

HARRINGTON & CO. SOLICITORS.

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06/03/2026.

Ms. Daniela Foster.

10 Oxford Street, Swansea,

SA1 9HL.

Dear Ms. Foster.

Harrington & Co. Solicitors have assessed the first meeting held between Client/injured party & with careful consideration; Harrington & Co have decided to act on the information provided & have agreed to start the claims process on request of the client.

Harrington & Co. Solicitors is regulated by the Solicitors Regulation Authority [SRA], (2019) & are authorised to provide advice & care to clients through the firms' guidance & services.

Personal Injury claims department.

Harrington & Co. Solicitors have a respected record for winning all 'Personal Injury' claims against potential lawsuits ensuring a track record for success in Civil Litigation proceedings.

Injuries sustained.

1. Fractured wrist.
2. Soft-tissue neck injuries.

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Funding Options.

Union Funding.

Understanding the client's involvement with 'GMB' Unions law firm – 'UnionLine' the client can make a claim through their website as follows: <https://www.gmb.org.uk/unionline/personal-injury-claimGMB> Union [GMB], (no date). GMB Union offer an array of legal services for their Union members & provide comprehensive cover for all 'Personal Injury' claims/cases.

Insurances: Contents: Legal expenses.

According to The Law Society, (2026), a client can cover the costs of a legal issue using 'Legal Expense Insurance' (LEI) better known as 'Before the Event Insurance' (BTE) legal expenses insurance. Different to 'After the Event Insurance' (ATE). What this means is that the client can opt in to the insurance's coverage although the costs may also be subject to solicitor fees.

The advice would be to consult with a solicitor linear to the insurance investigations. This product can be strengthened by the additional information provided by the Financial Ombudsman Service, (2022).

Retainer.

Harrington & Co. Solicitors would like to make the client aware the term 'solicitor retainer' & would like to offer the opportunity to discuss further the possible options available. According to Judge Law, (2026) there are 3 separate payment structures that involve.

1. Hourly rate
2. Fixed fees.
3. Retainers.

The 3 options are all in the discretion of the client. A key case to examine is that of 'Miller v Irwin Mitchell LLP' (2022), Robbins & Roots (2022). The case provides the information involving the importance of a retainer for both clients and firm.

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Private funding.

Private funding options available can vary from an estimation of £60 - £400 depending upon the nature of the claim with some cases estimated far higher. According to the Legal Ombudsman, (2021) it is the solicitors' duty to provide a client with such advice on funding, the advice provided above is not inclusive of 'court fees', 'barrister fees & also any other costs involved. Private funding is a possibility. However, there are an array of funding options to choose upon. The advice would be to look at the following options available.

CONDITIONAL FEE AGREEMENT.

A 'Conditional fee agreement' can be reached and understood by the base rate of the solicitors' hourly rate payment. The charging rate has a maximum of 100% & is not based on any percentage of money recovered by the client.

What this means is that the solicitor shall receive no payment if the case is lost (Browne, 2023, p. 20). A 'Conditional Fee Agreement' is examined in s. 58(2)(a) of the (*Courts and Legal Services Act 1990*). The provisions can support clients understand their legal rights.

Legal costs. Example. Charges not subject to actual legal costs.)

1. £60. Hourly rate, chargeable.
2. Success fee percentage: 100%.
3. Amount of success fee: £60.
4. Total hourly charge for a win: £120.

Harrington & Co. Solicitors will not receive any form of payment/base costs from the damages. This shall provide the client with 100% of success fee. The firm can obtain 'After the Event' insurance estimated at £450 payable by the client Ms. Foster. (Check 'ATE' section for further information.) A client may be subject & liable for their own incurred legal costs & should consider any options available (Browne, 2023, p. 20).

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The success fee.

