

WBL Logbook Sheet Template

Name: [REDACTED]	
Learning Outcome and example number e.g. 1.1(1), 1.2(2), 1.2(1) 1.2(2) etc.	Page numbers from portfolio
2.3(1)	65 - 68
Evidence provided and date of evidence e.g. Letter to client dated 01.01.2020 Telephone attendance note dated 01.01.2020	
Letter to Claimant's Solicitors dated 16 June 2021	
Explain how the example meets the learning Outcome and how the evidence shows this	
<p>Identify and address all relevant factual, legal or evidential issues arising in a case: I reviewed a letter before claim sent by the Claimant's solicitors and established that there were a number of factual, legal and evidential issues in a claim being brought by the Claimant arising from an incident between the Claimant and my client's agent.</p> <p>I identified issues with the particulars of negligence, vicarious liability, the applicability of Section 29 of the Equality Act, the relevance of aggravated and / or exemplary damages, the alleged injuries and lack of medical evidence to support the alleged injuries, the alleged expenses and losses and lack of evidence disclosed in support of those alleged losses and the in-correct reference by the Claimant's solicitors to a Pre-Action Protocol for abuse claims. I ensured that I addressed each and every issue in my letter.</p> <p>Apply relevant law and procedure in the context of your communication: The relevant law in this was case with the Equality Act 2010. The procedure was advising the Claimant of my client's position as per the Pre-Action Protocol for Personal Injury Claims.</p>	
<p>Reflection and evaluation Describe what you learnt from the activity you undertook to meet the Learning Outcome. You may want to complete this section at a later date once you have had time to reflect on your practice and experience.</p> <p>I understand the importance of setting out all the issues to the Claimant in order to ensure that my client complies with its obligations under the Pre-Action Protocol for Personal Injury Claims in ensuring that my client acts reasonably in exchanging information relevant to the dispute before proceedings are issued. In this instance, the letter also successfully discouraged the Claimant from issuing proceedings against my client.</p>	
<p>Supervisor's Name</p> <p>Please print the full name of the supervisor that supervised the work referred to above within this logbook sheet and the supporting evidence.</p>	[REDACTED]

[REDACTED]

16 June 2021

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

By post and email

Email: [REDACTED]

Dear [REDACTED]

Your Client: [REDACTED]

Our Client: [REDACTED]

1. We refer to the letter before claim dated 6 May 2021 which you sent to [REDACTED] on behalf of your client, [REDACTED]
2. As you are aware, we are instructed on behalf of [REDACTED] (**Our Client**) and ask that all future correspondence is directed to us.
3. This letter is written in accordance with paragraph 6 of the Pre-Action Protocol for Personal Injury Claims.

Your Letter of 6 May 2021

4. For the sake of clarity, we will address specifically the contents of your letter to Our Client dated 6 May 2021 (**Letter Before Claim**).
5. It is noted that you are instructed by [REDACTED] (**Your Client**) to act on his behalf to recover damages in relation to an incident which took place on 2 April 2021.

Liability

6. Liability is denied as further outlined below.

Details of the incident

7. Your client's description of the incident is noted.
8. You state that correspondence dated 6 April 2020 is attached, however, this was not attached to the Letter Before Claim. We require a copy please.

Particulars of Negligence

9. In relation to the Particulars of Negligence, Our Client will say as follows:
- [REDACTED]

- 9.1 Numbered paragraph 1 is neither admitted nor denied as follows:
- 9.1.1 In relation to paragraph 1a., if, which is not admitted, Our Client's Agent came to any assumption about Your Client, an assumption is not in and of itself unlawful. In what way did Our Client's Agent assume that Your Client was a criminal, and how does Your Client assert that his ethnic origin had anything to do with this or what was said to him?
 - 9.1.2 In relation to paragraph 1.b in what way do you assert that the behaviour in question was racist, and 'grossly racist'? You have simply made a bald, but very serious allegation here, and you must explain it in detail. What is your definition of 'grossly'?
 - 9.1.3 In relation to paragraph 1.c, this is denied. It is denied that it was Our Client's Agent who created an intimidating and hostile environment given that it was Your Client who pursued Our Client's Agent, requiring Our Client's Agent to pull over and engage with Your Client. Further, it is denied that the conduct and behaviour complained of could have had the effect on Your Client that you say it did, even if Your Client's version of events is correct, which is denied. In what way was the behaviour complained of "intimidating, hostile, degrading and humiliating"? Again you make a bald and very serious assertion without any attempt to explain or justify it.
- 9.2 Paragraph 2 is denied and you are required to specify what type of training and supervision you allege has not been provided to Our Client's Agent.
- 9.3 Paragraph 3 is admitted in so far as Our Client accepts that it is vicariously liable for the actions of its employees where they are carried out in the course of employment. Our Client's driver was not an employee of Our Client but was an agency worker, employed by Agency Extra Staff.
- 9.4 Paragraph 4 is denied in the strongest of terms. Section 29 of the Equality Act (**the Act**) relates to discrimination in the course of the provision of services and is clearly not applicable. No service was being provided to Your Client pursuant to section 29 of the Act at the relevant time. Further, section 29 of the Act does not create a cause of action in negligence for claimants. Your reliance upon it here is utterly misguided and wrong. In any event, Your Client's claim is clearly described as being one of alleged negligence, and therefore references to the Act are irrelevant.

