



Advice/FAQs

Retail Loss Prevention

www.lossprevention.co.uk

0844 245 1145

Retail Loss Prevention

PO Box 5413

Nottingham

NG7 2BJ

1. How do I pay?

Please send all postal payments to **Retail Loss Prevention Limited (RLP), PO Box 5413, Nottingham, NG7 2BJ.**

To make payment by telephone contact **0844 245 1145** and select **Option 1** – followed by **Option 1**

a) Debit or Credit Card

Payment can be made by debit or credit card by telephoning **0844 245 1145** and select **Option 1** – followed by **Option 1**. These payments attract a small bank charge which you will be advised of when you call.

b) Cheques or postal orders

You need to make these payable to **RLP**

You need to write on the reverse of your payment:

- i. **Full Name** of the person the case relates to,
- ii. **CR Number** (found on the top right corner of the attached letter)
- iii. **Post Code**

to ensure it can be allocated to the correct case. We accept no responsibility for payments that do not reach this office or for those that have no case details on them. If your cheque bounces you will incur an administration charge of £15.00

c) Cash

Cash payments **MUST** be sent by special delivery. RLP accepts no responsibility for any payments not received that are not sent by special delivery

2. Payment by instalments

If you are unable to pay the amount owed in a single payment you can pay in instalments. This would be for the total value of the claim since the discounted amount only applies to full payment being received within twenty one days. Administration fees will be applicable. A Settlement Agreement which allows you to pay by instalments can only be set up by telephoning our Collections Department on **0844 245 1145** and select **Option 1** – followed by **Option 2**.

You must be able to make the first instalment payment when you call.

If you write in trying to set up a Settlement Agreement for instalment payments, this will not be accepted and the case against you will continue.

Please note that evidence of your financial circumstances may be required to verify your position.

3. If you need more time to pay

If you need more time to pay you must contact our Collections Department on **0844 245 1145** and select **Option 1** – followed by **Option 2** to discuss your options. We cannot offer you any assistance if you do not contact us.

If you need to discuss this incident do not contact our client directly. All communications should be addressed to this company quoting the case number at all times.

4. What will happen if I don't pay?

Where no payment is made our legal team will assess the specific case details and the matter will be considered with our legal department and our client to consider what further action is appropriate.

Proceedings may then follow in the County/Sheriff Court for a claim for damages. If a matter proceeds in the County/Sheriff Court successfully, a County/Sheriff Court Judgment will be ordered against you which will remain on public record for 6 years (5 in Scotland). This will affect your credit rating and your ability to obtain credit.

Where Judgment is obtained against you, it will be for the principle sum together with Court fees, Solicitors costs and interest at the rate of 8% per annum which accrues on a daily basis. For a claim over £5,000 the legal costs can be significant and interest will continue to accrue post judgment.

Once Judgment is entered, if payment is still not made, there are a number of enforcement options open to our clients:

- a. For claims below £5,000 a County Court Bailiff may be appointed. A bailiff will attend a Defendant's premises and levy upon goods to the value of the damages, his costs and the sale and administration costs. Once a bailiff has levied goods, he has the power of entry to return to remove the goods for sale, should payment not be made.
- b. For a claim above £5,000, a High Court Sheriff may be instructed to levy upon a Defendant's goods. The Sheriff's fees are again added to the damages. Further, for a claim in excess of £5,000, interest continues to accrue on the outstanding sum, at the Statutory rate of 8% per annum.

If a Defendant owns a property, or an interest in property or land, it is possible to apply for a Charging Order. This is a Charge on a Defendant's property. A Defendant may not subsequently dispose of the property, without the charge being satisfied. The Land Registry register the Charge and a Claimant is notified where a transaction is proposed. The principle sum continues to accrue interest whilst the Charge remains unsatisfied.

Once a Charging Order has been obtained, it is possible to apply to the Court for an Order for Sale of the Defendant's property. The Court will consider the size of the debt, the equity in the property, the defendant's circumstances, any interest by a joint owner and decide whether to make an Order for Sale. If a sale is ordered, the property will be marketed and upon sale, the Charge satisfied.

A Claimant may opt to ask the Court for an Attachment of Earnings Order. This is a means for damages to be deducted directly from a Defendant's income. Any additional costs of the application are added to the damages.

A Claimant may apply for a Third Party Debt Order. If a Claimant is aware of a sum of money held in a bank account, or any funds which are due to be paid to a Defendant, the Court may order that those funds be paid directly to the Claimant.

