

Name: [redacted] Membership no: [redacted]

1. Competency: 2 Learning Outcome: 2.2

Use suitable language in communication.

2. Evidence provided:

Letter to Claimant's solicitors.

3. Outline how the evidence demonstrates you meet the outcome

Use clear language: The letter demonstrates my ability to write a letter to a third party who was refusing to enter into negotiations.

Suitable professional practice, politeness and respect: The letter demonstrates that I can communicate in a robust and forceful manner while remaining professional. The letter explains why I have felt it necessary to write such a letter and provides the legal basis on which I contend that the third party should respond to my attempts to negotiate settlement of the claim.

Tailor language: As the recipient was a third party solicitor, I made sure that the letter was constructed in concise and clear language with reference to the relevant case law where appropriate.

Why suitable: The third party solicitor was refusing to enter into any form of negotiation to settle the claim. This delay was detrimental to my client's best interests, therefore it was appropriate to make the third party solicitor aware of the difficulties I was encountering when trying to deal with them and to explain my position. The tone of the letter remains professional and invited the third party solicitor to engage in the negotiation process, but outlines further action that will be taken should they continue to refuse to do so.

4. Reflection and evaluation (what you learnt from the activity you undertook to meet the outcome). Note: you may want to complete this section at a later date once you have had time to reflect on your practice and experience.

I understand the importance of acting courteously at all times when dealing with other firms and I understand that this must be balanced by progressing matters in a timely fashion as this is in the best interest of my client. I understand the need to sometimes take a robust approach with firms who refuse to enter into negotiations while maintaining a professional attitude.

5. Completion date: 07.06.13

6. Signed (applicant)

[redacted signature]

Date: 12/10/13

7. Signed (supervisor)

[redacted signature]

Date: 17/9/13

Your Ref: [REDACTED]
Our Ref: [REDACTED]

[REDACTED]

Solicitors

L [REDACTED] Solicitors
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

BY FAX & DX: [REDACTED]

07 June 2013

Dear Sirs

Your Client: Miss K [REDACTED] K
Our Client: N [REDACTED] M [REDACTED] I [REDACTED]
Their Insured: Mr P [REDACTED] M [REDACTED] H [REDACTED]
Accident Date: [REDACTED]

WITHOUT PREJUDICE SAVE AS TO COSTS

We refer to previous correspondence and in particular our offer of 5 April 2013. This offer has been outstanding for over two months and we have never had the courtesy of a reply despite chasing regularly by e-mail and letter. We also note that you refuse to answer telephone calls from third parties.

We remind you that in accordance with the overriding objective in CPR 1.1 you have a duty to negotiate to facilitate settlement in the interests of dealing with the matter expeditiously and with a view to saving expense. We refer you to the comments in *Painting v University of Oxford* [2005] ADR.L.R. 02/03; "Negotiation is supposed to be a two-way street, and a claimant who makes no attempt to negotiate can expect, and should expect, the courts to take that into account when making the appropriate order as to costs". We also refer you to the costs consequences of a claimant's refusal to negotiate in the decision of *Multiplex Constructions (UK) Ltd v Cleveland Bridge UK Ltd*, [2008] EWHC. We will bring your firm's complete refusal to the attention of the court when it comes to the issue of costs.

We note that Directions Questionnaires are to be filed by 21 June. Please let us have your client's response to our offer prior to this date or explain the reasons for the delay in obtaining instructions.

Yours faithfully

[REDACTED]