

PRE-ACTION PROTOCOL

Re:

Claims for a Specified Sum of Money

- 1.1.** This protocol has been kept deliberately simple to promote ease of use and general acceptability. It applies where the only claim (not taking into account interest and costs) is for a specified sum of money, but it does not apply to claims for damages for negligence arising out of an accident.

LETTER OF CLAIM

- 1.2.** The claimant must send to the proposed defendant a letter of claim which should contain a clear summary of the facts on which the claim is based together with any relevant statement of account and the essential documents on which the claimant relies to support the claim. A recommended letter of claim is at Appendix I to this Protocol.
- 1.3.** The letter must also state -
- (a) the amount due and owing to the claimant;
 - (b) where the claimant is claiming interest;
 - (i) the entitlement to interest (whether by agreement or otherwise);
 - (ii) the amount of interest due as at the date of the letter;
 - (iii) the rate at which interest is calculated; and
 - (iv) the rate and the amount per diem at which interest accrues after the date of the letter;
 - (c) the amount of costs which the claimant claims.

LETTER IN RESPONSE

- 2.1.** The defendant should reply within 14 calendar days of the date of receipt of the letter indicating whether he admits the claim by filling out the Defendant's Form in Appendix 2. If there is no reply the claimant is entitled to issue proceedings.
- 2.2.** If the claim is not admitted, the defendant should give detailed reasons why the claim is not admitted and enclose copies of the essential documents in his possession on which he relies. If he relies on documents which are not in his possession, he should identify those documents.
- 2.3.** If the claim is admitted, the defendant should provide proposals for the repayment of the debt, give full particulars of his income and assets and send any documents that support the particulars, in order to enable the claimant to evaluate the proposal properly.
- 2.4.** The claimant is not obligated to accept any proposal made by the defendant. If he rejects the proposal, he should notify the defendant of the rejection and the reasons for it and of his intention to commence proceedings.
- 2.5.** The Court will expect the parties to act reasonably in making and considering proposals.
- 2.6.** The admission of the claim with or without an agreement on terms of payment, of course, does not preclude the claimant from issuing a claim and obtaining judgment in accordance with RSC Part 14.