of the order being asked for;
- Where all the parties agree that the court should deal with the application without a hearing, or
- Where the court does not consider that a hearing would be appropriate.

Telephone hearings are only available in applications where at least one of parties involved in the case is legally represented. Not all applications will be suitable for a telephone hearing and the court may refuse your request.

Question 6

If you do not know how long the hearing will take do not guess but leave these boxes blank.

Question 7

If your case has already been allocated a hearing date or trial period please insert details of those dates in the box.

Question 8

If your case is being heard in the High Court or a District Registry please indicate whether it is to be dealt with by a Master, District Judge or Judge.

Question 9

Please indicate in the box provided who you want the court to send a copy of the application to.

Question 10

In this section please set out the information you want the court to take account of in support of the application you are making.

If you wish to rely on:

- **a witness statement**, tick the first box and attach the statement to the application notice. A witness statement form is available on request from the court office.
- **a statement of case**, tick the second box if you intend to rely on your particulars of claim or defence in support of your application.
- **written evidence** on this form, tick the third box and enter details in the space provided. You must also complete the statement of truth. Proceedings for contempt of court may be brought against a person who signs a statement of truth without an honest belief in its truth.

Question 11

The application must be signed and include your current address and contact details. If you agree that the court and the other parties may communicate with you by Document Exchange, telephone, facsimile or email, complete the details **Before returning your form to the court**

Have you:

- signed the form on page 2,
- enclosed the correct fee or an application for fee remission,
- made sufficient copies of your application and

supporting documentation. You will need to submit one copy for each party to be served and one copy for the court.

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N251 Notice Of Funding

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
- on filing an acknowledgment of service, other first document; and
- at any later time that such an arrangement is entered into, changed or terminated.

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 agreement

Dated { FORMTEXT }

which provides for a success fee

{ FORMCHECKBOX } an insurance policy issued on

Date

{ FORMTEXT }

Policy no

{ FORMTEXT }

Name and address of insurer

{ FORMTEXT }

Level of cover

{ FORMTEXT }

Are the insurance premiums staged?

{ FORMCHECKBOX } Yes { FORMCHECKBOX }

No

If Yes, at which point is an increased premium payable

In the

{ MERGEFIELD
TK_PICOURTDETS_tkCIVILCRT_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.

Claim No.

{ MERGEFIELD
TK_PICOURTDETS_tkCLAIMNO }

Claimant

(include Ref.)

{ MERGEFIELD
"LINKNAME_FORENAME_1" } {
MERGEFIELD

Defendant

(include Ref.)

{ IF { MERGEFIELD
TK_PIDEF1DETAIL_tkDEF1CONA
= "" } { MERGEFIELD

{ 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 }

{ FORMTEXT }

Level of cover

{ FORMTEXT }

{ FORMCHECKBOX } an undertaking given on

Dated

{ FORMTEXT }

Are the insurance premiums staged?

{ FORMCHECKBOX } Yes { FORMCHECKBOX }

No

has been terminated

If Yes, at which point is an increased
premium payable

{ FORMTEXT }

{ FORMCHECKBOX } an undertaking has been
giv Dated

{ FORMTEXT }

Name of prescribed body

{ FORMTEXT }

in the following terms

{ FORMTEXT }

Signed

Dated

{ FORMTEXT }

Solicitor for the (claimant) (defendant)

(Part 20 defendant) (respondent) (appellant)

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
- on filing an acknowledgment of service, other first document; and
- at any later time that such an arrangement is entered into, changed or terminated.

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 agreement

Dated { FORMTEXT }

which provides for a success fee

{ FORMCHECKBOX } an insurance policy issued on

Date

{ FORMTEXT }

Policy no

{ FORMTEXT }

Name and address of insurer

{ FORMTEXT }

Level of cover

{ FORMTEXT }

Are the insurance premiums staged?

{ FORMCHECKBOX } Yes { FORMCHECKBOX }

No

If Yes, at which point is an increased premium payable

In the

{ MERGEFIELD

TK_PICOURTDETS_tkCIVILCRT_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.

Claim No.

{ MERGEFIELD

TK_PICOURTDETS_tkCLAIMNO }

Claimant

(include Ref.)

{ MERGEFIELD

"LINKNAME_FORENAME_1" } { MERGEFIELD

Defendant

(include Ref.)

{ IF { MERGEFIELD

TK_PIDEF1DETAIL_tkDEF1CONA = "" " { MERGEFIELD

{ 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 }

{ FORMTEXT }

Level of cover

{ FORMTEXT }

{ FORMCHECKBOX } an undertaking given
on Dated

{ FORMTEXT }

Are the insurance premiums staged?

{ FORMCHECKBOX } Yes {

FORMCHECKBOX } No

has been terminated

If Yes, at which point is an increased
premium payable

{ FORMCHECKBOX } an undertaking has
been Dated n on

{ FORMTEXT }

{ FORMTEXT }

Name of prescribed body

{ FORMTEXT }

in the following terms

{ FORMTEXT }

Signed

Dated

{ FORMTEXT }

Solicitor for the (claimant) (defendant)

(Part 20 defendant) (respondent) (appellant)

N251 Notice Of Funding

Statement of Costs (summary assessment)

Judge/Master
{ FORMTEXT }

In the
{ MERGEFIELD
TK_PICOURTDETS_tkCIVILCRT_name }

Court

Case Reference { MERGEFIELD
TK_PICOURTDETS_tkCLAIMNO }

Case Title { MERGEFIELD LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 } – v – { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1TITLE } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }

[Party]’s Statement of Costs for the hearing on *(date)* { FORMTEXT } **(interim application/fast track trial)**

Description of fee earners*

(a) <i>(name)</i> <i>(grade)</i> <i>(hourly rate claimed)</i>	{ FORMTEXT }
(b) <i>(name)</i> <i>(grade)</i> <i>(hourly rate claimed)</i>	{ FORMTEXT }
(c) <i>(name)</i> <i>(grade)</i> <i>(hourly rate claimed)</i>	{ FORMTEXT }
(d) <i>(name)</i> <i>(grade)</i> <i>(hourly rate claimed)</i>	{ FORMTEXT }

Attendances on (party) { FORMTEXT }

(a) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(b) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(c) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(d) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }

Attendances on opponents

(a) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(b) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(c) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(d) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }

Attendance on others

(a) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(b) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(c) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }
(d) <i>(number)</i>	{ FORMTEXT }	hours at £	{ FORMTEXT }	£	{ FORMTEXT }

