

## **CREATING YOUR OWN 'WITNESS STATEMENT' OR STATEMENT OF EVIDENCE**

1. A Statement of Evidence is a signed statement by a witness, setting out the facts of a case as known personally to him/her. Such a Statement is usually required when proceedings have been issued against a debtor for payment of an account, and a defence has been filed with the court, so that the action is likely to go to a hearing. However, occasionally, where the circumstances of the case is complicated or in dispute, the Company's Solicitors may ask for one or more statements of evidence from the person's concerned before actually commencing proceedings.
2. The Statement must be compiled under the following heading, maintaining the same order and always numbering and paragraphs in the same way. Answers under the various headings, apart from personal details, may all require careful consideration before deciding what is to be written down. Furthermore, if the debtor's defence challenges the validity of the contract, the effectiveness of the work, the quality of the goods, or liability for damage/expenses, etc, the appropriate paragraph should be in as much detail as possible.
  - (a) The witness is to give his/her full name, age, home address and appointment with the company.
  - (b) The witness is to describe how long he/she has been with the Company, and in general terms how experienced he is in his present job. The reason for this information is that it is important that the Company's Solicitors, and in due course the Court, are aware of the witnesses knowledge of his subject, and therefore has competence to give evidence in support of the Company's claim and/or in defence of the debtor's counter-claim.
  - (c) The witness is to describe how he/she first met the debtor for the purpose of arrangement a contract, making a sale, carrying out work, or dealing with a complaint, etc. ie letter from the debtor, telephone enquiry, or instruction to call at the debtor's premises, etc.
  - (d) The witness is to state how he/she can identify the debtor, or the debtor company's representative concerned. Ie. introduction by someone else, self-introduction, previous personal knowledge etc.
  - (e) The witness is to describe in as much detail as possible about the claim regarding what was said, and by whom, during the interview, telephone conversation, site meeting, etc. If the debtor is disputing the validity of a contract, and a signature is not held on the file, precise details of what took place are to be given, and also what was said when the contract was agreed verbally. If the effectiveness of the work or liability (or extent) of damage/expense is in dispute, precise details are to be given of the evidence found by the witness during inspection, and his considered opinion as to whether the debtor's complaint/allegation is justified, or otherwise, together with his/her reasons.
  - (f) The witness is to state what was the first complaint about the problem, when and by whom made, and what was said or done as a result, referring to relevant correspondence, if any. He/she is to deal similarly with any other subsequent complaints.
  - (g) If the witness has had to call on the debtor at any time to apply for payment of the account, he/she is state to the best of his/her recollection the words said on each occasion.
3. Finally, the witness is to read through his/her statement of evidence carefully, and he/she is then to sign and date it.
4. End of Statement usually is as follows:-

## **STATEMENT OF TRUTH**

I believe that the facts stated in this Witness Statement are true.

Signed:.....

Dated:.....

**BELOW HERE IS A EXAMPLE OF HOW YOU SHOULD SET OUT YOUR WITNESS STATEMENT DETAILS WHICH HAVE BEEN TAKEN FROM A FICTICIOUS 'CLAIMANT' WHO HAS SET OUT THE DETAILS OF HER CLAIM. THE DEFENDANT IS A ROGUE ELECTRICIAN, WHO HAS UNDERTAKEN SHODDY WORKMANSHIP ON HER PROPERTY, AND THE CLAIMANT IS SUING FOR COMPENSATION:-**

**Witness: Mrs. Veronica Smith  
1st Statement of Witness  
Dated: 2.2.08**

### **CROYDON COUNTY COURT**

**Claim No. CC01633**

**BETWEEN**

**Mrs. VERONICA SMITH**

**CLAIMANT**

**-V-**

**Mr. JASON SPARKS**

**DEFENDANT**

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### **WITNESS STATEMENT OF MRS. VERONICA SMITH**

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1. I, Veronica Smith of 182 South West Grove, Richmond, Surrey SW14 5NX, the Claimant in this case make this statement in support of my claim against the Defendant, Mr. Jason Sparks of 59 St Austell Road, Streatham, London SW16 4PL. The matters set out below are within my own knowledge, except where I indicate to the contrary.
2. Mr. Jason Sparks was brought onto site (our home) at the above address to carry out electrical work. These works were to include first fix and second fix to all the electrics within our new extension. As per the quote from Mr. Jason Sparks these works were to include 1 radiator, 1 light switch, 2 double sockets and 6 down lights.
3. In addition to these works that were already included in our building price we asked Mr. Jason Sparks to quote for and carry out the following:
  - 4 x additional down lighters
  - 1 x additional double socket
  - 1 x wiring and fixing of exterior light
  - 2 x dimmer switches
  - 1 x armoured cable to be supplied and fit to supply power to summerhouse
  - 2 x double socket in summerhouse
  - 2 x spotlights in summerhouse
  - 2 x junction boxes

