



Guide for agencies assisting individuals with civil recovery claims

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Authorisation to allow RLP to be able to deal with a third party

Data Protection Act 1998

Due to the Data Protection Act 1998 (DPA) we cannot discuss an individual's case with a third party without the explicit permission of the individual. The DPA makes no distinction between children and adults. If we were to correspond directly with someone else without the individual's consent this would breach the First Principle of the Act.

If you wish to act on behalf of your client (the defendant) we require either of the following

1. A letter signed by your client giving permission for you to deal with the matter on their behalf. Please note if not stated to the contrary we will apply your authorisation to matters of correspondence and communication only. Should it become necessary to issue court proceedings we will seek further clarity as to whether you are in a position to accept service of proceedings.
2. A signed Form of Authority, which will confirm you as their authorised representative. Should you require a template, our version is attached as appendix A to this document or as a downloadable PDF version (Authorised Representative Form) from our website.
3. A telephone call to our Claims Department on **0115 970 6231** to advise of your involvement in the case. The individual you are representing must be present with you at the time of the call as we will need to go through our DPA checks with them to confirm their permission. Please note, all our calls are recorded. Please note if not stated to the contrary we will apply your authorisation to matters of correspondence and communication only. Should it become necessary to issue court proceedings we will seek further clarity as to whether you are in a position to accept service of proceedings.

We cannot liaise with you in relation to the case until permission has been granted by one of the methods stated above.

Where we seek clarity, as to whether you are in a position to accept service of proceedings, if you are unable, we will revert at this point to your client at the home address provided. Where this cannot be established, proceedings will be issued upon the Defendant at the home address provided, in accordance with Part 6 Civil Procedure Rules 1998 ("CPR").

We will only revert back to your client if you stop communicating or corresponding with us as we will have to assume at that point that you are no longer instructed.

Assisting those who are experiencing financial difficulties

Important Information

Our clients are reasonable and ethical companies. Under the core principles for civil recovery, where it can be demonstrated and evidenced that the claim would cause your client extreme long term financial hardship to them or their children, our clients will refrain from pursuing the claim, provided that they are not involved in any further incidents at any of our client members' premises, which are part of the National Civil Recovery Programme.

Where other evidence of financial hardship is submitted, with a request that it be considered, our clients take a reasonable view and consider your client's circumstances on a case by case basis.

There is no legal requirement to take a Defendant's financial circumstances into account, when considering whether to pursue a claim for damages. Our clients take social responsibility seriously and the decision not to pursue those in severe financial hardship is an ethical one.

Where there is a question of financial hardship our clients take a view on a case by case basis, and where possible, offer alternatives to Court Proceedings. Such alternatives include deferring payment, negotiating a reduced settlement, or offering to accept payment by way of instalments. When considering these options our clients will consider issues such as essential and non essential expenditure. We can only however advise our clients on these issues where a Defendant provides the requisite information regarding financial circumstances. It is therefore in your client's best interest to ensure that the evidence supplied is comprehensive and supported by copies of salient documentation.

Whilst we appreciate that requesting such information may seem intrusive, your client's circumstances cannot be taken into account without evidence. Your client has a duty to try to resolve the matter without the need for Court action, in accordance with the Practice Direction for Pre-action Conduct and the CPR. Supplying information for consideration is usually of benefit to a Defendant. It is in both parties' interests to reach a swift conclusion. Any information provided is processed in strict accordance with the DPA, and is for the sole use for the purposes of the proceedings, in the same way as any evidence adduced in a claim for damages.

Please note, our client's claims are claims for damages, and not claims in debt. Insolvency matters and bankruptcy proceedings have no bearing on our clients' claims for damages, and the claims are not extinguished upon the discharge of bankruptcy. When advising and assisting a Defendant you will need to ensure that your advisers do not treat the claim as a claim in debt, as there are different considerations to be given to a claim in damages for compensation. Our clients' claims for compensation are as a result of a wrongful act/s by your client, at our clients' premises. The time taken by our clients dealing with such matters result in significant disruption to their businesses. They are entitled to be compensated for those losses.

Before corresponding with us regarding debt and financial issues, it is important to establish liability first. For instance, if there is a question regarding liability, your client's financial circumstances may be irrelevant, as no payment can become due unless liability is established.

Step 1 – Request for time to evaluate financial position

Should you wish our client to consider your client's financial circumstances, your client (or you on their behalf) may either telephone our Collections Department on **0115 970 6231** and advise that you are going to send in an income and expenditure statement, for our client to consider. The matter will then be put on hold pending receipt and consideration of your representations.

