

Glossary

Adjournment	To suspend a hearing until a later time.
Alternative Dispute Resolution	(ADR) Several different ways in which a dispute can be resolved without going to Court such as arbitration and mediation.
After the Event Insurance	(ATE Insurance) An insurance policy to protect the Claimant against paying Disbursements and the Defendant's costs should the Claimant's claim not succeed.
Barrister	Also known as Counsel, a lawyer specialising in Court room representation, drafting Court documents and providing expert legal opinion.
Breach of Duty	Sometimes referred to as Negligence, when a person or organisation fails to carry out an act (such as driving a car or providing medical care) to the standard that is reasonably required in the circumstances.
Costs & Case Management Conference	(CCMC) A hearing at which a Judge will give directions of the steps the parties are required to take to prepare a claim for trial and set a costs budget for the claim.
Causation	The link between the Breach of Duty and the harm this has caused to the Claimant.
Civil Procedure Rules	(CPR) The rules that must be followed in civil proceedings.
Claimant	The person or organisation making a claim.
Conditional Fee Agreement	(CFA) Also known as a "No-Win No-Fee Agreement", the contract between a Solicitor and client in which the Solicitor typically receives no payment for their work if the claim does not succeed. If the claim is successful, the Solicitor typically claims a higher than normal fee to reflect their risk in taking the case on.
Conference	A meeting typically between the client, Solicitor and Barrister to discuss the case and agree on the next steps. Other parties such as witnesses and experts may also be asked to attend.

Consent Order	An order sealed by the Court, the contents of which have been agreed between the parties.
Counsel	See Barrister above.
Counterclaim	Where the Defendant makes a claim against the Claimant. For example, in a road traffic accident, both parties may consider the other party at fault and may both bring a claim against the other within one set of Court proceedings.
Damages	An award of money paid to a person or organisation for loss or injury.
Default Judgment	A Court order that the Claimant has been successful in their claim as a result of the Defendant not responding within the time limits set out in the Civil Procedure Rules.
Defence	A Court document filed by the Defendant setting out which parts (if any) of the claim they admit and which they deny.
Defendant	A person or organisation against whom a claim is made.
Directions	A Court order setting out the steps the parties are required to take to make the claim ready for trial and a time limit for each step. Common examples of the required steps are to disclose documents, exchange witness statements and serve expert evidence.
Disbursement	Fees paid by Solicitors to third parties (such as Court fees and expert fees) during the course of a claim on behalf of the Client.
General Damages	A sum of money which is intended to compensate a Claimant for pain, suffering and loss of amenity caused by the Defendant. General damages can be claimed in respect of physical and psychological injuries.
Letter of Claim	A letter sent to the Defendant setting out the details of the claim that they are obliged to respond to. It also provides notice that Court proceedings may be brought against them.
Liability	A legal responsibility for an act or omission.
Limitation	The time limit for a Claimant to issue Court proceedings after the events giving rise to the claim have occurred. A Claimant cannot bring a claim beyond this time limit without permission from the Court.

Litigant in person	Someone who represents themselves in Court proceedings without a Solicitor or Barrister.
Negligence	See Breach of Duty above.
Omission	A failure to perform a particular act where there was a duty or a legal requirement for that act to be carried out.
Part 36 Offer	An offer made in accordance with Part 36 of the Civil Procedure Rules. If the party to whom the offer is made ('the offeree') does not accept the offer and the party making the offer ('the offeror') then beats the offer at trial, the offeree is usually ordered to pay the offeror's legal costs at an enhanced rate and cannot recover their own legal costs from the expiry of the offer onwards.
Particulars of Claim	A document prepared by the Claimant which sets out the facts of the claim, the allegations being made against the Defendant, the losses suffered and the remedy the Claimant seeks.
Prognosis	The likely or expected development of a disease or injury. Medical experts are usually asked to consider this when preparing a medical report.
Quantum	A term used to describe the monetary value of a claim.
Service	The formal procedure for sending documents to another party in a claim. There are strict rules regarding methods of service (e.g. Post, email, fax or personal) and on what day a document will be deemed served.
Schedule of Loss	A document produced by the Claimant in the course of proceedings to quantify the losses suffered as a result of the Defendant's actions.
Special Damages	The term used to describe financial losses suffered as a result of the Defendant's failures including loss of earnings, care and assistance and the cost of future treatment that may be required.
Stay (of Proceedings)	A pause to Court proceedings. Often requested when the parties want to explore the possibility settlement without incurring the costs of pursuing the claim.
Strike Out	Where part of or an entire claim or defence is removed from the Court proceedings and cannot be pursued any further.

Summary Judgment	Where the Court decides an issue or an entire claim before a full trial takes place. This can occur where a claim or Defence has no real prospect of success and there is no other compelling reason for a trial.
Trial	The final hearing in which the case will be determined.
Without Prejudice Save as to Costs	Correspondence marked with this will not be brought to the Judge's attention until after the claim has been decided and the Judge is considering which party should pay the costs of the claim. Offers to settle should be marked "without prejudice save as to costs" so as not to prejudice the offeror's stance in the claim but to allow him or her to bring the offer to the Judge's attention at the end of the trial to seek an appropriate order as to costs.