XT }

Site inspections etc

(a) *(number)*

{
FORMTE
XT }

hours at £

{ FORMTEXT }

£

{ FORMTEXT }

(b) *(number)*

{
FORMTE
XT }

hours at £

{ FORMTEXT }

£

{ FORMTEXT }

(c) *(number)*

{
FORMTE
XT }

hours at £

{ FORMTEXT }

£

{ FORMTEXT }

(d) *(number)*

{
FORMTE
XT }

hours at £

{ FORMTEXT }

£

{ FORMTEXT }

Work done on negotiations

(a) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(b) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(c) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(d) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }

Other work, not covered above

(a) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(b) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(c) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(d) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }

Work done on documents

(a) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(b) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(c) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(d) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }

Attendance at hearing

(a) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(b) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(c) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }
(d) (<i>number</i>)	{ FORMTE XT }	hours at £	{ FORMTEX T }	£	{ FORMTEXT }

(a) (<i>number</i>)	{ FORMTE XT }	hours travel and waiting time £	{ FORMTEX T }	£	{ FORMTEXT }
(b) (<i>number</i>)	{ FORMTE XT }	hours travel and waiting time £	{ FORMTEX T }	£	{ FORMTEXT }
(c) (<i>number</i>)	{ FORMTE	hours travel and waiting time £	{ FORMTEX	£	{ FORMTEXT }

(d) *(number)*

XT }
{ FORMTE XT }

hours travel and
waiting time £

T }
{ FORMTEX T }

£

{ FORMTEXT }

Sub Total £

{ FORMTEXT }

Brought forward £

{
FORMTEXT
}

Counsel's fees (*name*) (*year of call*)

{ FORMTEXT }

Fee for [advice/conference/documents]

£

{
FORMTEXT
}

Fee for hearing

£

{
FORMTEXT
}

Other expenses

[court fees]

£

{
FORMTEXT
}

Others
(*give brief
description*)

{ FORMTEXT }

£

{
FORMTEXT
}

Total

£

{
FORMTEXT
}

Amount of VAT claimed

on solicitors and counsel's fees

£

{
FORMTEXT
}

on other expenses

£

{
FORMTEXT
}

Grand Total

£

{
FORMTEXT
}

The costs stated above do not exceed the costs which the
(party) is liable to pay in respect of the work which this
statement covers. Counsel's fees and other expenses have
been incurred in the amounts stated above and will be paid to
the persons stated.

(*party*) { FORMTEXT }

Dated

{ FORMTEXT }

Signed

Name of firm of solicitors
[partner] for the *(party)*

{ FORMTEXT }

* 4 grades of fee earner are suggested:

- (A) Solicitors with over eight years post qualification experience including at least eight years litigation experience.
- (B) Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience.
- (C) Other solicitors and legal executives and fee earners of equivalent experience.
- (D) Trainee solicitors, paralegals and other fee earners.

“Legal Executive” means a Fellow of the Institute of Legal Executives. Those who are not Fellows of the Institute are not entitled to call themselves legal executives and in principle are therefore not entitled to the same hourly rate as a legal executive.

In respect of each fee earner communications should be treated as attendances and routine communications should be claimed at one tenth of the hourly rate.

N265 List of Documents Standard

Disclosure

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 TK_PICOURTDETS_tkCIVILCRT_name }	
Claim No.	{ MERGEFIELD TK_PICOURTDETS_tkCLAIMNO }
Claimant (Including ref)	{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }
Defendant (Including ref)	{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FORENAME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNAME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONAME }" }
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)

FORMCHECKBOX } 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 } databases { FORMCHECKBOX } off-site storage

{ FORMCHECKBOX } { FORMCHECKBOX } laptops
{ back-up tapes

{ FORMCHECKBOX } handheld devices

{ FORMCHECKBOX } mobile phones

{ FORMCHECKBOX } notebooks

{
FORMCHECKBOX
} **PDA devices**

documents contained on or created by the { FORMCHECKBOX } Claimant { FORMCHECKBOX } Defendant

{
FORMCHECKBOX

} **mail files** { FORMCHECKBOX } document files
{ FORMCHECKBOX } web-based applications

{
FORMCHECKBOX
} **calendar files** { FORMCHECKBOX } graphic and presentation 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 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 }

Signed

(Claimant)(Defendant)(’s litigation friend)

Date

{ FORMTEXT }

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 }

Nominations & Instructions

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }

Solicitor Details					
Solicitor:	{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME }		Premex Ref:		
Postcode:	{ MERGEFIELD PRACTICEINFO_POSTCODE }		Email:	{ MERGEFIELD CALCULATION_FEE_EARNER_EMAIL }	
Contact:	{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }		Solicitor Ref:	{ MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }	
Work Source & Ref:			Solicitor Tel:	{ MERGEFIELD CALCULATION_FEE_EARNER_PHONE }	
Additional Information					
Injured Party Details					
Title:	{ MERGEFIELD LINKNAME_TITLE_1 }	First Name/Initial:	{ IF { MERGEFIELD LINKNAME_FORENAME_1 } = "" "{ MERGEFIELD LINKNAME_INITIALS_1 }" "{ MERGEFIELD LINKNAME_FORENAME_1 }" }	Surname:	{ MERGEFIELD LINKNAME_SURNAME_1 }
Address:	{ MERGEFIELD CLIENT_HOUSE }, { IF { MERGEFIELD CLIENT_AREA } <> "" "{ MERGEFIELD CLIENT_AREA }, { MERGEFIELD CLIENT_POSTAL_TOWN }" "{ MERGEFIELD CLIENT_POSTAL_TOWN }" }		Home Tel:	{ MERGEFIELD CALCULATION_PHONE }	
			Work Tel:		
			Mobile Tel:	{ MERGEFIELD CALCULATION_MOBILE }	
Postcode:	{ MERGEFIELD CLIENT_POSTCODE }	DOB:	{ MERGEFIELD TK_PICLIENTINFO_tkCL_DOB }	Accident Date:	{ MERGEFIELD TK_ACCDETS_tkACCDATE }
Additional Information					

Instruction Details (if Instruction)					
Is this a Joint Instruction?		Expert Type:			
Named Expert:		Medical Record Review:	GP and Hospital Notes		
Record Obtainer:	Do not obtain yet	Report Type:		Consent Obtainer:	To be obtained by you
Brief Description of Injury:					
Additional Information					
Nomination Details (if Nomination Request)					
Expert Type:		Nominations Sent to:			
Brief Description of Injury:					
Additional Information					
Third Party/Defendant Details					
*(Should be completed where nominations are to be sent to the Third Party)					
Name:		DX:		Reference:	
Address:			Additional Information:		
Postcode:					

Occ Liability Questionnaire

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{
MERGEFIELD matter_no }

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

ACCIDENT QUESTIONNAIRE

You have losses and these will need to be claimed from the negligent party. When completing this form we only need answers for those sections which apply to you, but please complete the form fully and carefully since it is designed to give the information necessary to deal with your claim and information left off will lead to delays in settlement.