Alternatively, you may make written representations for us to consider, and the matter will again be put on hold pending receipt and consideration. hold time frame needs to be agreed with our Collections Department over the telephone to prevent any further letters being sent. You may write to our Collections Department at **PO Box 5413, Nottingham NG7 2BJ**.

Step 2 – Providing Financial Information

In order to consider your client's circumstances, we require information of all important finances relating to your client's household income and expenditure.

We also require supporting evidence. We require photocopies of the following:

Income details

- 3 recent pay slips if working
- Recent information which details what DWP and Council/Housing benefits/allowances/grants your client is in receipt of if not working
- 2 recent bank statements / post office statements

Monthly Outgoing details

- Recent rent or mortgage statements
- Recent utility bills for Water, Electricity and Gas
- Outgoings such as insurance, TV Licence
- Recent/current Council Tax bill
- Recent accounts for telephone and media services
- Recent details of any other loans or debt you may have including any arrears
- Recent details of any store/credit cards
- Details of student loans and whether repayment required currently

Please note that all sensitive data is stored in strict compliance with the DPA.

Any "out of the ordinary" expenditures or where payments appear "unusually high" need to be explained to ensure there is full clarity from the outset and the process is not unnecessarily protracted for your client.

Once you have discussed with your client their financial position and what evidence they have to support their circumstances, your client (or you on their behalf) need to complete either the, "Income and Expenditure Record," (Appendix B); the "Record of Examination" (Appendix C); or provide the information in your own form.

Step 3 – Assessment of your Client's Financial Circumstances

Once the above is received, we will assess the situation on our Client's behalf and consider the most appropriate way forward.

Where there is evidence of severe long term financial hardship, the claim may be suspended indefinitely, provided your client is not involved in another incident.

Where there is evidence of some financial hardship, we will consider your client's essential and non essential expenditure and how long non essential commitments are (for example, expensive cable television packages).

We consider a number of options including a reduced payment, a deferred payment, payment by way of instalments or a combination of these.

Where instalments are appropriate please note that we cannot process payments of below £10 due to the costs of administration. For each £10 payment, there is an administration charge of £1.50. Our clients however agree not to charge interest.

You need to therefore decide the frequency of the payments. If your client can only afford £1 per week, you may wish to make an offer of payment of £12 per quarter. Your client would pay less

however, if he were to defer for a year and make a payment of £52, thus paying less administration fees.

If the payment proposal is less than £10 per month and there is no non essential expenditure, or there is no payment proposal to make your client (or you on their behalf) need to complete the **“Record of Examination,”** which is attached as appendix C to this document or as a downloadable PDF version (Record of Examination) from our website.

If your client has no supporting evidence as they live in the home of someone else, or are not the bill payer, your client (or you on their behalf) need to complete the **“Record of Examination,”** which is attached as appendix C to this document or as a downloadable PDF version (Record of Examination) from our website. In addition, it would also be helpful if this could be endorsed by the person responsible for the bill at the household.

If your client has no money coming in and is not entitled to any benefits, it will assist if you advise how your client’s day to day living costs are being met. An explanation as to why there is no entitlement to benefits is also helpful. A person is not entitled to benefits due to refugee status, or being in full time education is different to a person whose benefits are stopped as a result of benefit fraud. Again, this can be dealt with in the **“Record of Examination,”** which is attached as appendix C to this document or as a downloadable PDF version (Record of Examination) from our website.

If your client is waiting for benefits, support or grants, please advise when payments are likely to be received. Your client may then be offered a deferral period.

Again, we appreciate that requesting such information may seem intrusive, however, if this claim is not settled, our clients may wish to consider Court action. If your client (or you on their behalf) do not supply sufficient information regarding your client’s circumstances these cannot be taken into account by our clients.

Please be advised, if proceedings are issued and Judgment granted, your client may be asked to undertake an oral examination by the Court in order to assess finances. This enables the Court to set a tariff to settle the Judgment by way instalments. The information required is the same as above. Unfortunately however by that stage the value of the claim will have increased to include Court fees, costs, interest and enforcement costs. It is therefore in your client’s interests to provide details before that stage.

Step 4 – Payment Proposal

When making proposals, please consider the administration fees above when advising on such proposals.

Where there is non essential expenditures such as an expensive media or broadband package under a year’s contract, payment can be deferred until the end of the contracted period. No interest will be charged provided payment is made under the proposal.

