The Made-up Restaurant in Leeds Limited

40 York Avenue

Leeds

XX2 8PY

1 March 2015

Dear Sirs

**Edwin Ripon v You**

**Assault at Work on 12 August 2014**

We are instructed by our above-named client, regarding a claim for personal injuries, suffered in an assault at work on or about 12 August 2014.

Our client considers that the injuries occurred through your negligence and/or breach of statutory duty and he claims damages accordingly.

Please find enclosed an additional copy of this letter for you to send to your insurers. You must refer the copy letter to the relevant insurers at your soonest. If you do not do so, then this may impact upon your insurance cover and/or the conduct of any potential legal proceedings.

Please note: this is a letter of claim for a personal injury claim, sent in accordance with the [Pre-action Protocol for Personal Injury Claims](http://www.justice.gov.uk/courts/procedure-rules/civil/protocol/prot_pic). At this stage, therefore, matters which arise will be dealt with under that Protocol. We trust your insurers will reciprocate by meeting their obligations under the Protocol.

We should like to deal with liability promptly. Once liability is conceded, we hope that it will then allow us to enter negotiations on quantum and explore the possibility of settlement. If liability is not accepted, and/or you blame anyone else for our client’s injuries, please provide full details so that we may consider your position and take our client’s instructions.

This letter only provides a summary of the factual matrix of this claim, and the reasons why it is that you are liable for our client’s injuries. This summary, however, should not be taken to be complete recitation of the facts, and we reserve the right to amend the claim in due course, should we be instructed to do so. Should court proceedings be issued, then we reserve the right to fully plead the claim as we see fit, without reference to this letter of claim.

**Circumstances of the Accident**

Our client was employed by you as a server at The Mystery Restaurant at 40 York Avenue, Leeds.

At around 9.00pm, our client was asked by some of the customers how much longer they would have to wait for their meals. Our client went into the kitchen to ask the chef on duty, Mr Neville Landless. Mr Landless responded aggressively and verbally abused our client.

When our client asked again, Mr Landless became violent and attacked our client in an unprovoked assault. Mr Landless pushed our client forcefully against the wall, then picked up a meat cleaver and brandished it, threateningly our client. Mr John Jasper, the sous-chef, and Mr Paul Bazzard, the Kitchen Manager, were present at this scene and did nothing to help our client or to stop Mr Landless’s behaviour.

Our client was understandably very upset and distressed by the assault. He quickly collected his belongings and left the restaurant through the fire exit. When he was outside, Mr Landless caught up to him. Before our client could react, Mr Landless punched him in the back of the head and forced him to the floor. As our client was on the ground, Mr Landless repeatedly kicked our client, causing injuries to his arms, chest and legs. Mr Bazzard and Mr Jasper arrived at the scene but again did not take any action to intervene. Mr Landless stopped attacking our client a few moments later.

The next day, our client called the owner of the restaurant, Mr Datchery, to tell him what had happened. Mr Datchery just laughed at what our client told him and said words to the effect that, ‘Mr Landless just has a hot temper, this kind of thing happens sometimes’. This implies that such assaults on staff by Mr Landless had happened before at the restaurant.

Our client reported the assault to the police. Mr Landless has been charged with Gross Bodily Harm.

Our client contends that his injuries, losses and expenses were caused by the matters already outlined and that for the following reasons you are liable:

1. You are vicariously liable for the assault occasioned by Mr Landless. Our client cannot, in law, be contributory negligent for the assault.
2. You failed to protect our client by allowing and sanctioning the aggressive and violent behaviour of employees / workers under your control;
3. Failure to provide a safe working environment for vulnerable employees;
4. You failed to take any or any adequate care for the safety of our client;
5. Caused or permitted our client to be assaulted;
6. Failed to prevent Mr Landless from attacking our client;
7. In the circumstances, exposed our client to a foreseeable and unnecessary risk of injury of the type which occurred.

Our client relies on the Court of Appeal decision in the case of Wallbank v Wallbank Fox Designs Limited (2011).

In addition, the incident is of a kind which should not occur. Therefore, it is alleged that the very fact of the assault at work is evidence of your negligence.

We consider this summary is sufficient for the claim to be properly investigated, and a decision on liability given, in good time. The timescale stipulated under the Protocol has commenced. We would remind you that if you contend otherwise, you should advise us within 21 days of the date of this letter.

**Disclosure**

Unless liability is fully admitted, we will expect full disclosure of documents to be provided together with your denial. We reserve the right to make an application for Pre-Action Disclosure, should you not provide disclosure in full.

Please preserve all relevant documents. If relevant documents are only disclosed upon the issuing of proceedings, then we will seek our costs from you in the event that the claim is unsuccessful.

It is our position that documents within the following categories are relevant and that copies should be supplied to us in the event that liability is not admitted in full. In compliance with the Protocol, these documents should be provided without making a charge.

Please provide the following documents within the next three months, if liability is not admitted in full:

1. Accident book entry;
2. Accident/incident investigation report;
3. RIDDOR report to Health and Safety Executive;
4. CCTV footage for the date of the incident;
5. First aider report;
6. Records of any internal investigations involving our client concerning this incident;
7. Copies of any internal correspondence such as emails concerning this incident;
8. Our client’s personnel and occupational health records;
9. Records of any other assaults involving Mr Landless;
10. Records of any complaints made against Mr Landless prior to the assault;
11. Details of disciplinary action taken against Mr Landless following the assault;
12. Details of dealings and correspondence with the Police.

Within these categories, if there are documents which you contend are privileged, please state the grounds of the claim for privilege and sufficiently identify the documents so that we may assess the validity of your claim for privilege. We do not anticipate that you will succeed with any claim for privilege.

Currently, we can only summarise the general nature of our client’s injuries and losses as follows below.

**General Damages**

Our client has suffered a fractured L5, soft tissue injuries, bruising and psychological injuries. Our client has not returned to work following the assault. This is, however, just a summary and should not be regarded as a comprehensive description of the injuries, pending receipt of expert medical opinion(s).

We will obtain medical evidence and would suggest, as suitable experts, that we a Consultant Orthopaedic Surgeon with a specialism in back injuries. Unless we hear from you to the contrary on this point, then we will instruct the expert of our choosing.

**Expenses and Losses.**

We anticipate a claim for expenses and losses will include the following non-exhaustive heads:

1. Loss of earnings
2. Care and assistance

(ii) Medical costs

We confirm that, when requested in due course, we will provide your insurers with the necessary details for the claim to be registered with the Compensation Recovery Unit.

Please note that our client is willing to consider the resolution of this claim by Alternative Dispute Resolution (ADR). Our view is that the appropriate mechanism of ADR to be negotiation. Please inform us if you consider that any other method of ADR to be appropriate and we will consider your position.

We look forward to hearing from you, as specified above.

Yours faithfully