For a sum in excess of £750 (or £1,500 in Scotland) it is possible to serve a Statutory Demand upon a Defendant. If no payment is made within 21 days, and no response is made to the

Statutory Demand with any legal basis to resist the claim, a Bankruptcy Petition may follow. Where a Defendant has ignored a Statutory Demand, it will be difficult for him to resist bankruptcy proceedings. All additional costs of the bankruptcy are added to the defendant's liability.

5. I am in financial hardship and cannot afford to pay, what can I do?

Can you please supply evidence of your income and expenditure. In some circumstances, our client will enter into an instalment plan. Once we receive all of your financial evidence, the matter will be considered with our legal department and our client to consider whether any further action is appropriate.

You are advised to contact our Collections Department on 0844 245 1145 who will advise you on what evidence we require you to send in. Please note due to the sensitivity of this information, it is held in strict accordance with the DPA.

Our client is a reasonable and ethical company. If the information you provide is comprehensive and demonstrates that the claim would cause you extreme long term financial hardship to you or your children, our client will refrain from pursuing the claim, if this is your first incident, and provided that you commit no further incidents. Should you commit a further incident within the next 6 years (5 years if Scotland), our client reserves the right to resurrect this claim.

Where some evidence of financial hardship is put forward with a request for consideration in relation to the claim is made, in general, our clients are prepared to be reasonable and consider your circumstances upon receipt of evidence. Our legal department will write to you to advise you of the outcome.

Should you fail to provide comprehensive evidence of your financial position, our client will have no option other than to proceed with the claim.

6. What to do if you disagree that you are liable – defending the claim

If you deny that you are responsible for the incident, you must notify us in writing immediately. Our legal department will then consider your representations.

You are strongly advised to seek your own independent legal advice without delay. If you cannot afford legal advice you may be entitled to some free legal advice. A number of solicitors offer advice and assistance by way of public funding. A number of organizations such as the Citizens Advice Bureau and local Law Centres may also be able to offer you free advice. Alternatively, you may be covered for legal advice under an insurance policy.

If your denial of liability has any basis of a Defence in law, the matter is not likely to proceed any further.

If your denial of liability has no basis in law, the matter will proceed and court proceedings may be issued in the County Court. You will then have a further opportunity to advise a

District Judge of the basis of your Defence, who will then decide whether the Defence has any merits.

The parties will be bound by the District Judge's decision, subject to limited grounds of appeal.

Our Claims Department are here to help you should you wish to discuss it first. Our legal Department can also send you a form to complete to assist and guide you in supplying the information we require.

A copy of the 'Defence to Civil Claim' form can be downloaded from our website.

7. What is the basis in law for recovering this compensation?

a. Customer theft/damage

It is a long established principle in common law (Judgments handed down by the Courts over hundreds of years). The principle was also reinforced by Parliament by the enactment of the Torts (Interference with Goods) Act 1977 ("the Act").

Both the common law and the Act provide for a wronged party to recover damages where there has been a conversion of goods (ie a theft), a trespass to goods, or negligence resulting in damage or loss to goods.

In seeking to recover the cost of time and money spent by our client in anticipation of, or as a result of your wrongful actions, our client relies upon various cases: British Motor Trade Association vs. Salvadori [1949] CH 556, as approved and extended by the more recent decision of Mrs Justice Gloster, DBE in R & V Versicherung AG vs. Risk Insurance and Re-Insurance Solutions SA and others [2006] EWHC 42 (Comm). These cases have been upheld more recently, the most notably being Aerospace Publishing v Thames Water Authorities 2007 EWCA Civ 3.

These cases provide the authority for a Claimant to recover its losses, being the cost of the disruption to its business in the investigation, apprehension and administration costs caused as a direct result of a Defendant's actions.

You are strongly advised to seek your own independent legal advice without delay. If you cannot afford legal advice you may be entitled to some free legal advice. A number of solicitors offer advice and assistance by way of public funding. A number of organizations such as the Citizens Advice Bureau and local Law Centres may also be able to offer you free advice. Alternatively, you may be covered for legal advice under an insurance policy.

b. Employee theft/damage

It is a long established principle in common law (Judgments handed down by the Courts over hundreds of years). The principle was also reinforced by Parliament by the enactment of the Torts (Interference with Goods) Act 1977 ("the Act").

Both the common law and the Act provide for a wronged party to recover damages where there has been a conversion of goods (ie a theft), a trespass to goods, or negligence resulting in damage or loss to goods.