ACCIDENT QUESTIONNAIRE	ANSWERS
1. NAME	
2. ADDRESS	
3. TELEPHONE	
4. DATE OF BIRTH	
5. YOUR NATIONAL INSURANCE NUMBER	
6. MARITAL STATUS	
7. NAME OF NEXT OF KIN IF UNDER 18	
8. OCCUPATION	
9. GROSS EARNINGS pw	
10. NET EARNINGS pw	
11. EMPLOYER'S NAME	
12. EMPLOYER'S ADDRESS	
13. DATE AND TIME OF ACCIDENT	
14. PLACE OF ACCIDENT (TAKE PHOTOS OF DEFECT. IF POSSIBLE THE PHOTOS SHOULD SHOW THE SIZE OF THE DEFECT HAVING A RULER IN THE PHOTO WILL HELP) (IDENTIFY EXACTLY WHERE THE ACCIDENT OCCURRED, IF POSSIBLE BY REFERENCE TO A LANDMARK OR BUILDING)	
15. PRECISELY WHERE DID THE ACCIDENT OCCUR IN THE PREMISES (A SKETCH PLAN WOULD HELP)	

16. RETURNED TO WORK	
17. NAME & ADDRESS OF GENERAL PRACTITIONER	
18. HOSPITAL WHERE TREATED RECORD NO	
19. LOCAL DSS OFFICE	
20. NI NUMBER	
21. STATUTORY SICK PAY RECEIVED	
22. WELFARE BENEFITS RECEIVED	
23. APPROXIMATE WAGE LOSS HOW LONG OFF WORK?	
<i>ARE YOU BACK AT WORK?</i>	
DID YOU LOSE ANY EARNINGS AS A RESULT OF THE ACCIDENT?	
IF SO, HOW MUCH NETT?	
IF YOU HAVE RETURNED TO WORK, OR WHEN YOU DO RETURN TO WORK, PLEASE TELL US IF YOU HAVE NOT RETURNED TO YOUR NORMAL DUTIES AND OVERTIME.	
IF NOT YET BACK AT WORK, PLEASE ADVISE US OF THE DATE YOU RETURN	

24. OTHER LOSSES AND EXPENSES

PLEASE GIVE FULL DETAILS OF ALL LOSSES SET OUT BELOW ARE SOME EXAMPLES OF VALID ITEMS TO CLAIM

PRESCRIPTION CHARGES
FAMILY AND YOUR OWN TRAVELLING EXPENSES

25. PREVIOUS ACCIDENTS & INJURIES	
26. NAMES AND ADDRESS OF WITNESSES	
27. NAME AND ADDRESS OF PERSON OR BODY RESPONSIBLE. (WAS IT THE OWNER OR A CONTRACTOR)	
28. WAS ACCIDENT REPORTED TO THE OWNER (IF SO PLEASE PROVIDE THE REF. AND DATE)	
29. WAS THE DEFECT REPORTED TO THE OWNER BEFORE YOUR ACCIDENT (IF SO PLEASE PROVIDE THE REF. AND DATE AND THE NAME\ADDRESS OF PERSON MAKING THE REPORT)	
30. HAS THE DEFECT BEEN REPAIRED (IF SO PLEASE IDENTIFY THE REPAIRER AND DATE OF REPAIR)	

31. WHAT TYPE OF SHOES WERE YOU WEARING	
32. DO YOU WALK WITH THE AID OF A STICK OR ARE YOU DISABLED IN ANY WAY WHICH AFFECTS YOUR ABILITY TO WALK	
33. DESCRIPTION OF HOW ACCIDENT OCCURRED AND SKETCH PLAN SHOWING POSITION OF DEFECTS, LIGHTS, WITNESSES ETC.	
34. WHO HAD CONTROL OF THE PREMISES	
35. WHY WERE YOU ON THE PREMISES	
36. WERE YOU RUNNING OR WALKING	
37. WAS ANY WARNING OR NOTICE DISPLAYED ABOUT THE DEFECT THAT CAUSED YOUR INJURY	
38. INJURIES RECEIVED	
39. ARE YOU IN A POSITION TO RECLAIM VAT?	

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD CLIENT_AREA }= "" "" "{ MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{ MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" } hereby confirm that the information given in the Accident Questionnaire is true.

Signed

Dated

INJURY QUESTIONNAIRE

Please read these notes and complete questions.

When an accident occurs you invariably suffer from reaction to the accident, whether it be of a serious nature e.g. broken limbs, cuts, bruises etc. (for which more detailed evidence by way of medical reports will be obtained in due course), OR of a less serious nature e.g. shock, shaking up, trembling, loss of sleep, anxiety, apprehension etc.

In ALL cases where you have been affected by an accident in these ways it is proper that a claim for damages should be pursued against the Insurance Company. Will you please complete the form below relating only to your injuries, to provide us with information regarding the effects the accident had upon you in order that we may consider whether a claim for compensation on your behalf is appropriate.

PLEASE TICK BELOW (where appropriate)

TREMBLING

BROKEN LIMBS

LOSS OF SLEEP

CUTS

ANXIETY

BRUISING

APPREHENSION

SHOCK

OTHER (set out below)

SHAKING UP

PLEASE STATE MORE FULLY THE EFFECTS OF THE
ACCIDENT UPON YOU

HAVE THE EFFECTS NOW SUBSIDED AND IF SO
HOW LONG DID THEY LAST?

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD
"LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD
CLIENT_AREA }= "" "" "{ MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD
"CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{
MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" } hereby
confirm that the information given in the Accident Questionnaire is true.

Signed

Dated

MITIGATION OF LOSSES

It is your legal duty to keep your losses to a minimum. Therefore when you feel able to return to work you should do so obviously in this context you will need to speak to your medical advisers. The insurers will not pay for loss of wages for a period in which they feel you could reasonably have been working.

CHEQUES ACT 1992

On the 16th June 1992 the Cheques Act 1992 became law. In consequence in order for us to complete your claim we would be obliged if you would kindly sign the attached authority.

File Ref:

Date of Accident: { MERGEFIELD TK_ACCDETS_tkACCDATE }

I { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { IF { MERGEFIELD CLIENT_AREA }= "" "" { MERGEFIELD CLIENT_AREA }, " } { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" { MERGEFIELD CLIENT_COUNTY }, " } { MERGEFIELD "CLIENT_POSTCODE" }

HEREBY REQUEST AND AUTHORISE the Insurance Company to draw a cheque in respect of my claim for damages arising out of the above mentioned accident in favour of my Solicitors, { MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }.

