

## **RIGG & CO**

### **TERMS AND CONDITIONS OF BUSINESS**

Set out below you will find the basis upon which this firm carries out professional services on behalf of clients.

#### **1. Location of Office and Hours of Business**

The postal address for the office is:

Rigg & Co  
23 Russell Grove  
Bristol BS6 7UD

Normal office hours are between 9 00 a.m. and 5.00 p.m. on weekdays. Most appointments with clients take place outside of the office. In addition, the firm will arrange appointments with clients outside of these appointed office hours, as and when necessary. Out of hours, messages can be left on the office answerphone service.

#### **2. Responsibility for the Work and Complaints**

- a) The person who will conduct this matter will be Mr Anthony Rigg. Mr Rigg is the sole principal in this practice and has overall responsibility for the work.
- b) If Mr Rigg is not available, then his receptionist/administrator/secretary may be able to assist you or take a message.
- c) We seek to provide a friendly, professional and efficient service. In the event that there is any problem with the service that we have provided, then please raise the matter with our Mr Rigg. You will then be sent particulars of our Complaints Handling Procedure. In summary:-
- d) Initially we shall use our best endeavours to resolve your complaint ourselves. We shall acknowledge receipt of your complaint within 5 working days and thereafter investigate your complaint and let you have a response, if possible, within a further 10 working days. If you remain dissatisfied, we would welcome your further comments and we shall review our decision (more details and timescales are contained in our Complaints Handling Procedure).
- e) If we are unable to resolve your complaint you can refer it to the Legal Ombudsman. This must normally be done within 6 months of our 'final decision letter'. (More information about this is contained in our Complaints Handling Procedure). The Legal Ombudsman can investigate complaints for up to six years from the act or omission about which you

are complaining or within three years of the date that you should reasonably have been aware of the issue, whichever is the later.

The Legal Ombudsman's contact details are: -

Legal Ombudsman  
PO Box 6806  
Wolverhampton  
WV1 9WJ

Telephone: 0300 555 0333

E-mail: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

- f) Alternative Dispute Resolution (ADR). This is another type of mediation service which we can both agree to use if it seems applicable, taking into account the nature of your complaint.
- g) There are certain complaints, for example, concerns of dishonesty, or discrimination, which you may wish to refer to our regulator, that is, the Solicitors Regulation Authority. You will find more information about this on the SRA website: [www.sra.org.uk](http://www.sra.org.uk)

The SRA address is: -

The Cube  
199 Wharfside Street  
Birmingham  
B1 1RN

## **Costs**

- a) We will discuss with you the most appropriate funding arrangement for you at the start of the case. Examples of funding arrangements for work undertaken by this firm include Conditional Fee Agreements backed where appropriate by After the Event Insurance, Before the Event Insurance (legal expenses policy) or a private client retainer. In the absence of an alternative funding arrangement, the matter will be conducted on a private client basis.
- b) Fees are calculated by reference to the amount of time spent on a matter. The time is recorded as attendances and perusal and preparation of papers. In addition, a charge will be made for any time spent travelling and waiting; and there is a unit charge of 6 minutes for routine one-page letters and routine telephone calls.

- c) The current hourly rates are set out below. Please note the rates are exclusive of VAT, which will be added to any invoice.

Mr A Rigg: £217.00

- d) The hourly charging rate may be increased but before any such increase the same will be agreed with you. Our hourly rate is normally reviewed on an annual basis.
- e) During the course of any case there will be certain expenses we will incur (known as disbursements), for example, court fees; expert witness fees; the cost of obtaining medical notes and records; and counsel's fees (the professional fees of barristers). We may require a client to make a payment on account of such expenses and again will require the client to discharge the expense within a reasonable period after the expense has been incurred. We will not incur such an expense without your specific permission and instruction.
- f) It is not the policy of this firm to submit interim bills on account of our own firm's fees.
- g) Costs are payable whether or not the matter is successfully concluded or completed, save for special arrangements that apply in Conditional Fee cases.
- h) In circumstances where you choose to transfer the matter to another firm of solicitors, then an account will be raised to cover all work undertaken to the date that we are no longer instructed to include all costs, fees and disbursements.

**3. Liability to Costs, Conditional Fee Agreements, Before the Event Insurance (Legal Expenses and Private Client Basis)**

**a) Conditional Fee Agreement.**

If your funding arrangement is by way of a Conditional Fee Agreement, we will explain in full your costs liability to this firm and to an opponent. We will explain how the Conditional Fee Agreement works, and the basis of the no win – no fee funding arrangement. In addition, the circumstances in which, after the institution of proceedings, you might become liable for your opponent's costs should the claim be unsuccessful and the insurance arrangements that may be available to indemnify you (meet the liability on your behalf).

**b) Before the Event Insurance/Legal Expenses**

Where you have the benefit of legal expenses insurance, then your costs will (subject to the particular policy wording) be met by the insurer and in addition any costs liability to your opponent will be paid on your behalf by the insurer. Each policy must be read separately, as the policy wording will be unique to that particular insurance company. You will be advised separately if this particular funding arrangement applies to you.

c) **Private Paying Client**

If your claim is to be funded on a private paying basis, then you will be responsible for your own costs. You will be responsible for the entirety of those costs, notwithstanding the amount that we are able to recover from the unsuccessful opponent. If the action is unsuccessful and where you have issued and served proceedings upon your opponent, then you will in normal circumstances have a liability to pay the opponent's costs.

4. **Duration of the Action and Costs Estimate.**

a) **Duration of the Action**

It is not possible to predict with any certainty how long a dispute or litigious proceedings will last. We will provide an estimate of the duration of the action based on our experience. However, proceedings may settle earlier or last longer than the estimate provides.

b) **Costs**

Costs will accumulate during the life of the action. There are a number of factors that contribute to the accumulation of costs, but much depends upon the speed with which the matter is brought to a conclusion and the position adopted by the opponent. Again, based upon our experience we will provide an estimate, however, the costs may either be lower or exceed the estimated figure.

5. **Money Laundering**

a) **Proof of Identity**

In order to comply with the law on money laundering we need to obtain evidence of your identity as soon as practicable. We should therefore be grateful if you will provide us with documents to verify your identity and address. We shall discuss what documents we require with you.

b) **Confidentiality Proof of Identity**

Solicitors are under a professional and legal obligation to keep your affairs confidential. This obligation is subject to a statutory exception. The recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the

National Criminal Intelligence Service. Where a solicitor knows or suspects the transaction on behalf of a client involves money laundering the solicitor may be required to make a money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure we may not be able to inform you that a disclosure has been made or the reasons for it because the law prohibits 'tipping off.' Where the law permits us to do so we will tell you about any potential money laundering problem, explaining what action we may need to take.

## **6. Storage of Papers**

We will store the file of papers relating to the matter for the period required as applicable, in normal circumstances a minimum of 6 years. Thereafter, the papers will be destroyed. If you require papers to be kept for any specific period, notice will be required in writing to Rigg & Co to that effect.

Future instructions unless otherwise agreed to the contrary and subsequent to the application of the then current hourly rates, the terms and conditions set out in this communication will apply to any further instructions given by you to this firm.