Please note, if your client enters into a pre-action settlement and breaches the settlement by failing to make a payment (without advising in advance) administrative costs will be added. Please therefore ensure when advising your client that any agreement made is capable of being adhered to.

Where settlement is reached, and damages are payable in instalments, our clients do not seek any interest. If the terms of the settlement are not adhered to, and proceedings have to be issued to enforce it, interest is sought at that stage at the Statutory rate of 8% per annum, in accordance with Section 69 County Court Act 1984.

Default costs are usually waived if we are contacted before a missed payment by telephone, as we will not be required to write to your client chasing. In these circumstances, please contact our Collection Department.

What happens next

All action on your client's case will be suspended to allow time for your client (or you on their behalf) provide the relevant information. Upon receipt of this information, your client's circumstances will be assessed, together with any proposal you make. If no proposal is made, we may contact you with our client's proposals. These will depend upon what you provide.

Assisting those who have Other Special Circumstances

Important Information

Sometimes circumstances come to light which affect intent. Where it appears that a genuine mistake has been made, this may amount to a Defence and as such the matter will be closed. Our clients are reasonable and ethical companies and are will to consider all sets of circumstances, whether they affect intent or not.

Where there may be a genuine mistake, or a real defence, ie illness which affected intent, your client is obliged to advise of those circumstances under the Practice Direction for Pre-action Protocol. This requires a Defendant to advise of the circumstances upon which a Defence will rely. If this information is not provided, and a claim is subsequently issued, and such a Defence is later relied upon, a Defendant can be penalised by a costs sanction by the Court.

By way of example, where a person suffers from a mental illness, which affected intent. The matter will be closed, as there is no case to answer, where there is no intent. Where a person suffers from mental illness which did not affect intent, the matter may be suspended indefinitely, provided there is no involvement in another incident.

There is obligation on a Claimant in a civil claim to consider special or "mitigating" circumstances which do not affect intent, but adhering to their core principles our clients take these into account.

These include a broad spectrum of circumstances. They include but are not limited to:

- Psychiatric illness or psychological problems
- Serious health problems, particularly those with terminal illness
- Substance abuse or dependency
- Duress – eg: "my boyfriend is an addict and is violent and made me steal from my employer"
- Problematic menopause
- Trauma of a close family member – eg: "my mother just died" or "my daughter was in a serious road accident".

Please therefore advise as soon as possible of any such circumstances in order for the matter to be dealt with swiftly which is in both parties' interest.

Professional Supporting Information Required

If your client wishes medical circumstances to be taken into account, please provide some evidence. This does not need to be in the form of an expert report pre-issue. It is not usually proportionate in a low value claim to have a full report. We can consider written evidence from a recognised professional body, which could be a letter or from a GP or Consultant to your client or somebody else. We can also consider recent copies of prescription packets.

Please note that all sensitive data is stored in strict compliance with the DPA.

Non Professional Supporting Information

Where your client is asking for other circumstances to be taken into account, such as a death in the family, a copy of the death certificate is helpful.

These circumstances will be dealt with procedurally, in the same way as the financial circumstances set out above.

**Assisting those who are experiencing financial difficulties and have special or
“mitigating” circumstances**

Your client's special or “mitigating” circumstances will be considered in the first instance, followed by their financial circumstances. Both may be taken into account based on the information and evidence detailed under financial circumstances and mitigating circumstances of this document.

The reason we consider special circumstances first, is because, if they put intent into question, the case will not proceed on the basis of no case to answer, and finance will not be relevant.

If the circumstances do not affect intent, but it is appropriate to close it, again, finance will be irrelevant.

If the circumstances do not affect intent, but are not too serious, it is then appropriate to consider finances.

Assisting those who wish to provide a defence and dispute liability

Important information

The claims are not “fines” or “penalties”. They are civil claims for damages. If there is a Defence the claim will not be pursued.

The Practice Direction for Pre-action Conduct and the Civil Procedure Rules 1998 provide that a Defendant must advise of any facts or circumstances which may amount to a Defence. Where a claim is issued and a Defence filed which was not previously notified, a Defendant may be penalised by the Court by way of costs sanctions.

It is therefore important that if there may be facts which amount to a Defence, you advise us as soon as possible. We will then consider these with our client and take further instructions.

If there is any merit in the Defence, the case will be closed.

We may return to you to request further information.

Our clients are well aware of the challenges of everyday life and the everyday pressures that people experience. Our clients exercise their rights in civil recovery as a deterrent against any further incidents and to assist in recouping some of the considerable losses they bear as a result of theft, fraud and criminal damage. They also wish individuals to understand the impact of their actions and accept responsibility for them.