When the claim is successful, the client is to pay the base-rate of legal fees. The disbursements and success fee is also payable by the client. Amount is not based or limited by recoverable damages. The client can claim from the opponent to cover the charges & disbursements. The success fee is unattainable from the opponent evidentially amounting to the understanding the client handles the success fee payment in full (Browne, 2023, p. 21). A key case to support the clarity of the 'succession fee' is that of 'Halloran v Delaney' (2003). The case proves the point of how important it is for a solicitor to act with integrity & the recoverable measures upon the success fee if in any question.

Disbursements.

According to Nash, (no date) disbursements are the legal costs accumulated that does not include the solicitors' fees. The client is to be made fully aware of what disbursement costs involve before making an informed decision on whether to continue with Litigation proceeding. Here are some disbursements examples.

1. 'Court fees.'
2. 'Expert fees.'
3. 'Counsels' fees.'
4. 'Arbitration or mediation fees.'
5. 'Witness expenses.'
6. Solicitors travel expenses & administrative expenses. (Letter writing, photocopying.)

Disbursements & costs issued by the courts can be examined in Part 44, r.44.1, 44.2, 44.3 of the *(Civil Procedure Rules 1998)*.

An important rule to consider is that of r.44.3(2)(a) of the *(Civil Procedure Rules 1998)*.

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Key cases.

A key case to examine is that of 'Crane v Canons Leisure Centre' (2008) the case involves all the relevant information involving, Solicitors work and costs payable, 'CFA's & Success fees. If there is a breach of skill & care from the solicitor, the key case of 'Inventors Friend v Leathes Prior' (2011) can be examined & for excessive costs then the case of 'Reynolds v Stone Rowe Brewer (a firm)' (2008).

After the Event Insurance. (ATE).

When legal action is unsuccessful involving Personal Injury' claims there are the incurred costs involving disbursements as mentioned above. There is an insurance policy provided according to Allianz (2026). 'ATE' insurance covers against.

1. Barrister fees.
2. Court expenses.
3. Legal reports.

Price estimated for 'ATE' insurance: £450.

'ATE' insurance provides the client with full cover when a case is potentially lost, then the client is covered by Allianz for any payments owed throughout litigation proceedings.

Furthermore, for further protection 'ATE' also covers the full burden of legal costs owed to the opponent if unsuccessful in litigation proceedings.

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End note.

Harrington & Co. Solicitors would like to ensure that you are in expert opinion throughout your time with the firm.

The firm encourage you to correspond with any questions or furtherance of any advice provided.

The success of our clients is paramount & ensure that you have a good case with us on this instance.

Sincerely,:

Claudio Perugini.

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06/03/2026.

Ms. Sarah Collins.

Briefing Note: **Progression of Personal Injury Claim.**

After considerations where the claim has now progressed forward, a good place to start found by (Browne, 2023, p. 26-27) is case analysis & liability, establishing correct legal proponents deemed adequate for a (C) to confidently proceed as found in r. 1.4(2)(e) of the (*Civil Procedure Rules 1998*).

Managing cases correctly whilst actively looking for 'Alternative Dispute Resolutions' through the claims process is paramount. Part 7 of the (*CPR 1998*) is also a strong starting point. In s. 7.2 (1)(2) of the (*CPR 1998*) gives a way for the court to start the proceeding of a claim, the claimant is in control & the courts will issue the N1 claim form for proceedings to start. The particulars of a claim can be found in s. 7.4 (1)(a)(b), (2)(3)(4)(5) of the (*CPR 1998*) & also the relevant steps for the defendant to follow up found in s. 7.5 of the (*CPR 1998*).

These provisions provide information for the (C) & (D) to both understand the courts procedure. Another aspect to look closely at is that of limitation periods. According to s. 2 of the (*Limitation Act 1980*) the end date from when the tort was committed is 6 years. This should give ample time to both parties. It would also be beneficial to investigate s.11 of the (*LA 1980*) looking into unique circumstances. The act provides guidance upon all the correct legislation in place. This can send the claim to the facts & questions of whether the defendant is insured.