SIGNED.....

DATED.....

Particulars Of Claim

IN THE { MERGEFIELD TK PICOURTDETS tkCIVILCRT name * UPPER }

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

PARTICULARS OF CLAIM

PARTICULARS OF NEGLIGENCE

PARTICULARS OF INJURY

PARTICULARS OF SPECIAL DAMAGE

AND THE CLAIMANT CLAIMS:-

1. Damages including damages for personal injury in excess of £1,000.00 but limited to £5,000.00;
2. Interest thereon at such rate and for such period as the Court thinks just;
3. Costs.

STATEMENT OF TRUTH

I believe that the facts stated in these Particulars of Claim are true.

Signed

Dated

{ MERGEFIELD "PRACTICEINFO_PRACTICE_NAME" }

IN THE { MERGEFIELD TK_PICOURTDETS tkCIVILCRT name * UPPER }

CLAIM NUMBER: { MERGEFIELD
TK_PICOURTDETS tkCLAIMNO }

BETWEEN:

{ 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

PARTICULARS OF CLAIM

{ MERGEFIELD
"PRACTICEINFO_PRACTICE_NAME" }

Reference: { MERGEFIELD "client_no" }/{
MERGEFIELD "matter_no" }

Police Information Request

{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 TK_PIPROFBODIES_tkPOLICEREF }

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

{ MERGEFIELD TK_PIPROFBODIES_tkPOLICE_name }
{ MERGEFIELD TK_PIPROFBODIES_tkPOLICE_address }

Dear Sirs

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD LINKNAME_SURNAME_1 }
Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client's Vehicle: { MERGEFIELD TK_PIVEHDETS_tkCLIVEHMAKEMOD
}
Defendant's Vehicle: { MERGEFIELD TK_PIVEHDETS_TK_DEF1MAKEMOD
}
Third Party's Vehicle: { MERGEFIELD
TK_PIVEHDETS_tkTP1VEHMAKEMOD }

We have been instructed on behalf of our above named client in relation to the above accident which we understand you investigated. We should be grateful if you would confirm the name and address of the driver(s) and/or owner(s) of the other vehicle(s) involved together with details of Insurance Company/ies with Policy and Certificate numbers, if known

Please kindly let us know whether arising out of the above any proceedings have been taken or are contemplated and if so against whom and when the case was heard and with what result or when the case is set down for hearing.

Please also confirm whether a full Police Accident Report is available and the fee for obtaining a copy of the same.

Yours faithfully

{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Quantum Note

PI Quantum Attendance Note

Date Typed :
File Name and No. : { MERGEFIELD "Client_No" } \ { MERGEFIELD
"Matter_No" }
Date Work Carried Out :
Fee Earner : { MERGEFIELD
"CALCULATION_FEE_EARNER_DESCRIPTION" }
Time Spent:
=====

Summary of Medical Report

1. Accident Date:
2. Exam Date:
3. Prognosis:
4. Recommendations:
5. Injuries:
6. On Exam:
7. Review of Meds:

Quantum Assessment

1. General Damages :
2. Case Law Reviewed from Kemp and Kemp, Current Law and Lawtel (see below):
3. Special Damages (List Items):
4. Loss of Earning Capacity(if any):
5. Interest on Special Damages:
6. Valuation:
7. Part 36 Offer:
8. Other Matters e.g. pension loss, loss of use:

RTA Questionnaire

Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{
MERGEFIELD matter_no }

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

ACCIDENT QUESTIONNAIRE

You have losses and these will need to be claimed from the negligent party. When completing this form we only need answers for those sections which apply to you, but please complete the form fully and carefully since it is designed to give the information necessary to deal with your claim and information left off will lead to delays in settlement.

ACCIDENT QUESTIONNAIRE	ANSWERS
<u>Personal Details:-</u>	
1. NAME	
2. ADDRESS	
3. TELEPHONE	
4. DATE OF BIRTH	
5. YOUR NATIONAL INSURANCE NUMBER	
6. MARITAL STATUS	
7. NAME OF NEXT OF KIN IF UNDER 18	
<u>Accident Details:-</u>	
8. DATE AND TIME OF ACCIDENT	
9. PLACE OF ACCIDENT	
10. DESCRIPTION OF HOW ACCIDENT OCCURRED (AND SKETCH PLAN IF R.T.A SHOWING POSITION OF VEHICLES, ROAD SIGNS AND LIGHTS, WITNESSES ETC. (PLEASE USE OTHER SIDE OF PAPER IF MORE SPACE IS NEEDED)	
11. ROAD CONDITIONS	
12. VISIBILITY	
13. WERE YOU A PASSENGER OR DRIVER	
14. PLEASE PROVIDE THE NAME, ADDRESSES AND TELEPHONE NUMBERS OF ALL PEOPLE IN	

	THE SAME VEHICLE AS YOU INJURIES RECEIVED	
15.	POLICE STATION ACCIDENT REPORTED TO	
16.	HAVE YOU RECEIVED A NOTICE OF INTENDED PROSECUTION	
17.	HAS YOUR OPPONENT BEEN SO NOTIFIED	
18.	WERE SEAT BELTS FITTED AND WORN BY YOU	
19.	HAVE YOU HAD ANY PREVIOUS CONVICTIONS ENDORSEMENTS	
<u>Witness Details:-</u> 20. NAMES, ADDRESS AND TELEPHONE NUMBER OF WITNESSES		
<u>Vehicle and Third Party Details:-</u> 21. NAME, ADDRESS AND TELEPHONE NUMBER OF DRIVER RESPONSIBLE FOR YOUR ACCIDENT.		
22.	NAME, ADDRESS AND TELEPHONE NUMBER OF OWNER OF VEHICLE RESPONSIBLE FOR YOUR ACCIDENT	
23.	MAKE AND MODEL OR AND VEHICLE REGISTRATION NUMBER OF VEHICLE RESPONSIBLE FOR ACCIDENT	
24.	THIRD PARTY DRIVERS INSURANCE COMPANY AND POLICY NUMBER	
<u>Your Own Vehicle Details:-</u> 25. MAKE AND MODEL OF AND VEHICLE REGISTRATION NUMBER, INSURERS OF YOUR VEHICLE		
26.	TYPE AND EXTENT OF YOUR INSURANCE COVER	
27.	PLEASE PROVIDE YOUR INSURANCE	