The legal position is, a business invites its customers to its premises for the purpose of browsing and purchasing goods and services. When a customer enters premises to steal or damage goods or interfere with goods e.g. price swap or to procure services without payment, they are acting outside that purpose and are committing a trespass. Where goods are stolen this is also a conversion. Such acts are actionable in civil law.

A business employs staff to fulfil a specific role. Where staff steal or damage goods, or procure services without payment, they are similarly committing a trespass and conversion. There is also a contractual relationship between a business and its employees and there are further implied terms such as a mutual duty of trust of confidence, and a fiduciary duty. These terms are breached where an employee steals or damages goods, or conspires to do so.

Where liability for trespass and/or conversion can be established, the wronged party is entitled to recover its losses which were foreseeable. Damages are available in respect of the goods damaged or stolen, and special damages are available for all other foreseeable consequential losses such as the cost of the disruption to the business, in investigation, security and administrative costs which naturally flow from the wrongdoing. These are long established principles in common law. Any civil proceedings for recovery are entirely separate from criminal proceedings.

Disputes cover an extremely broad spectrum of situations and vary from case to case. Each potential Defence is considered on a case by case basis and the evidence on both sides, in that case.

We recognise that it is likely that both you and your client may be lay people. Once you have discussed with your client the nature of their dispute, should you require a template document to assist in presenting the information, our version is attached to this document or as a downloadable PDF version from our website. Your client (or you on their behalf) need to complete the, “**Defence to Civil Claim Form.**”

if you are a debt adviser and do not have the knowledge or expertise to advise on a civil claim for damages, you may wish to consider whether you have a duty to advise your client to seek other

legal advice from an adviser in that field. This is a guide only, and not to be relied upon by you or your client. Your client is entitled to independent legal advice. We cannot advise due to a conflict of interest. You may have a suitable adviser within your organisation, or your client may be entitled to free advice from another agency.

Dispute to liability – Conflicting Evidence

Where you provide information which conflicts significantly, the claim may proceed. An example is where your client may allege goods were taken by mistake, but where we have evidence from our client that theft was admitted to the Police and/or there is a criminal conviction for theft.

A criminal conviction for theft is admissible in civil proceedings as evidence of the conversion, pursuant to Section 11 Civil Evidence Act 1968.

Un-resolved disputes

Where a dispute cannot be resolved, the only option left is to issue proceedings and to ask the Court to determine liability. Please advise your client that our clients will only issue proceedings where there is compelling evidence on liability and quantum. When proceedings are issued on this basis, and Judgment ordered, your client's liability will increase due to the additional costs of the Court fees, legal costs and interest applied at the Statutory rate of 8% per annum.

Whilst the majority of claims are of very low value, claims which are defended will be allocated to the Fast Track because of the question of dishonesty to be determined. Costs are therefore recoverable and can be substantial.

Where a case is not resolved, our practice is to make offers to settle at a reduced sum, pursuant to Part 36 CPR. This has further costs implications for your client if a claim is issued and our client recovers in excess of the Part 36 offer. Again, if you are not experienced in civil proceedings, you may wish to refer your client for advice on this issue as it is an important one.

Where the issue of proceedings is necessary, please advise at that stage whether you are able and instructed to accept service. If you are not, the claim will be served directly upon the Defendant, pursuant to Part 6 CPR.

Assisting those who are young

Important information

Our clients are well aware of the challenges of everyday life and the everyday pressures that people experience. They are further aware of the additional difficulties faced by young people today.

Young people in certain sectors represent a large proportion of Defendants. As the main aim of civil recovery is to deter, it is important that young people are included. In the absence of any criminal sanction, civil recovery can serve as an effective deterrent on a young person who may otherwise have become more confident in his actions and progressed to further more serious incidents.

Wherever possible our clients' security personnel seek to deter individuals from stealing by maintaining a presence within the store. Our clients have rigorous procedures to follow for juveniles who are stopped and interviewed.

Consideration for age, and circumstances of the young person, together with the details of the incident itself are taken into account in determining an appropriate course of action on a case by case basis. Depending upon juvenile schemes operating in the locality, often this includes local resolution and restorative justice.

Retailers Against Crime (RAC) have undertaken a number of case studies involving teenagers apprehended for shoplifting offences. There can be a number of reasons why such offences are committed. One underlying reason is to fund a drug habit. If not detected in its early stages, this type of problem tends to deteriorate, and leads to other more serious crime including higher value theft, organised crime, prostitution and violence. Our clients are sensitive to these issues.

