Fictitious (Wetherby) Company

Manchester Yard

4 York Road

Pool

XX5 2GH

5 October 2016

Dear Sirs

**Richard Ripon v You**

**Assault at Work on 21 November 2102**

We are instructed by our above-named client, regarding a claim for personal injuries, suffered in an assault at work on or about 21 November 2102.

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 your 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 Assault at Work**

We are instructed that our client was employed by you as a Warehouse Operative for around 12 months before the attack. On or about 21 November 2102, we understand that during the afternoon break, between 15:00 and 15:15, a group of workers were allowed to play football by way of recreation. Football matches occur frequently.

Shortly afterwards, at approximately 15:45, when work resumed, our client’s line manager, David York, became aggressive and violent towards our client. This was witnessed by our client’s colleagues, Amy and Rachel. Thereafter, whilst our client was seated, David York began swearing and acting in an extremely hostile manner towards our client. Our client did not retaliate because the abuse was being meted out from his line manager. David York threatened to beat up our client, and our client knew that David York had previously been violent at work towards our client’s peers. We consider that David York was violent during the recreation period and continued his violent episode thereafter and in the full knowledge and acquiescence of your company.

The episode of violence continued and culminated in David York committing a serious assault on our client. David York punched our client in the face, without any provocation by our client. Our client was anxious to retain his job with your company and for that reason chose not to defend himself and to resist the unlawful use of force upon his person and which we consider to have been sanctioned by your company. David York was pulled off our client by a colleague. Two hours after the assault at work, David York eventually apologised to our client.

The gravity and seriousness of the unprovoked attack by David York required our client to seek immediate and urgent medical attention. The incident was reported to you immediately. You chose not to discipline David York for this assault. You are vicariously liable for the actions of David York.

Our client did not return to work after the incident. Our client was fearful that a further assault would happen.

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

1. Caused or permitted our client to be assaulted by his line manager to which you are vicariously liable;
2. Failed to provide a safe place of work;
3. Failed to provide competent staff;
4. Failed to protect our client by allowing and sanctioning the aggressive and violent behaviour of employees/workers under your control;
5. Failed to exercise any or any reasonable care towards your employees when you knew or ought to have known that the employees were being subjected to regular episodes of abuse, violence and humiliation;
6. Failed to provide a safe working environment for vulnerable employees;
7. Failed to discipline David York who had been violent towards staff previously;
8. In the circumstances, you exposed our client to a foreseeable and unnecessary risk of injury of the type which occurred.

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. Our client’s personnel file including his employment contract;
2. Our client’s earnings for the 13 weeks pre-assault and all post-assault earnings;
3. Copy of our client’s P45 and / or P60;
4. Records of any grievances raised by our client;
5. Records of any internal investigations involving our client;
6. All records of violent incidents at work in the last 24 months;
7. All complaints against David York;
8. David York’s personnel file;
9. Accident book entry;
10. RIDDOR report to the Health and Safety Executive;
11. First Aid report;
12. All reports and correspondence including emails relating to the assault;
13. Exit interview with our client;
14. All correspondence with our client;
15. Company Handbook;
16. Minutes of meetings where the assault was discussed.

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 injury to his face, eyes, wrist and arm. Our client has been under the care of Lanchester Hospital. This is, however, just a summary and should not be regarded as a comprehensive description of the injuries pending receipt of expert medical opinion.

We wish to obtain medical evidence and would suggest, as suitable experts to instruct, in the first instance, a Consultant Ophthalmologist.

**Expenses and losses**

We expect the claim for expenses and losses will include the following heads:

1. Lost earnings;
2. Transportation costs to/from hospital; and
3. Loss of amenity, pain and suffering
4. Loss of enjoyment of holiday;
5. Care and assistance;

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