COMPANY'S NAME, ADDRESS, TELEPHONE NUMBER AND REFERENCE	
<u>Your Employment Details:-</u>	
28. EMPLOYER'S NAME	
29. EMPLOYER'S ADDRESS	
30. OCCUPATION	
31. GROSS EARNINGS pw	
32. NET EARNINGS pw	
<u>Details of Injuries Suffered:-</u>	
33. <u>INJURY QUESTIONNAIRE</u>	
IF ANY OF YOUR PASSENGERS WERE INJURED THEY SHOULD BE ABLE TO MAKE A CLAIM AND THEY SHOULD CONTACT US IMMEDIATELY.	
PLEASE TICK BELOW (where appropriate)	
WHIPLASH	TREMBLING
BROKEN LIMBS	LOSS OF SLEEP
CUTS	ANXIETY
BRUISING	APPREHENSION IN A CAR
SHOCK	SHAKING UP
OTHER (set out below)	
34. PLEASE STATE MORE FULLY THE EFFECTS OF THE ACCIDENT UPON YOU	

35.	HAVE THE EFFECTS NOW SUBSIDED AND IF SO HOW LONG DID THEY LAST?	
36.	PLEASE COMPLETE THE MEDICAL AUTHORITY AT THE END OF THIS QUESTIONNAIRE	
<u>Your Wage Loss:-</u>		
37.	DID YOU RECEIVE STATUTORY SICK PAY	YES / NO
38.	DID YOU RECEIVE WELFARE BENEFITS	YES / NO
39.	APPROXIMATE WAGE LOSS	
	HOW LONG OFF WORK?	
	ARE YOU BACK AT WORK?	YES / NO
	DID YOU LOSE ANY EARNINGS AS A RESULT OF THE ACCIDENT	YES / NO
	IF SO, HOW MUCH NET	£
40.	IF YOU HAVE RETURNED TO WORK, OR WHEN YOU DO RETURN TO WORK PLEASE TELL US IF YOU HAVE NOT RETURNED TO YOUR NORMAL DUTIES AND OVERTIME	
41.	IF NOT YET BACK AT WORK, PLEASE ADVISE US OF THE DATE YOU RETURN	
<u>Your Other Losses and Expenses:-</u>		
PLEASE GIVE FULL DETAILS OF ALL LOSSES.		

I of

hereby confirm that the information given in the Accident Questionnaire is true.

Signed

Dated

Schedule of Special Loss

SCHEDULE OF LOSS

Schedule of Past and Future Losses and Expenses

	{ MERGEFIELD "TK_PICOURTDETS_tkCIVILCRT_name" }
Claim No	{ MERGEFIELD "TK_PICOURTDETS_tkCLAIMNO " }
Claimant (Including Ref)	{ MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" } { MERGEFIELD "client_no" }/{ MERGEFIELD "matter_no" }
Defendant (Including Ref)	{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONA ME } = "" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1FOREN AME } { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1SURNA ME }" "{ MERGEFIELD TK_PIDEF1DETAIL_tkDEF1CONA ME }" } { IF { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONA ME } = "" " { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2FOREN AME } { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2SURNA ME }" ", { MERGEFIELD TK_PIDEF2DETAIL_tkDEF2CONA ME }" }

GENERAL DAMAGES

(1) Pain, suffering and loss of amenity	To be assessed
(2) Handicap on the labour market	To be assessed

I. 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 }

{ DATE \@ "dd MMMM yyyy" * MERGEFORMAT }

Settlement Authority (Infant Claim)

OUR REF: { MERGEFIELD "Client_No" }/{ MERGEFIELD "Matter_No" }

SETTLEMENT AUTHORITY

I, { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{ MERGEFIELD "CLIENT_COUNTY" }, " }{ MERGEFIELD CLIENT_POSTCODE }, confirm that

I agree /do not agree *(delete as applicable)

with the valuation of my claim by my solicitors { MERGEFIELD PRACTICEINFO_PRACTICE_NAME } of { MERGEFIELD PRACTICEINFO_HOUSE }, { MERGEFIELD "PRACTICEINFO_AREA" }, { MERGEFIELD PRACTICEINFO_POSTAL_TOWN }, West Midlands, { MERGEFIELD PRACTICEINFO_POSTCODE } regarding my child's claim. I confirm I have read and fully understood the contents of the advice.

I agree with the contents of the medical report of { ASK medredate "Enter Medical Report date" }{ ref medredate } and the Schedule of Special Damages.

I now instruct my solicitors { MERGEFIELD PRACTICEINFO_PRACTICE_NAME } to proceed with settlement of my child's claim for personal injuries on the basis of the above medical report, Schedule and barrister's advice.

I understand that the monies secured will be paid into court funds and released when they reach 18 years of age.

PLEASE PUT ANY ADDITIONAL COMMENTS YOU HAVE ON THE MEDICAL EVIDENCE AND SCHEDULE HERE IF YOU DO NOT AGREE.

Signed.....

Dated.....

PLEASE RETURN THIS FORM WITHIN 7 DAYS TO AVOID DELAY OF THE SETTLEMENT OF YOUR CLAIM

Settlement Authority

OUR REF: { MERGEFIELD "Client_No" }/{ MERGEFIELD "Matter_No" }

SETTLEMENT AUTHORITY

I, { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD "LINKNAME_SURNAME_1" } of { MERGEFIELD "CLIENT_HOUSE" }, { MERGEFIELD "CLIENT_POSTAL_TOWN" }, { IF { MERGEFIELD CLIENT_COUNTY }= "" "" "{ MERGEFIELD "CLIENT_COUNTY" }, " "{ MERGEFIELD CLIENT_POSTCODE }, confirm that

I agree /do not agree *(delete as applicable)

with the valuation of my claim by my solicitors { MERGEFIELD PRACTICEINFO_PRACTICE_NAME } of { MERGEFIELD PRACTICEINFO_HOUSE }, { MERGEFIELD "PRACTICEINFO_AREA" }, { MERGEFIELD PRACTICEINFO_POSTAL_TOWN }, West Midlands, { MERGEFIELD PRACTICEINFO_POSTCODE } and I agree with the contents of the medical report of { IF { MERGEFIELD TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 1" "{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT1_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT1_forename" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT1_surname" }" "{ IF { MERGEFIELD TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 2" "{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_forename" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT2_surname" }" "{ IF { MERGEFIELD TK_PIINJMEDDETS_TKMED_EXP_INSTR } = "Expert 3" "{ MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_title" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_forename" } { MERGEFIELD "TK_PIINJMEDDETS_tkMEDEXPERT3_surname" }" "" }" } } and the Schedule of Special Damages.