Research has demonstrated that where civil recovery is discussed as part of workshops with youth offending teams, the feedback is consistent that civil recovery is the one sanction that juveniles consider may act as the best deterrent to further incidents of stealing.

Special or "Mitigating" Circumstances which tend to affect Young People

Where peer group pressure and bullying is cited as the underlying reason behind the wrongful act, RLP on behalf of its clients, treat these matters very seriously and will engage with parents regarding these issues. Neither RLP, nor any of our clients, wish to exacerbate these types of issues. This type of pressure when serious can amount to duress, which is a real Defence, where a case will be closed.

Where a juvenile is especially vulnerable, such as teenage pregnancy or already within the care system and has a social worker, RLP on behalf of its clients may engage directly with the juvenile's social worker to resolve the case. These claims are rarely pursued, unless there are special circumstances (for instance, violence or prolific offending).

If we, or our clients, are made aware that there is a child protection issue, or where there is a belief from the evidence available that a child may be at risk, we will engage with the relevant authorities to bring it to their attention. In those circumstances, a claim for civil recovery would not be pursued.

Gangs often use younger members of the gang to commit offences of theft, as they believe that they will not be prosecuted. Those young people may be at significant risk of moving on to much more serious crime within the gang culture. We recommend that you ensure you alert us and any other relevant body to these circumstances.

We are sensitive to these types of issues and our whilst our clients' security personnel are trained and experienced to recognise these types of situations, they are not always apparent or obvious from the outset. Retailers usually have good relationships with the local police regarding these issues, as part of the communities' wider strategies to combat crime.

It is recognised that where a person first embarks on criminal activity the best way to prevent it in the future is to assist them and deter them if they are caught whilst they are young. Civil Recovery is accepted by a number of agencies as an effective deterrent against crime. In the majority of cases where a young person has been subject to civil recovery, the deterrent factor is clearly evident. In many cases the amount claimed is heavily subsidised with our clients bearing the remainder of its losses.

Where a person is still in school it is common for a reduced settlement to be reached, where a Defendant shows some remorse. A letter of apology may be proposed as part of a heavily reduced financial settlement. Heavily reduced financial settlements are a good deterrent as it is anticipated that the young person will pay the sum from their own pocket money, rather than their parents paying, thus serving as a better deterrent. RLP and the retailers bear the losses not recovered from these settlements.

What Data is Retained and what is it used for?

Your client may be concerned about what data is held and for what purposes that data may be used.

Data Held

We are a processor of data for our clients, but are also processors of such data, for the purposes of the DPA.

As such we have a number of duties under the DPA which are diligent in complying with. We liaise with the Information Commissioner on a regular basis and employ qualified legal staff with expertise in the law surrounding DPA.

We hold the following general information:

- Name of individual
- Date of Birth of individual
- Address of individual
- Date of a civil recovery incident
- Details (as reported) of an incident
- Communication from all parties regarding the incident

This information is held in accordance with the provisions of the DPA for a period not exceeding 3 years if 16 or 17 years old at the time of the incident or 6 years if 18 years or over.

The data is held pursuant to Section 29 DPA, for the prevention and detection of crime, and Section 35 DPA, for the purpose of pursuing civil proceedings.

Use of the Data

Some of the information may be used in the prevention of further civil recovery incidents and is available to a number of our client companies with a legitimate interest to screen an individual's integrity in relation to employment decisions. A third party may not however have access to the data without your prior consent.

Access to the information is available to the Claimant, the Courts, legal advisors and ourselves, however access may be provided to other parties who may have a legitimate reason to see it, in accordance with the DPA.

Your client is entitled to know what data is held and may make a request of the same under Section 7 DPA. A Section 7 subject access request needs to be made by the individual, providing details of what information they require, confirmation of identity and a cheque for £10 (a statutory fee and not set by RLP or clients). Once a compliant request is received, we are obliged to respond within 40 days.

Please note that your client is entitled to know what evidence there is in the case and may request this outside the DPA, with no charge. It can be provided, where it is proportionate to do so. When requesting information, it is advisable to let us know whether the request is for pre-action disclosure, or a subject access request under S7 DPA.

Please also note that the Freedom of Information Act 2000 is not relevant to us or our clients as we are not public bodies listed in the Schedule to the Act.

If you are unhappy with the way RLP has handled personal information, please contact us on **0115 970 6231** in the first instance, or write to RLP at **PO Box 5413, Nottingham, NG7 2BJ**.