In seeking to recover the cost of time and money spent by our client in anticipation of, or as a result of your wrongful actions, our client relies upon various cases: British Motor Trade Association vs. Salvadori [1949] CH 556, as approved and extended by the more recent decision of Mrs Justice Gloster, DBE in R & V Versicherung AG vs. Risk Insurance and Re-Insurance Solutions SA and others [2006] EWHC 42 (Comm).

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These cases provide the authority for our client to recover its losses, being the cost of the disruption to its business in the investigation, apprehension and administration costs caused as a direct result of your actions.

You are strongly advised to seek your own independent legal advice without delay. If you cannot afford legal advice you may be entitled to some free legal advice. A number of solicitors offer advice and assistance by way of public funding. A number of organizations such as the Citizens Advice Bureau and local Law Centres may also be able to offer you free advice. Alternatively, you may be covered for legal advice under an insurance policy.

As an employee of our client, you also had contractual obligations. In stealing from your employer, you are in breach of contract and a claim may also lie in contract for damages, again for compensation to our client for the losses incurred as a direct result of your action.

8. A third party wishes to discuss the case on my behalf, what needs to be done?

The Data Protection Act 1998 requires that you provide your express consent for anyone else to deal with your case. If you want someone else to deal with correspondence on your behalf, we require written authority, signed by you, stating that you wish this third party to deal with the matter for you.

As we are bound by the DPA, unfortunately we are not able to correspond with any third party without your express written consent and until your authority is received, we shall have no option but to correspond with you directly.

If you are an adult over 18 and of sound mind, you will need to give your own evidence in Court and attend the Court hearings.

Should you wish someone else to speak about your case on your behalf, you need to be present with them at the time of the call so that you can confirm to us your permission and complete our DPA information checks.

9. What happens if someone else writes in without me giving my permission to you?

As we are bound by the DPA, unfortunately we are not able to correspond with any third party without your express written consent and until your authority is received, we shall have no option but to correspond with you directly.

If we receive a letter from a third party without your consent, we will answer their letter in our letter to you.

If you are an adult over 18 and of sound mind, you will need to give your own evidence in Court and attend the Court hearings.

10. The criminal prosecution is continuing but I have entered a not guilty plea

Our client's claim is based in civil law and is entirely separate from any police action or criminal proceeding. If the prosecution is ongoing through the criminal courts, we need you to provide the date of the next hearing or trial. We will then be able to put the case on hold until after the outcome of the criminal proceedings. If we do not hear from you, we will be unable to put the case on hold and will have no option but to continue with the civil matter.

Please note, this claim is entirely separate from any criminal proceedings which may be ongoing.

This is a civil claim for compensation by way of damages to cover the costs incurred by our client as a direct result of your action.

Irrespective of whether you are convicted, our client has the right to pursue a civil claim damages. If you are convicted, that conviction will be admissible in evidence in the civil proceedings.

If you are fined and ordered to pay costs upon a criminal conviction, this has no bearing on your liability to compensate our client for its losses. If you are ordered to pay compensation in the criminal court, and you can demonstrate that such compensation has been paid, that sum would be discounted from our client's claim for damages.

The burden of proof in the criminal proceedings is beyond reasonable doubt. The burden of proof in a civil claim is on the balance of probability. Even if you are acquitted in the criminal court, judgment may still be entered in the County/Sheriff Court against you for damages, costs and interest.

11. The fine/compensation/fixed penalty was paid to the Police or the Courts, how am I still liable?

This claim is entirely separate from any criminal proceedings.

This is a civil claim for compensation by way of damages to cover the costs incurred by our client as a direct result of your action.

Irrespective of whether you are convicted, our client has the right to pursue a civil claim damages. Your conviction will be admissible in evidence in the civil proceedings as evidence of your wrongdoing and should establish liability.

If you are fined and ordered to pay costs upon a criminal conviction, this has no bearing on your liability to compensate our client for its losses. If you are ordered to pay compensation in the criminal court, and you can demonstrate that such compensation has been paid, that sum would be discounted from our client's claim for damages.

12. You and your client are trying to make a profit out of me

Our client's claim is a legitimate claim for damages in order to be compensated for the losses which arose directly as a consequence of your wrongdoing. Such costs include not only the value of the goods taken or damaged, but the cost of investigating and apprehending an individual, dealing with paperwork and administration and recording and

reporting the incident. In a case of staff theft, there are additional internal costs such as more prolonged and specific investigation costs, Human Resources' and Management time in dealing with the disciplinary proceedings.

