

# CLIENT GUIDE TO LITIGATION MATTERS

## INTRODUCTION

You have asked this firm to represent you in circumstances which may give rise to court proceedings, i.e. litigation. Because every case is different, it is impossible to give you a general guide as to what will happen except for a few basic guidelines as follows.

## HOW YOU CAN HELP US

To be able to deal with your case to the best of our ability, we rely wholly on you providing us with the necessary information. We need from you clear instructions about what you wish us to do. We need to know if you have any important time limits. We need to ensure that we have understood each other correctly, so do ask if you are not sure about anything. On various occasions we shall be asking for information and it is important that you deal with these questions promptly. Please do not feel afraid to ask for a progress report if you are worried about anything and do not hear from us. Unless it is very urgent, it is easier for this to be dealt with by means of a letter than a telephone call and it also gives you a record should you ever have the same query or if a similar query arises at a later stage. If your circumstances change or other information comes to light then it is important that you inform us of this. New information can lead to a change in our overview of the situation and the advice we give you.

## FEES

This firm calculates its charges on the basis of all time spent on your case. This includes all telephone calls, correspondence and meetings. Our charges are based on an hourly expense rate. This may vary from time to time according to the person dealing with the particular aspects of your matter. If you wish to place a limit on the costs you wish us to incur on your behalf, then you must make this clear as soon as you make this decision.

## COSTS ORDER

Whether or not any other person is ordered to pay your costs you will personally be responsible for payment of your own solicitors account in full, regardless of any order that is made. Even if you win your opponent may not be ordered to pay the full amount of costs which have been incurred for you. Please note that we shall use our best endeavours to obtain an indemnity from the third party for your costs.

## FIXED COSTS

In case involving litigation arising as a result of an accident on the road, then if your case is settled before the issue of court proceedings, then the amount of contribution to your costs the defendants will be required to meet is restricted by law. We want you to get all of the damages that the defendants agree to pay you, and so we shall deal with your case (should court proceedings not be necessary) in such a way that the fixed costs will cover your legal fees. Our best estimate of the Fixed Costs (which may or may not be subject to an uplift that the defendants pay, depending on whether you are on a conditional fee agreement or not) of this action are based on a typical case that settles for £3,000 damages. Costs will then be £1,400 plus VAT of £245. Disbursements are £50 for GP Records, £50 for Hospital Records and £350 for a medical. Should we have to depart from the fixed costs case plan, we shall notify you BEFORE we do it, and get your consent to undertake any extra work, and we shall agree the cost of that work. In the majority of cases there will be no need for that additional work.

Your case is one that arises from a road traffic accident. Accordingly, our case plan for your case is as follows:-

1(a) We shall consider with you the various ways of funding your case. We shall use that which minimises the risks to you and is the most cost effective.

1(b) After advising you about what you can claim for, and how, we shall obtain sufficient information to present your claim for damages. (This will include organising a medical for you, if required)

1(c) Compile sufficient evidence to establish that the person you say caused the accident was negligent (the guilty party).

2. Contact the guilty party's insurers and establish that they accept blame.

3. If they accept blame

3(a) we shall advise you on the value of your case and make an offer to the guilty party's insurers of how much we and you believe your case is worth (called a Part 36 offer)

3(b) if they accept our valuation, we shall obtain your cheque and take steps to recover the legal costs from them.

3(c) if they do not accept our valuation, we shall consider, with you, their counter offer, and either negotiate or issue court proceedings.

4. If they do not accept blame, we shall issue court proceedings.

## **ISSUE OF PROCEEDINGS**

We issue proceedings and serve them on your opponent. Your opponent then has a fixed time to either admit liability, or set out the details of their defence.

If no defence is filed at the court by your opponent, we can "enter judgement" as a result of the failure to defend, the court will then look to fix a hearing for a judge to decide on the amount of compensation, you should be awarded.

If a defence is filed, a Judge will decide what evidence needs to be prepared to ensure that the case can heard, and the timetable to which all parties to the case must comply, so as to get the case to trial in the most appropriate time scale.

Normally, by this stage, we will be utilising a barrister for your case, and that barrister will be the person to represent you at the trial.

At any time before the trial, if your opponent makes an offer to settle the case that you find acceptable, the case can be terminated upon payment by your opponent of your agreed compensation and costs.

Otherwise, the Judge will decide the outcome of the dispute at a full trial, and, if you win, will also decide on what compensation you should receive, either at the trial, or at a later hearing.