If the problem is unresolved you can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.
www.ico.gov.uk. Helpline: 08456 306060 or 01625 545745

AUTHORISED REPRESENTATIVE FORM

Due to the Data Protection Act 1998 RLP cannot discuss an individual's case with a third party without the explicit permission of the individual. This form provides for an individual to grant consent to a third party and to what extent the provision is given.

Declaration of individual

I(Print full name)

Of.....(Print full address)

.....

Case Number CR.....

I give my consent for the person named below to act as my authorised representative. I have given this person a true and accurate account of the incident and full details of my circumstances so that they can deal with this case on my behalf.

Signed.....

Authorised Representative

I am able to conduct proceedings on behalf of the above named person competently and fairly and I have no interests adverse to those of the above named person. My full name & contact details where all documents relating to this case are to be sent are

I(Print full name)

Of.....(Print full address)

.....

Telephone Number.....

My relationship to the above named person is.....
 (E.g. Support worker, Public agent, Guardian, Parent)

I am authorised by the above named person to act in their interests for (tick one box only)

- Correspondence and communication only
- All correspondence and communication up to Court issue
- All correspondence and communication including Court issue and Court representation

With this form I have submitted a full, detailed account and supporting evidence where appropriate for (Tick relevant box below)

Denial of Liability Mitigating Circumstances Financial Circumstances

Signed.....

INCOME & EXPENDITURE RECORD

PERSONAL DETAILS

Forename		Surname	
Contact Phone No.		CR Number	

MONTHLY INCOME		MONTHLY EXPENSES	
Usual take home pay	£	Mortgage	£
Income support	£	Rent	£
Child benefit	£	Council Tax	£
Other state benefit (Specify below)	£	Gas & Electricity	£
	£	Water charges	£
	£	Satellite TV	£
Pension	£	HP/Catalogue payments	£
Others living in my home contribute	£	Housekeeping, food, school meals	£
Maintenance payments	£	Travelling expenses	£
Other income (Specify below)	£	Children's clothing	£
	£	Maintenance/child support	£
	£	Telephone	£
	£	Mobile phone	£
TOTAL INCOME (I)	£	Other expenses (specify)	£
			£
INSTALMENTS OFFER		Priority debt payments	£
Disposable Income (I – E)	£		£
Monthly Payment Amount offered	£		£
Payment Start Date (DD/MM/YYYY)			£
Payment Method (Cheque/Postal Order/Cash by Special Delivery /Debit Card/Credit Card)		Total Expenses (E)	£

COPY DOCUMENTS BEING SUPPLIED

Income details

- 3 Recent pay slips
- Recent information on benefits/allowances/grants
- 2 Recent bank statements showing current balance

Monthly outgoings

- Recent rent/mortgage statement
- Recent utility bills (Water/Electricity/Gas)
- Recent other household bills (Council Tax/Telephone)

Loans and other debts

- Recent evidence of all loans/debts including arrears
- Recent evidence of all store/credit cards

I confirm that all the information I have supplied above is a true and accurate account of my financial circumstances

Signed.....Date.....

Print Name.....

RECORD OF EXAMINATION

Appendix C

1. PERSONAL DETAILS

Forename		Surname	
CR Number		Phone No.	

Marital Status

Single Married Separated Divorced Co-habiting

Dependants (people you look after financially)

Do you have any dependant children (under 19)?	
If yes, how many	
Do you have other dependants living with you? (E.g. elderly relatives)	

2. EMPLOYMENT STATUS

Employed Self-employed Unemployed Student
Go to section 3 Go to section 3a Go to section 3b Go to section 3c

3. EMPLOYMENT DETAILS – Full or Part Time

What is your occupation?			
Name and address of your employer			
Average take home pay including overtime & commission?	£		Per
Do you get working tax credits?		If yes, how much?	£ Per
How often are you paid?		What date paid?	

3a. SELF-EMPLOYED

How long have you been self-employed?	Weeks/Months/Years
What work do you do?	
What is the name of your business?	
How much do you draw from the business?	£ Per Week/Month

3b. UNEMPLOYED

How long have you been unemployed?	Weeks/Months/Years
What is your trade/profession?	
Are you currently looking for work?	If yes, ask next question
When do you expect to be back working?	
Any reasons why you are not able to work?	
Any outstanding claims for benefits?	