Courts will only order compensation which is adequate to compensate those losses. It is unlawful to recover in excess of our client's losses and indeed a Court would not order payment of such losses.

There is therefore no question that our clients make any profit from civil recovery claims. In reality many claims are compromised and our clients do not recover the true extent of their losses in many cases.

Further, for low value claims, our clients do not seek full compensation, but seek a reduced amount in order to remain proportionate in their claims. The remaining losses are borne by our clients.

13. I received a caution/fixed penalty for this incident – that should be the end of it

This claim is entirely separate from any criminal proceedings. The caution or fixed penalty was the conclusion of the criminal proceedings.

This is a civil claim for compensation by way of damages to cover the costs incurred by our client as a direct result of your action.

In order for you to receive a caution you have admitted the offence to the police. Your admission will be admissible in evidence in the civil proceedings as evidence of your wrongdoing and should establish liability.

If you received and paid a fixed penalty, whilst this does not involve a formal admission, you are given a formal opportunity to be tried rather than pay. The decision not to seek trial is a fairly good indicator that there was no dispute to criminal guilt.

14. I received a fixed penalty because the retailer made the police give me one

The retailer has no authority over the Police and the decision they make. A police officer would not issue a person with a fixed penalty if they believed that person to be innocent of any wrongdoing.

15. The police were not involved so you can't do this

The fact that the police have not become involved with this incident does not prejudice the right of our client to bring this civil claim.

Our client has a claim against you for damages for all of the losses incurred as a result of your action. You will appreciate that costs have been incurred in investigations, surveillance, security and administration. Those costs are a direct result of your actions.

Our client is entitled to be compensated for all of those losses and is entitled to seek a remedy of damages in the County/Sheriff Court if necessary.

A civil claim for damages is separate from a criminal prosecution. At the conclusion of the civil claim, you will not have a criminal record.

It is common for the police not to become involved in this type of incident and it is common for the Police not to prosecute certain types of cases.

16. I was not given a notice of intended civil recovery so this claim cannot proceed

Our clients will have made aware of their intention to pursue a civil claim against you by the fact that they provided you with a Civil Recovery notice. There is no legal requirement for our clients to provide you with this document, but they do so as a matter of courtesy.

A claim is commenced by writing to you setting out the basis of our client's claim. A claim may be brought within 6 years (5 in Scotland) of the offence.

17. The laws of trespass are different in Scottish law so you can't bring this claim

Your actions amount to a delict due to the unlawful interference with our client's goods. You have entered our client's property and removed goods without paying in a situation where our clients obviously have not given you permission to do this. As such your actions amount to a denial of our clients' rights of possession of the goods. It is irrelevant that these goods were then returned to our client.

18. I do not understand trespass, please explain

Our clients invite the public to their premises in order to browse, purchase, or lawfully use their services. In entering the premises with the intention to steal goods, your actions were not in accordance with our client's invitation and you therefore entered as a trespasser. If you did not enter the premises with the intention to steal, you made a decision at some point to steal/damage our client's goods and our client's permission was withdrawn at that stage, when you became a trespasser.

In the case of employees, employees are similarly invited to our client's premises for a specific reason, that is to carry out the terms of their employment contract. By stealing goods/services/cash, a Defendant steps out of his employment role and is a trespasser.

19. Take me to court, I am going to defend

If you wish to defend this claim, you must notify us in writing immediately. You need to substantiate and provide details of your defence in accordance with the provisions of the general Pre-Action Protocol applicable to civil claims. It is not sufficient to just say you are going to defend. Our legal department will then consider your representations.

You are strongly advised to seek your own independent legal advice without delay. If you cannot afford legal advice you may be entitled to some free legal advice. A number of solicitors offer advice and assistance by way of public funding. A number of organizations such as the Citizens Advice Bureau and local Law Centres may also be able to offer you free advice. Alternatively, you may be covered for legal advice under an insurance policy.

If your denial of liability has any basis of a Defence in law, the matter is not likely to proceed any further.

If your denial of liability has no basis in law, the matter will proceed and court proceedings may be issued in the County Court. You will then have a further opportunity to advise a District Judge of the basis of your Defence, who will then decide whether the Defence has any merits.

The parties will be bound by the District Judge's decision, subject to limited grounds of appeal.

20. How can I get the store ban lifted?

It is our client's prerogative if they wish to prevent you from entering their store. This is not a part of their instruction to us and can only be addressed with them directly. If they have issued you with a banning order then this is obviously their wish. If you wish to try and get the ban lifted you need to take this up with our client directly.