I now instruct my solicitors { MERGEFIELD PRACTICEINFO_PRACTICE_NAME } to proceed with settlement of my claim for personal injuries on the basis of the above medical report, Schedule and valuation.

PLEASE PUT ANY ADDITIONAL COMMENTS YOU HAVE ON THE MEDICAL EVIDENCE AND SCHEDULE HERE IF YOU DO NOT AGREE.

Signed.....

Dated.....

**PLEASE RETURN THIS FORM WITHIN 7 DAYS TO AVOID DELAY OF THE
SETTLEMENT OF YOUR CLAIM**

Special Loss Questionnaire

1 - LOSS AND DAMAGE { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{ MERGEFIELD matter_no }	
1.1 LOSS OF EARNINGS Did you lose earnings as a result of the accident? Y / N If no, please go to 1.2. If yes, please answer (a) below if you were employed at the time of accident; (b) below if you were self-employed at the time of the accident; and (c) below if you were unemployed at the time of the accident. Where a claim is made for lost earnings please provide copies of payslips for a period of 13 weeks prior to the accident or provide copies of business records, accounts and tax returns for the last few years if self-employed	
(a) Employed Before Accident	
EMPLOYER'S NAME:	EMPLOYEE NUMBER:
EMPLOYERS'S ADDRESS:	
JOB TITLE:	JOB DESCRIPTION:
AVERAGE GROSS SALARY:	
AVERAGE NET SALARY (after deductions for tax, National Insurance etc):	
PAID: daily/weekly/monthly/other (please specify)	
BONUSES: Y / N	HOLIDAY PAY: Y / N
OVERTIME: Y / N	PERFORMANCE RELATED PAY: Y / N

OTHER REWARDS e.g. lunch vouchers, free petrol and private healthcare:	
DATE COMMENCED WORK:	
TIME OFF WORK TO DATE:	DATE RETURNED TO WORK:
MISSED PROMOTIONAL OPPORTUNITIES (IF ANY):	
BENEFITS RECEIVED TO DATE:	
(b) Self-Employed Before Accident	
NAME OF BUSINESS:	
TYPE OF BUSINESS:	
PAYMENT: cash in hand/cheques/BACS/Other please specify	
GROSS PROFIT IN LAST TAX YEAR:	
NET PROFIT IN LAST TAX YEAR (after deductions for expenses, tax, National Insurance etc):	
TIME OFF WORK TO DATE:	DATE RETURNED TO WORK:
MISSED OPPORTUNITIES/LOSS OF GOODWILL:	
NAME AND ADDRESS OF ACCOUNTANT:	
(c) Unemployed Before Accident	
PRE-ACCIDENT VOCATION (IF ANY):	
QUALIFICATIONS, TRAINING AND EXPERIENCE:	
EMPLOYMENT HISTORY (INCLUDING DATES):	

NAMES AND ADDRESSES OF PREVIOUS EMPLOYERS:				
LENGTH OF TIME OUT OF WORK PRIOR TO ACCIDENT:				
DETAILS OF ANY JOB OFFERS OR OPPORTUNITIES RECEIVED PRIOR TO ACCIDENT:				
1.2 PENSION LOSS If you have a company or private pension and by reason of the accident you have been unable to make pension contributions, please complete the section below. If not, please go to 1.3.				
COMPANY PENSION: Y / N		PERSONAL PENSION: Y / N		
POLICY No:		WAIVER OF PREMIUM BENEFIT: Y / N		
DETAILS OF PENSION PROVIDER:				
COPY OF PENSION SCHEME TRUST DEED ENCLOSED: Y / N				
COPY OF PENSION POLICY BOOKLET/RULES ENCLOSED: Y / N				
INTENDED RETIREMENT AGE: 50/55/60/65/Other (please specify)				
1.3 CLOTHING				
(a) Clothing Destroyed, Damaged by the Accident (Including Shoes, Books & Protective Clothing) eg jacket ripped in accident bought 2 years ago for £ 100 value at time of accident £50				
ITEM	NATURE OF DAMAGE	AGE	COST NEW	APPROX VALUE AT TIME OF ACCIDENT
(b) Clothing Bought as a Result of the Accident (Including Shoes, Boots & Protective Clothing) eg larger shoes and socks to fit over plaster cast				

DATE BOUGHT	ITEM	REASON BOUGHT	COST	RECEIPT ENCLOSED

1.4 POSSESSIONS

e.g. damaged jewellery

ITEM	NATURE OF DAMAGE	AGE	COST NEW	APPROX VALUE AT TIME OF ACCIDENT

1.5 MEDICAL EXPENSES

(a) Medical Treatment

e.g. private hospital and dental treatment as well as physiotherapy, osteopathy, chiropractic treatment, acupuncture etc

DATE	ITEM	COST	RECEIPT ENCLOS ED: Y/N	COMMENT

ARE YOUR MEDICAL/DENTAL EXPENSES COVERED BY MEDICAL INSURANCE:
Y / N IF SO, PLEASE GIVE THE FOLLOWING DETAILS:

MEDICAL INSURER:	ADDRESS:	POLICY NUMBER:
DENTAL INSURER:	ADDRESS:	POLICY NUMBER:

(b) Prescriptions and Medication
e.g. painkillers, sleeping tablets, anti-depressants, gels, creams and lotions

DATE	ITEM	COST	RECEIPT ENCLOSED: Y/N	COMMENT

(c) Other
e.g. supports, bandages and plasters etc

DATE	ITEM	COST	RECEIPT ENCLOSED: Y/N	COMMENT

1.6 TRAVEL
Please include all costs incurred travelling to and from hospital, physiotherapy appointments, legal visits and experts

(a) Public Transport
e.g. bus, tube and train etc

DATE	DESTINATION	MODE OF TRANSPORT	COST	RECEIPT ENCLOSED: Y/N

(b) Travel by Car/Motorcycle

DATE	DESTINATION	VEHICLE	ROUND TRIP MILEAGE	PARKING AND OTHER FEES

(c) Other

e.g. taxi fares, plane tickets etc

DATE	DESTINATION	MODE OF TRANSPORT	COST	RECEIPT ENCLOSED: Y/N

1.7 CARE AND ASSISTANCE

If you have required any assistance with washing, dressing, cooking, cleaning or driving please complete the following section. If not, go to 1.8.