3c. STUDENT/COLLEGE

How long have you been a student?	
How long do you have left to study?	
What is your home address that mail can always be sent to?	
Do you do any work?	If yes detail in section 3
Any financial support other than grant?	If yes detail in section 10

4. PROPERTY- **I live in:**My own property
(Go to section 4a)Council/Housing Association Property
(Go to section 4b)Parents property
(Go to section 4c)Lodgings
(Go to section 4c)Rented furnished from private landlord
(Go to section 4b)Rented unfurnished
(Go to section 4b)**4a. YOUR OWN PROPERTY**

Are you the sole owner?		If no, name of joint owner		
Relation to joint owner?				
Do you own the	Freehold	Leasehold	Date property purchased	
Is your home	Flat	Terrace	Detached House	Semi Bungalow
Is your home mortgaged?		How much are payments		£
How many years left on mortgage?	Years			
How much interest is paid by benefits agency	£			
If you let any part of your home how much rent is received?	£		Per Week/Month	
Do you have any loans secured on your home?				

4b. RENTED PROPERTY

Do you rent on your own or with others?				
How long have you lived at the property?	Months	Years		
Any additional service charges on the property				
If yes, give details				
How much rent do you pay?	£	Per Week/Month		
If you sub let any part of your home how much rent is received?	£	Per Week/Month		
Do you get housing benefit?		How much?	£	Per Week/Month

4c. LIVING WITH PARENTS/RELATIVES/WITHIN SOMEONE ELSE'S HOME

What financial contribution do you make to household?	£	Per Week/Month		
If none are you fully supported by those you live with?				
What relation are the people who's house it is to you?				
How long have you lived at the property?	Months	Years		
How long are you intending to stay there?	Months	Years		

5. SAVINGS AND OTHER ASSETS

How much money in total do you have in savings?	£			
Detail any ISA's, Stocks, Shares or Other Assets that you have				
What is the total value of these?	£			
Do you own a motor vehicle?				
Make	Model	Value	Reg. Number	Owned/HP/Rented

6. DEBTS & LOANS

Have any court orders been made against you? If yes, give details below.							
Name of court and case number	Judgment date or order	Judgment or order amount	Amount payable per month	Name of creditor	Total still owed	Payments up to date?	If no, how much in arrears?
TOTALS							
Do you owe money on credit cards or any other loans? If yes, give details							
Name of creditor		Total amount owing		Instalments payable per month	Payments up to date?	If no, how much in arrears?	
TOTALS							
Have any bankruptcy proceedings been issued against you? If yes, detail							
What is court name and case number?							
Is the petition	Still pending	Order made but discharged	Order made but NOT discharged	Other outcome (give details below)			
Has an IVA been made?							
If yes, give the date.							
If no, is there a current proposal for one?							
Give details of Trustee/Insolvency Practitioner/Administrator, supervisor							

7. MITIGATING CIRCUMSTANCES/ADDITIONAL INFORMATION

If there are any other mitigating circumstances or additional information you would like us to take into account please detail below and provide supporting evidence where appropriate

8. MONTHLY INCOME & EXPENDITURE

MONTHLY INCOME		MONTHLY EXPENSES	
Usual take home pay	£	Mortgage	£
Income support	£	Rent	£
Child benefit	£	Council Tax	£
Other state benefit (Specify below)	£	Gas & Electricity	£
	£	Water charges	£
	£	Satellite TV	£
Pension	£	HP/Catalogue payments	£
Others living in my home contribute	£	Housekeeping, food, school meals	£
Maintenance payments	£	Travelling expenses	£
Other income (Specify below)	£	Children's clothing	£
	£	Maintenance/child support	£
	£	Telephone	£
	£	Mobile phone	£
TOTAL INCOME (I)	£	Other expenses (specify)	£
			£
INSTALMENTS OFFER			
Disposable Income (I – E)	£	Priority debt payments	£
Monthly Payment Amount offered	£		£
Payment Start Date (DD/MM/YY)			£
Payment Method (Cheque/Postal Order/Cash by Special Delivery /Debit Card/Credit Card)		Total Expenses (E)	£
If you have no money or you are in substantial debt how do you propose to pay this money back?			

COPY DOCUMENTS BEING SUPPLIED

Income details

- 3 Recent pay slips
- Recent information on benefits/allowances/grants
- 2 Recent bank statements showing current balance

Monthly outgoings

- Recent rent/mortgage statement
- Recent utility bills (Water/Electricity/Gas)
- Recent other household bills (Council Tax/Telephone)

Loans and other debts

- Recent evidence of all loans/debts including arrears
- Recent evidence of all store/credit cards

I confirm that all the information I have supplied above is a true and accurate account of my financial circumstances

Signed.....Date.....

Print Name.....

