



Dispute Resolution Newsletter

Edition 5
March 2020

Welcome to the fifth edition of our Dispute Resolution newsletter which brings useful information about defamation and debt recovery.

Rumour has it: The Law on Defamation of Character

“Defamation” of character consists of both libel and slanderous publications. The distinction? Libel defamation is more permanent in that the defamatory statement is printed, published online (perhaps via social media) or broadcasted. Slanderous defamation on the other hand is impermanent including spoken words or gestures (perhaps a rumour circling amongst the locality).

What constitutes a “defamatory” statement?

In order for a publication to be defamatory, it must have caused or is likely to cause serious harm to your reputation. In the case of businesses, serious harm can include serious financial loss to the business. In addition, the statement must be untrue.

What action can be taken and who can take it?

In deciding whether a libel or slanderous publication is defamatory, the general test is whether, as a result of the publication, a person’s or company’s reputation has been adversely affected by the publication. The person or company whose reputation has been affected can action a claim to sue the party responsible for the defamation for damages.

Can I bring a claim at any time?

In short, no. Claims for defamation of character must be actioned within 1 year of the publication of the defamatory material. However, in exceptional circumstances the court may set this rule aside.



L-R: Gwenno Price-Jones, John Partington, Tracey Powell, Stephen Foote, Catrin Williams



www.allingtonhughes.co.uk
enquiry@allingtonhughes.co.uk





Recovery of debt

What does recovery of debt mean?

You have invoiced your customer as normal, agreed payment terms, or the payment is due within a certain amount of days. But your client does not pay despite you politely reminding them by email/phone that the invoice is outstanding.

If payment is not forthcoming, or your requests are being ignored, then you will need to take steps to ensure that the outstanding invoice is paid. At this stage, we suggest that you seek legal advice.

How can a solicitor assist?

We will be able to consider any contract entered into, the terms of the payment and discuss the options available to you. If the matter is a straightforward one, then it is usual practice for a letter before action to be sent to the debtor.

What is a letter before action?

This letter is a formal letter in line with the court rules and must contain certain specific information. These include details of what you are claiming i.e. the unpaid debt together with any interest (if applicable), the timescale to respond/pay and putting the customer on notice that court proceedings will be issued without any further notice. By law, interest can be charged on any late payment if the debtor is a business, if the debtor is a consumer, you must stipulate in the letter before action that interest will be charged at a specific rate.

What if the invoice is still outstanding?

We will be able to advise you of the options available to you, which will likely involve court proceedings. We can advise on the process, cost, prepare the paperwork on your behalf or go on the court record.

If you believe that you would benefit from a meeting with one of our solicitors, then please do not hesitate to get in touch. We deal with a wide range of issues, which include:

- Property & boundary disputes
- Landlord & tenant disputes
- Consumer/contract disputes
- Debt recovery
- Harassment
- Probate disputes
- Construction disputes
- Negligence claims
- Defamation
- Partnership/shareholder agreements

**10 Grosvenor Road
Wrexham
LL11 1SD**

01978 291000

**2 Vicars Lane
Chester
CH1 1QX**

01244 312 166

**Bank Buildings
Llanrwst
LL26 OLS**

01492 641 222