(a) Professional Care

e.g. nurse, home help or cleaner

DATE	NAME OF CARER	TYPE OF CARE PROVIDED	TIME SPENT (IN HOURS)	COST (PER HOUR)
------	---------------	-----------------------	-----------------------	-----------------

--	--	--	--	--

IS THE NEED FOR CARE CONTINUING? Y / N

(b) Friends & Family

DATE	NAME OF CARER	TYPE OF CARE PROVIDED	TIME SPENT (IN HOURS)	ANY LOST EARNINGS

IS THE NEED FOR CARE CONTINUING? Y / N

(c) Visits to hospital
Please complete this section if any friends or relatives incurred expenses visiting you in hospital

DATE	NAME OF VISITOR	EXPENSES	RECEIPT ENCLOSED: Y/N	COMMENT

1.8 AIDS & EQUIPMENT
Please complete this section if, as a result of the accident, you have had to buy any items to assist with daily life, eg a wheelchair, an orthopaedic pillow, a commode, a walking stick etc. If not, please go to 1.9 below

ITEM	DATE BOUGHT	COST	RECEIPT ENCLOSED: Y/N	COMMENT

--	--	--	--	--

1.9 ACCOMODATION
Please complete this section if you have had any difficulty with your present accommodation by reason of your injury. If not, go to 1.10.

IS YOUR PRESENT ACCOMMODATION SUITABLE FOR YOUR NEEDS? Y / N
 IF NO, PLEASE STATE THE REASONS WHY IT IS UNSUITABLE:

HAVE YOU CARRIED OUT ANY ADAPTATIONS TO YOUR HOME AS A RESULT OF THE ACCIDENT? Y / N
IF YES, PLEASE DETAIL BELOW

DATE	ADAPTATION	COST	RECEIPT ENCLOSED: Y/N	COMMENT

1.10 DIY/DECORATING/CAR MAINTENANCE/GARDENING**(a) DIY and Decorating**

PRIOR TO THE ACCIDENT DID YOU DO ANY MAINTENANCE, REPAIR OR DECORATION WORK AROUND YOUR HOUSE? Y / N

HAVE YOU HAD TO PAY ANYONE TO CARRY OUT ANY DIY OR DECORATING THAT, BUT FOR YOUR INJURIES, YOU WOULD HAVE DONE YOURSELF? Y / N

IF YES, PLEASE DETAIL THE FOLLOWING MAKING SURE THAT ALL COSTS ARE FOR LABOUR COSTS ONLY

DATE	WORK DONE	COST	RECEIPT ENCLOSED: Y/N	COMMENT

DO YOU HAVE ANY OUTSTANDING JOBS THAT NEED TO BE DONE THAT, BUT FOR YOUR INJURIES, YOU WOULD HAVE DONE YOURSELF? Y / N

IF YES, PLEASE PROVIDE THE FOLLOWING DETAILS

WORK TO BE DONE	DATE TO BE COMPLETED	ESTIMATED COST	ESTIMATE ENCLOSED: Y/N	COMMENT

DO YOU HAVE A CONTINUING NEED FOR ASSISTANCE WITH DIY AND DECORATING? Y/N

(b) Vehicle Maintenance

DID YOU UNDERTAKE YOUR OWN VEHICLE MAINTENANCE PRIOR TO THE ACCIDENT? Y / N

IF YES, BY REASON OF YOUR INJURIES, HAVE YOU BEEN PROHIBITED FROM UNDERTAKING THIS WORK? Y / N

IF YES, HAVE YOU PAID ANYONE TO DO REPAIR OR MAINTENANCE WORK THAT,
BUT FOR YOUR INJURIES, YOU WOULD HAVE DONE YOURSELF? Y/N
IF YES, PLEASE PROVIDE DETAILS BELOW

DATE	VEHICLE	WORK	COST	COMMENT

DO YOU HAVE ANY CONTINUING NEED FOR ASSISTANCE WITH VEHICLE MAINTENANCE?
Y/N

(c) Gardening

DO YOU HAVE A GARDEN? Y / N

IF YES, PRIOR TO THE ACCIDENT, DID YOU TEND TO THE GARDEN YOURSELF? Y/N

IF YES, BY REASON OF YOUR INJURIES, HAVE YOU HAD TO PAY ANYONE TO TEND TO
YOUR GARDEN? Y/N

IF YES, PLEASE COMPLETE THE FOLLOWING DETAILS

DATE	WORK DONE	COST	RECEIPT ENCLOSED: Y/N	COMMENT

DO YOU HAVE A CONTINUING NEED FOR ASSISTANCE WITH YOUR GARDEN? Y / N

1.11 SPECIAL ITEMS OF EXPENDITURE

Please set out any 'one-off' or special items of expenditure such as a new car, a special diet or a mobile phone. If you have no such expenses, please go to 1.12

DATE	ITEM	COST	RECEIPT ENCLOSED: Y / N	COMMENT

1.12 DEBTS OR CHARGES

Have you incurred any debts or charges as a result of the accident such as overdraft interest or interest on loans:

Y / N

If yes, please detail below. If not, please go to 4.13 below.

4.12 DEBTS OR CHARGES

Have you incurred any debts or charges as a result of the accident such as overdraft interest or interest on loan: Y / N

If yes, please detail below. If not, please go to 4.13 below.

DATE	AMOUNT	CREDITOR	RECEIPT ENCLOSED: Y / N	COMMENT

1.13 MISCELLANEOUS**(a) Incidental Expenses**

PLEASE ESTIMATE THE AMOUNT YOU HAVE SPENT TO DATE ON POSTAGE, TELEPHONE CALLS, STATIONERY, FAXES AND PHOTOCOPYING PURSUING YOUR CLAIM:

(b) Photographic charges

DATE	SUBJECT OF PICTURES	COST	RECEIPT ENCLOSED: Y/N	COMMENT

(c) Other

Please give details of any other items of loss or expenses not covered above

DATE	ITEM	COST	RECEIPT ENCLOSED: Y/N	COMMENT

2 - CONSENT FORMS AND DECLARATION**2.1 - GENERAL PRACTITIONER RECORDS**

I HEREBY AUTHORISE THE RELEASE OF ALL GENERAL PRACTITIONER RECORDS TO { MERGEFIELD PRACTICEINFO_PRACTICE_NAME *Upper }, { MERGEFIELD client_no }, { MERGEFIELD PRACTICEINFO_HOUSE *Upper }, { MERGEFIELD PRACTICEINFO_AREA *Upper }, { MERGEFIELD PRACTICEINFO_POSTAL_TOWN *Upper }, { MERGEFIELD PRACTICEINFO_POSTCODE *Upper } CONFIRM THAT THE RECORDS ARE SOUGHT IN RELATION TO CLAIM FOR PERSONAL INJURY ARISING OUT OF AN ACCIDENT AND THAT NO ACTION IS INTENDED AGAINST MY GENERAL PRACTITIONER.