- 1 x electrical connection for oven  
1 x under floor heating system to act as a sole source of heat in extension.
4. Mr Jason Sparks quoted £1,245 to be paid in cash for the above works to be carried out.
  5. Mr. Jason Sparks was on site on or around the dates of the 27<sup>th</sup> and 28<sup>th</sup> February 2008, and then again on or around 13<sup>th</sup> and 14<sup>th</sup> March 2008..
  6. Mr. Jason Sparks carried out the works above with an assistant who we later found out was his son. Jason Sparks was paid cash for all works carried out for us, and at no point did we receive any invoices, receipts or guarantees. It has since come to our attention that these works should of by law been carried out by a 'Part P' certified electrician. We have never received any 'Part P' certification for these works.
  7. We were instructed by Mr.Sparks to leave the under floor heating system for 10 days after installation before attempting to switch it on.
  8. After 10 days when we switched the under floor heating system on, there was insufficient heat and the room was cold.
  9. After trying to contact Mr. Sparks for several days, we received a phone call from him on or around the 16<sup>th</sup> March 2008 to inform us that he had laid the wrong cable and that the room would never heat to the standard we had agreed upon and required. Our builder Mr. Douglas McNeath was immediately made aware of this situation and tried to assist us in remedying this problem. It was suggested that we could re-tile over the existing floor tiles and lay another under floor heating system, although this idea would not work as the kitchen appliances were already at a maximum height underneath the work surfaces.
  10. We unable to reach an agreement and requested a meeting between ourselves, Mr. Jason Sparks and Mr. Douglas McNeath. During the course of this meeting at our home, Mr. Jason Sparks made it clear he had no intention of compensating us for his mistake other than agreeing to supply the cheapest radiator he could find.
  11. Mr. Sparks refused to pay for the tiles to be taken up and a new under floor heating system to be installed as per out letter addressed to him dated 21<sup>st</sup> March 2008. This left us with no alternative but to install a radiator of our choice, at our own cost in order to remedy the problem as quickly as possible as our newly finished extension was freezing cold. The cost of buying and fitting the radiator was £981.33. (Receipts and invoice for plumber available) In order to recoup our ever increasing costs we felt we had no choice but to pursue compensation through the legal system. Consequently Mr. Jason Sparks offered us £500 in a letter dated 19<sup>th</sup> April 2008 and entitled 'WITHOUT PREJUDICE SAVE AS TO COSTS'.
  12. On the 19<sup>th</sup> April 2008, the oven that had been installed by Mr. Sparks stopped working and we called out another electrical company called Mr. Electric, who were a large local electrical company to investigate, the problem. They discovered that there was no earth supply to the enclosure and therefore to the cooker and summerhouse. As Mr. Electric investigated further a catalogue of problems came to light with the work carried out by Mr. Jason Sparks. This discovery was extremely alarming as the electrical work carried out by Mr. Sparks had been left in a very dangerous and potentially life threatening state. Needless to say none of Mr. Spark's work had been certified.

13. We immediately instructed Mr. Electric to carry out remedial works at our property as we were extremely concerned for our safety and that of our young children. The cost of this work was £921.53. (Receipts and diagnostic report available)
14. We now realised that not only had Mr. Jason Sparks broken his verbal contact with us concerning the under floor heating, all electrical work carried out by Mr. Sparks was sub standard and dangerous. For this reason we have added to our original claim.
15. We have also invested a substantial sum of money pursuing Mr. Jason Sparks through the legal system, and this in addition to the money we have had to pay to remedy Mr. Sparks's incompetence has left us in considerable debt.
16. As per the courts directions dated 16<sup>th</sup> March 2008, ourselves and Mr. Jason Sparks jointly instructed 'So Warmfloor' to carry out a report on the existing under floor heating system and to quote for repair/replacement. We received the relevant paperwork and have filed a copy to both the courts and Mr. Jason Sparks on the 10<sup>th</sup> May 2008. My husband and I have paid So Warmfloor in full for this report, a sum totalling £393.75, and despite several requests have still not received half of this payment from Mr. Jason Sparks as per the courts instructions.

**(MRS. VERONICA SMITH)**

**STATEMENT OF TRUTH**

I believe that the facts stated in this Witness Statement are true.

Signed:.....

Dated:.....