In motor claims it is important to identify the solvency of the (D) by asking the question is the (D) insured? these fall under s.143 & s.145 of the (*Road Traffic Act 1988*). Claims against uninsured drivers can be pursued by the 'Motor Insurance Bureau.' The 'MIB's' 'Provide support & compensation to victims of uninsured and hit- and-run drivers Motor Insurance Bureau [hereafter MIB] (no date). What this can then provide in proceedings is a furtherance for a claimant to correspond with the (D) with what is known as 'Pre Action Protocol for Personal Injury Claims.'

According to (UK Government, 2024) there is an illustrative flow chart known as 'Annexe A'. What this provides is full understanding of the severity of the claim and ensures the facts/figures, injuries and parties involved. The 'Pre Action Protocols' are governed by the (*CPR 1998*) with amendments being made in s.3 of *The (Civil Procedure (Amendment) Rules 2010*) stating the facts regarding 'Road Traffic Accidents' involving 'Pre Action Protocols' amending notice periods for the (D) to adhere with & can be further found in Ss. 2, 3 of the (*CPR 2010*). This all points to the facts that the defendant is to comply, understand and respond to corresponding letters from the (C) whilst providing withdrawals, admissions, causation factors including discussions disclosed before proceeding move forward with permissions confirmed from both sides. This can be done with a form called a 'B1 Letter of Claim', 'Annexe B, providing a template for the (C) to correspond with the (D) as explained via a letter (UK Government, 2024).

According to (UK Government, 2023) the correct pathway or track for the client in this particular claim is the 'fast track' with a N149B (FT) form or 'intermediate track' with a N149D (IT) form. There are two options with claim values ranging from 10k all the way up to 100k in compensation as found in the part 28 of the (*CPR 1998*). Section II (UK Government, 2023). This would rule out the 'small claims track' as it designed for lower value cases where the 'multi track is for the more complex cases & also provides guidelines to time limitations.

These provisions are found in s. 26.9 (1)(a)(2)(3)(4)(5)(6)(7) of the (*CPR 1998*). All the provisions provide guidance on Road traffic accidents, Personal injury, compensation & of course all the relevant tracks providing a good foundation to examine for the client.

The next factor to consider is the evidence to support the claim and can be found in s. 5. Part 28.14 (2)(3) of the (*CPR 1998*). The provisions provide the points made regarding

evidence & also the relevance of the 'intermediate track' giving clear understanding for the clients claim. According to (UK Government, 2023) evidence is found in part 32 r. 32.2 of the (*CPR 1998*) providing a foundation of how evidence is to be examined relating to the witness & presented promptly before any trial commencements. What this can provide is a good idea to support smoothness in any pre litigation proceedings it can help the claim gain valuable traction to support the (C) or (D). Evidence can also become a vital part of the claim where a solicitor & client discusses further the steps to be taken whilst establishing evidence, gathering statements, proving of evidence before evidence no longer exists Browne (2023, p.6). All the correct amendments to evidence can be found in the (*Evidence Act 1995*), the legislation provides all the correct enactments surrounding damages.

The understanding of damages can be found in s. 32A of the (*Senior Courts Acts 1981*) & also identically emulated in s.51(1) of the (*County Courts Act 1984*), (UK Government, 2023). There is also a key case relating to damages establishing the 3 – stage test coined in 'Willson v Ministry of defence' (1991) links legislation to the case justly & can also link to the key case of 'Mathieu v Hinds and another' (2022), proving the importance of the 3 stage test and how this can affect the final outcome relating to compensation. What this provides is the scope of proceedings if a client decides to move forward in proceedings with a firm in a civil litigation claim with all the complexities and different stages to expect in all circumstances relating to 'Personal Injury' there is a more in depth discussion, analysis or even understanding which would take far more detail than an overview really. However, this should suffice any real problems within such circumstances.

Sincerely.

Claudio Perugini.

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