SIGNED:

DATED:

2.2 HOSPITAL RECORDS

I HEREBY AUTHORISE THE RELEASE OF ALL MY HOSPITAL RECORDS TO { MERGEFIELD PRACTICEINFO_PRACTICE_NAME *Upper }, { MERGEFIELD client_no }, { MERGEFIELD PRACTICEINFO_HOUSE *Upper }, { MERGEFIELD PRACTICEINFO_AREA *Upper }, { MERGEFIELD PRACTICEINFO_POSTAL_TOWN *Upper }, { MERGEFIELD PRACTICEINFO_POSTCODE *Upper }.

I CONFIRM THAT THE RECORDS ARE SOUGHT IN RELATION TO A CLAIM FOR PERSONAL INJURY ARISING OUT OF AN ACCIDENT AND THAT NO ACTION IS INTENDED AGAINST THE NHS TRUST OR HEALTH AUTHORITY.

SIGNED:

DATED:

2.3 DECLARATION

I BELIEVE THE FACTS STATED IN THE ABOVE QUESTIONNAIRE ARE TRUE

SIGNED:

DATED:

NOTES

1. If any section or question is not relevant to you, please leave it blank, cross it through or write 'N/A'.
2. In order to be claimable any financial loss must be reasonably incurred as a result of the accident: losses which would have occurred in any event are not claimable.
3. Please keep a record of all expenditure that has been incurred as a result of the accident.
4. It is very important that you keep copies of all receipts and invoices in respect of any losses or expenses incurred as a result of the accident.
5. Where a claim is made for lost earnings please provide copies of payslips for a period of 13 weeks prior to the accident or provide copies of business records, accounts and **tax** returns for the last few years if self-employed.
6. Please obtain estimates for items or services that you wish to benefit from in the future.

Trial Bundle Index

IN THE { MERGEFIELD TK PICOURTDETS tkCIVILCRT name * UPPER }

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

TRIAL BUNDLE INDEX

<u>No.</u>	<u>Document</u>	<u>Date</u>	<u>Page</u>
------------	-----------------	-------------	-------------

Orders and Pleadings

1.

2.

3.

Correspondence

Documents

Witness Evidence

Miscellaneous

Valuation Checklist

Valuation/Part 36 Checklist:

OUR REF: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD client_no }/{
MERGEFIELD matter_no }

ACTION	CHECK
Is the Accident Date correctly reflected in the medical report?	
Re-check Limitation Date	
Checked Attendance Quantum? Re-assess value for dossier	
Is the schedule up to date?	
Client valuation mandate signed and returned?	
If source is Institutional Client, have they been updated?	

Signed(Supervisor)

Dated.....

Wit 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 }

Your Ref:

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

{ MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD
TK_PIWITDETS1_tkWIT1FORENAME } { MERGEFIELD TK_PIWITDETS1_tkWIT1SURNAME
}
{ MERGEFIELD TK_PIWITDETS1_tkWIT1ADDRESS }

Dear { MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD
TK_PIWITDETS1_tkWIT1SURNAME }

Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d*"Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@ "MMMM
yyyy }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD "LINKNAME_SURNAME_1" }

I write further in respect of this matter.

The Court is shortly due to list this matter for Trial and I should be grateful if you could provide me with any dates to avoid during the month(s) of { ASK month "Enter month(s) during which trial may be held." }{ REF month }.

I look forward to hearing from you as soon as possible.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Wit 1 Let Enc Blank Statement

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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 }

{ MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD
TK_PIWITDETS1_tkWIT1FORENAME } { MERGEFIELD TK_PIWITDETS1_tkWIT1SURNAME
}
{ MERGEFIELD TK_PIWITDETS1_tkWIT1ADDRESS }

Dear { MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD
TK_PIWITDETS1_tkWIT1SURNAME }

Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@ "MMMM
yyyy }

Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }

Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD "LINKNAME_SURNAME_1" }

Your name has been given as a witness to an accident and we should be most grateful if you would kindly complete this form and return it to us as quickly as possible using the enclosed stamped addressed envelope.

If you wish to telephone me please be ready to give your full reference above and if I am not available please be ready to leave a detailed message with one of my colleagues all of whom will be happy to take the message. If they are able to deal with the matter they will do so, if not they will refer the matter to me and I will contact you.

Thank you for your help.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

Wit 1 Let Enc Copy Statement

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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 }

{ MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD
TK_PIWITDETS1_tkWIT1FORENAME } { MERGEFIELD TK_PIWITDETS1_tkWIT1SURNAME
}
{ MERGEFIELD TK_PIWITDETS1_tkWIT1ADDRESS }

Dear { MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD
TK_PIWITDETS1_tkWIT1SURNAME }

Accident Date: { MERGEFIELD
TK_ACCDETS_tkACCDATE\@"d"*Ordinal } {
MERGEFIELD TK_ACCDETS_tkACCDATE\@ "MMMM
yyyy }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } {
MERGEFIELD "LINKNAME_SURNAME_1" }

I enclose a copy statement I have prepared from your instructions. Please read it carefully. Occasionally there can be errors of fact or of emphasis in statements and obviously it is for you to confirm the facts are correct. Please write to me with your observations or if there are any points which cause concern. It is important that you should approve the statement for the following reasons.

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Yours sincerely

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

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

Wit 1 re Trial Date

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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 }

{ MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD TK_PIWITDETS1_tkWIT1FORENAME } { MERGEFIELD TK_PIWITDETS1_tkWIT1SURNAME }
{ MERGEFIELD TK_PIWITDETS1_tkWIT1ADDRESS }

Dear { MERGEFIELD TK_PIWITDETS1_tkWIT1TITLE } { MERGEFIELD TK_PIWITDETS1_tkWIT1SURNAME }

Accident Date: { MERGEFIELD TK_ACCDETS_tkACCDATE\@"d"*Ordinal } { MERGEFIELD TK_ACCDETS_tkACCDATE\@"MMMM yyyy" }
Location: { MERGEFIELD TK_ACCDETS_tkACCLCATION }
Our Client: { MERGEFIELD "LINKNAME_FORENAME_1" } { MERGEFIELD "LINKNAME_SURNAME_1" }

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Wit 2 Dates to Avoid

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Wit 3 Let Enc Blank Statement

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Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
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Wit 3 re Trial Date

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Wit 4 Dates to Avoid

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"TK_PIWITDETS2_tkWIT4FORENAME" } { MERGEFIELD
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Dear { MERGEFIELD "TK_PIWITDETS2_tkWIT4TITLE" } { MERGEFIELD
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Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }

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