MITIGATING CIRCUMSTANCES REPORT

PERSONAL DETAILS

Forename		Surname	
Contact Phone No.		CR Number	

Mitigation covers an extremely broad spectrum of circumstances. Including but not limited to, health problems, medication issues, substance dependency and recent or past traumatic event/s. They may even be extenuating circumstances that occurred on the day as a one off event. In order to consider the effect of mitigating circumstances we require as much information and evidence as you can supply. Only complete the questions in section 1 that are relevant to your/your client's circumstances. Complete all the questions in section 2.

Section 1 (continue on a separate page if necessary)
--

Explain what the illness/health problems are and how it affected you at the time of the incident
--

Explain what the disability or impairment is and how it affected you at the time of the incident
--

Explain what the issues are with your medication and how it affected you at the time of the incident
--

Explain what the substance dependency is and how it affected you at the time of the incident

Explain what the traumatic event is (& how long ago it was) and how it affected you at the time of the incident

Explain what the extenuating circumstances that occurred on the day were and how it affected you at the time of the incident

Explain any other mitigating circumstances and how it affected you at the time of the incident

Section 2

(continue on a separate page if necessary)

Do you believe that the mitigation supplied in section 1 was the sole or part cause of your actions?

Is there anything else you wish us to take into account?

What evidence are you sending to support your mitigating circumstances?

If you are unable to supply any supporting evidence please explain why

Are you prepared to make our client an offer of settlement? † (tick one)	Yes	No
--	-----	----

If you are offering a settlement please confirm the value of your offer	£
---	---

Is this amount to be paid † (We will advise if your offer is accepted) (tick one)	by instalments	in full
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DECLARATION:

I declare that this report is an accurate account of the mitigating circumstances. I have provided full supporting evidence where possible.

Signed

Date

DEFENCE TO CIVIL CLAIM FORM

PERSONAL DETAILS

Forename		Surname	
Contact Phone No.		CR Number	

If you are not making full payment of our client's claim, upon what basis are you disputing our client's claim for compensation? Disputes cover an extremely broad spectrum of situations. They include but are not limited to, non involvement in the incident, involved in incident but with no intent to commit wrongdoing, involved in the incident in part, disputing losses in full or in part and disputing costs in full or in part.

In order to consider your defence we require as much detailed information and evidence as you can supply. Only tick one box in part 1 and complete all sections in part 2. We recommend you obtain legal advice to assist you in resolving this matter. Please note that all sensitive data is stored securely in strict compliance with the Data Protection Act 1998.

PART 1

	Please tick box which best applies to your response to the claim & provide information overleaf	tick
A	I believe I have a valid legal defence to the claim which I am prepared to evidence in court if necessary. [I understand that if I submit a defence and am unsuccessful in defending the claim in court I will have to pay the judgment sum plus interest, court fees and costs].	<input type="checkbox"/>
B	I believe I have a valid legal defence to the entire claim and would like to resolve matters without the need for court action	<input type="checkbox"/>
C	I have a defence to the claim which may not have a legal basis, however, I wish it to be taken into account	<input type="checkbox"/>
D	I do not have a valid defence to the claim but I dispute the amount of the claim	<input type="checkbox"/>

Questions to Consider

Before you begin to complete your information overleaf please consider the questions below and incorporate the answers, where appropriate into your defence statement.

- Why do you believe you were stopped in the first place?/Do you understand why you were stopped?
- Did you purchase any other items and if so how much were they? Was the bill not less than you were expecting to pay?
- Were there any distracting factors and if so how did they affect you & what was result of being distracted?
- Did you put goods anywhere other than basket/trolley and if so why?
- If you forgot, what do you believe led to you forgetting?
- If the police attended, what did they say to you?
- For what reason did you take the goods out of their packaging?
- Did you make any changes to the price labels and if so why?
- Was the colour or size of the items different if price labels were changed?
- Did you not think to ask sales staff for assistance with pricing?
- Why had you removed the tags from the items?
- If you were returning items what led you to forget which items you had originally purchased?
- Why did you believe the item you returned to be the item on the receipt?
- Which part of the claim do you dispute the amount on?

I submit my defence statement below for consideration

Part 2

Is there anything else you wish us to take into account?

What evidence are you sending to support your dispute?

Are you prepared to make our client an offer of settlement? † (tick one)	Yes	No
If you are offering a settlement please confirm the value of your offer	£	
Is this amount to be paid † (tick one) (We will advise if your offer is accepted)	by instalments	in full

DECLARATION:

I declare that this report is an accurate account of the incident. I have provided full supporting evidence where possible.

Signed

Date