



## CHARLES RUSSELL

our client offered you a headset and the technical manager, Chris Seymour, offered instructions on how to use it. However, you chose not to use the headset and were instead offered a seat below the speaker, Mr Bowen, at the front of the hall where you said you could "hear Mr Bowen well". At all times the hearing system was available and working. Should you decide to proceed with this matter, our client will produce witness statements confirming this.

### **Charitable trust**

We draw your attention to the fact that our client is a charitable Trust which operates on a not for profit basis. We assume that you are not bringing this claim for financial reward, but for the commendable purpose of ensuring that public venues comply with the Disability Discrimination Act 1995. However, as previously stated, the Old Market Trust is in full compliance with this Act, and makes every effort to ensure that all members of the community are fully catered for on an equal basis. Our client will continue to comply with the Act in future. Accordingly, your claim will fail and serves no purpose.

### **Failure to meet with our client**

Our client has written to you asking if you would meet with a Mr Stephen Neiman so that he could demonstrate the suitability of the system and offer help in any way that he could. Though our client has not received a response to this offer, Mr Neiman has instructed us to again extend this invitation to you.

### **Unnecessary costs**

We refer you to Part 27 of the Civil Procedure Rules 1998 ("CPR"). Due to the sums involved in this matter, this case is likely to be allocated to the Small Claims Court in which each party is liable for its own costs. However, under Part 27.14 (2)(b), the court may order a party to pay a sum to another party in respect of that party's costs:

*"such further costs as the court may assess by the summary procedure and order to be paid by a party who has behaved unreasonably"*

Should you choose to continue with these proceedings our client will vigorously defend this claim and pursue costs on the above basis.

### **Your website**

We refer you to Part 31.22 CPR:

*"A party to whom a document has been disclosed may use the document only for the purpose of the proceedings in which it is disclosed, except where...(c) the party who disclosed the document and the person to whom the document belongs agree."*

We hereby put you on notice that we do not consent to this letter, or any other correspondence from our client or this firm, being posted on your website; blog; or being disclosed in any other public forum.

### **Phone call**

We are aware that you have attempted to contact these offices on Friday 9 February 2007. Please note that we have attempted to return your call on two separate occasions, but there has been no response and we have been unable to leave a message. Should you wish to contact these offices then please telephone Mr Andrew Thomas on the above number.

Yours faithfully

Charles Russell LLP