21. All items were recovered, there is no loss to the company

It is a mistaken belief that, because goods are recovered that there has been no loss to the company. Companies have the legal right to bring a civil claim for financial compensation to cover their costs in dealing with wrongful actions.

Our client has a claim against you for damages for all of the losses incurred as a result of your action. Whilst the item was returned to the store (in tact), you will appreciate that costs have been incurred in investigations, surveillance, security and administration. Those costs are a direct result of your actions.

Our client is entitled to be compensated for all of those losses and is entitled to seek a remedy of damages in the County/Sheriff Court if necessary.

You are strongly advised to seek your own independent legal advice without delay. If you cannot afford legal advice you may be entitled to some free legal advice. A number of solicitors offer advice and assistance by way of public funding. A number of organizations such as the Citizens Advice Bureau and local Law Centres may also be able to offer you free advice. Alternatively, you may be covered for legal advice under an insurance policy.

22. I paid the full price for all the goods or services, why should I pay once more?

If you believe that you paid the full value of the goods in question then please write in with a detailed letter of explanation of your version of events, providing copies of the receipts clearly showing date and time, in order that this matter can be investigated.

23. I offered to pay for the goods after I was stopped/apprehended so it is your client's fault they incurred costs

Our client is under no legal obligation to accept payment at the time of the wrongful act. Liability lies with the individual[s] interfering with our client's right to the goods.

Our client has a claim against you for damages for all of the losses incurred as a result of your action. You will appreciate that costs have been incurred in investigations, surveillance, security and administration. Those costs are a direct result of your actions.

Our client is entitled to be compensated for all of those losses and is entitled to seek a remedy of damages in the County/Sheriff Court if necessary.

24. I switched labels on two identical products and paid for it – why do you say there is a loss?

If the items were identical in every way, size, colour, brand you could have taken both products to the checkout to have the matter dealt with. If there was any variation between the products such as colour difference, then the products were not in fact identical.

If you allocated a price ticket of a lower value to an item of our client's stock, you had no authority to do this. If you had any queries in relation to the price you could have easily spoken to a member of staff, rather than moving price tickets yourself. This is a trespass to our client's goods which is an actionable tort.

25. It is the cashier's fault that they didn't notice the price tags had changed

You are not permitted to change or remove price tags on our client's goods; where this is done then liability is held by the person interfering with that price-tag and not with a cashier that fails to spot the issue.

26. I was with the person who committed the act but I had nothing to do with it, what should I do?

We have been advised by our client that you and your co-offender committed the offence jointly. A joint venture exists where two or more parties have a shared common purpose to commit a wrongful act.

If you wish to deny your involvement, you must notify us in writing immediately. Our legal department will then consider your representations.

If your denial of liability has any basis of a Defence in law, the matter is not likely to proceed against you any further.

If your denial of liability has no basis in law, the matter will proceed and court proceedings may be issued in the County Court. You will then have a further opportunity to advise a District Judge of the basis of your Defence, who will then decide whether the Defence has any merits.

The parties will be bound by the District Judge's decision, subject to limited grounds of appeal.

If your involvement in the incident is established, on the balance of probability, you will each be jointly and severally liable to compensate our client for the losses incurred, being the cost of the disruption to its business in the investigation, apprehension and administration costs caused as a direct result of the actions of both of you.

You are strongly advised to seek your own independent legal advice without delay. If you cannot afford legal advice you may be entitled to some free legal advice. A number of solicitors offer advice and assistance by way of public funding. A number of organizations such as the Citizens Advice Bureau and local Law Centres may also be able to offer you free advice. Alternatively, you may be covered for legal advice under an insurance policy.

27. What should I do if the incident was caused by an illness or medication that I am on?

If you believe that you have an illness or are on medication, which caused or contributed to the incident, or which may amount to mitigating circumstances regarding the incident, you must provide evidence of your illness, any medication you take and its effects, from your GP, consultant or CPN. Please note due to the sensitivity of this information, it is held in strict accordance with the DPA.

Once this is received, our legal department will review the matter. If the evidence amounts to a Defence, we will advise our client not proceed against you.

If your illness does not amount to a Defence, it may still mitigate your circumstances and we will advise our client accordingly.

You are strongly advised to seek your own independent legal advice without delay. If you cannot afford legal advice you may be entitled to some free legal advice. A number of solicitors offer advice and assistance by way of public funding. A number of organizations such as the Citizens Advice Bureau and local Law Centres may also be able to offer you free advice. Alternatively, you may be covered for legal advice under an insurance policy.