Particulars of Aggravated and/or Exemplary Damages

10. It is unclear what you mean by 'Particulars of Aggravated and / or Exemplary Damages'. Is it Your Client's case that such damages would be appropriate in this case? It would be helpful if you would clarify this and set out properly why (if that is indeed the case) you consider them to be relevant.
11. In the meantime, in relation to the 'Particulars of Aggravated and / or Exemplary Damages', Our Client will say as follows:
- 11.1 Paragraph a) is denied. Clearly, neither Your Client or Our Client can claim to know how Our Client's agent "regarded" the Claimant.
 - 11.2 In relation to paragraph b) it is of course admitted that the altercation between Your Client and Our Client's Agent took place in a public space, but our instructions indicate that only one passer-by had any involvement with the incident, and it appears most unlikely that any of the alleged comments made by the driver were overheard by anyone else, even the passer-by . As stated above, the environment in which this altercation took place was created by Your Client who pursued Our Client's Agent, requiring Our Client's Agent to pull over and engage with Your Client in a public place. It is therefore denied that the incident took place "without provocation" and, again, neither Your Client or Our Client can claim to know what Our Client's Agent's intentions were at the given time.
 - 11.3 In relation to paragraph c), you are required to particularise in what way Our Client's Agent was "unlawful" to enable us to respond. You cannot simply declare Our Client's Agent to be unlawful without identifying the law Your Client claims to have been violated by Our Client's Agent. In

relation to the allegation that Our Client's Agent engaged in "oppressive conduct", it is denied that this single incident can possibly have amounted to oppressive conduct. Why does Your Client say that it was "oppressive"?

11.4 Paragraph d) is denied and paragraph 11.3, above, is repeated.

Injuries and Loss

12. Your description of Your Client's alleged injuries are noted. We note that no medical evidence has been provided to date. We do say at this stage that the injuries that Your Client alleges to have suffered appear at this stage to be out of all proportion to the nature of the incident, even if Your Client's version of it is proved. Further, Your Client is put to strict proof as to causation and remoteness.

Expenses and losses

13. Your description of Your Client's alleged expenses and losses are also noted. We note that no evidence in support has been disclosed. We also require you to set out why Your Client will incur loss of earnings and why he will incur care and assistance costs. What treatment will he require? We suspect that this part of your letter, as indeed most of the rest of it, is a standard form letter that your firm uses in most alleged personal injury claims by Your Client.

Identity

14. Our Client is [REDACTED] with a registered office address of [REDACTED]

Documents

15. You refer to considering certain categories of documents as being relevant but then completely fail to say what they are.

16. Your request for disclosure has not been properly made, or even at all. Indeed, your threats regards costs upon failure to disclose documents are completely unreasonable in the light of this.

ADR

17. Our Client notes your position on ADR, but in view of Our Client's position on liability, at this stage we see little to be gained from ADR.

Conditional Fee Agreement

18. We note your Client's funding position. Please provide further details.

Pre-Action Protocols

19. We consider that the Pre-Action Protocol for Personal Injury Claims applies. You refer to a Pre-Action Protocol for Abuse claims; there is no such thing.

Mitigation of Loss

You are required to clarify in what way you expect Our Client to mitigate Your Client's alleged losses.

Summary

20. Your letter is vague, poorly set out, nebulous and confused. The core allegations appear to confuse causes of action and you fail to set out the basics of a claim in negligence and / or discrimination.

Yours faithfully

[Redacted signature]

[Redacted signature]