28. You are harassing me

We have followed the general pre-action protocol applicable. In particular, we have set out the legal and factual basis for our client's claim for damages. You have been provided with an opportunity to answer each allegation made. We do not understand how you believe this amounts to harassment.

If you do not agree with our clients claim, you need to substantiate and provide details of whether you agree in full, part or not at all. Our legal department will then consider your representations.

You are strongly advised to seek your own independent legal advice without delay. If you cannot afford legal advice you may be entitled to some free legal advice. A number of solicitors offer advice and assistance by way of public funding. A number of organizations such as the Citizens Advice Bureau and local Law Centres may also be able to offer you free advice. Alternatively, you may be covered for legal advice under an insurance policy.

If your denial of liability has any basis of a Defence in law, the matter is not likely to proceed any further.

If your denial of liability has no basis in law, the matter will proceed and court proceedings may be issued in the County Court. You will then have a further opportunity to advise a District Judge of the basis of your Defence, who will then decide whether the Defence has any merits.

The parties will be bound by the District Judge's decision, subject to limited grounds of appeal.

29. I am not happy with the way RLP has dealt with this incident

If you are not happy with the way your claim has been handled, you can follow our complaints procedure.

You need to put your complaint in writing detailing each area of complaint. This letter needs to be addressed to: Head of Legal, Retail Loss Prevention Limited, and sent either by post to; PO Box 5413, Nottingham, NG7 2BJ, or by email to legal@lossprevention.co.uk.

Upon receipt of your complaint, an investigation will be carried out by our head of Legal. If the matter can be resolved within 72 hours, then this will be done and a response will be sent to you. However if the matter is unable to be dealt with within 72 hours, a letter of acknowledgement will be sent to you, whilst the matter is ongoing investigation.

30. Someone else has used my identity or address, what should I do?

Your details have been provided by our client and may have been verified further by the police. We can only work from the information we have been given. If you believe that someone else has used your details at the time of being apprehended, we request that you send the following;

a. For full identity theft – both your name and address have been fraudulently used

We need a copy of photographic identification of yourself, passport, driver's license or any other documents that contain your photograph and address

b. For misuse of your address

We need a copy of any document that lists all occupants of the house such as voter roll, council tax bill or as a minimum any recent documents (within last 3 months) with your name at that address, such as utility bill, bank statement (you can blank out all personal details)

We will use this to match the identification against the information held by our client and this company. You should also visit a police station with identification to report the fraudulent use of your name and/or address details. When you report the use of your details to the police, we require the name of the police station attended, the name of the officer dealing with the offence and the crime reference number.

It is important that you provide the evidence required, as we continue to hold your information, which may be disseminated to a third party, within the provisions of the DPA. We must continue to hold the current information until we receive evidence from you to the contrary.

It is also important for you as someone may be committing further wrongful acts using your identity.

For more information on identity theft, please visit www.identitytheft.org.uk.

31. I don't believe you should have been given my details, how can you hold them?

The Association of Chief Police Officers Data Protection Portfolio Group and the Information Commissioner have confirmed that Section 35(2) of the Data Protection Act 1998 allows for disclosure when it is necessary for the purpose of/or in connection with any legal proceedings. Due to the fact we are classed as agents on behalf of our clients, we have the right to be in possession of these personal details for this purpose.

32. What Personal Data do you hold?

If you are 16 years or over you are advised that basic personal information regarding your wrongful act may be held on a national database of individuals involved in civil recovery incidents. This information is available to prospective employers within client companies with a legitimate interest to screen an individual's integrity in relation to employment decisions. No screening can take place without your knowledge or consent, which would be requested during the recruitment process. This information is held within a closed user group in accordance with the provisions of the Data Protection Act 1998 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. This information may also be available for the purposes of crime prevention and detection and available to the Courts, legal advisors, crime partnerships and the police where there is a legitimate reason for doing so in accordance with the Act.

In principle the Data Protection Act 1998 does not prevent the use of data for civil recovery and employment screening purposes provided that the data protection principles are complied with.

If you are unhappy with the way RLP has handled your personal information, please contact us on 0844 245 1144 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

33. If you don't understand

If for whatever reason, you do not understand our civil claim, you are advised to seek assistance as legally it is your responsibility to resolve this matter. A lack of understanding is not recognised as an acceptable defence. You can contact our claims department who can assist you. Alternatively you can seek independent legal advice through solicitors or organizations like the Citizen's Advice Bureau (CAB).