

SIMPER LAW LIMITED

TERMS OF ENGAGEMENT

1. CONTACTING US

Our Norwich office is open from 9.00 am to 5.00 pm, Monday to Friday. Our Great Yarmouth Office is open from 10.00am to 4.30 pm, Monday to Friday

Our switchboards are open from 9.00 am to 5.00 pm, Monday to Friday. If you are calling outside those hours, a message can be left on our voicemail.

2. HOW LONG WILL IT TAKE

The nature of legal work makes it difficult to give accurate estimates of how long a matter will take to complete. We will discuss time scales with you when we take your initial instructions. Although we attempt to meet any agreed timescales, and deal with everything as quickly and efficiently as possible, you should bear in mind that the speed which work can be completed is frequently affected by the speed of the response of other people which is outside our control.

3. WHO WILL DO MY WORK?

You will be informed as to whom will be undertaking your Work in our initial engagement letter. That person may delegate certain aspects of your matter to other lawyers in this firm, in order to ensure that it is handled in the most effective manner. We will keep you informed as to the progress (or reasons for lack of progress) and of action being taken. We will also explain and assist you in any action which you yourself should take. You are required to provide us with clear instructions throughout the transaction and where requested provide those instructions in writing.

4. PROBLEMS OR COMPLAINTS

Simper Law is committed to providing high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill you should, in the first instance, address your query or complaint to the person dealing with your work. He or she will endeavour to resolve it for you. If your concern should remain unresolved, please raise it with the complaint's manager, Victoria Rose-Smart who will advise you of the complaints procedure. A copy of the complaints procedure is available on request and is available on our website.

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman.

If you are not satisfied with our handling of your complaint you have the right to complain to the Legal Ombudsman at the conclusion of our complaints process. Details of the Legal Ombudsman can be found at www.legalombudsman.org.uk. Their postal address is: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are

complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

5. MONEY LAUNDERING

Like all firms of solicitors we are now required by law to apply procedures to guard against the risk of money laundering. It will help us to avoid any problems with your legal work if you bear in mind the following points:-

Identification Checks: Please refer to client care letter.

Cash: We will only accept a cash amount up to a limit of £1000 in any 28 day period. When we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Confidentiality: We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required under the Proceeds of Crime Act 2002 to make a disclosure to the National Crime Agency (NCA) where they know or suspect that a transaction may involve money laundering or terrorist financing. Money laundering includes all proceeds of crime and covers all offences, including for example tax evasion and benefit fraud. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

6. OUT OF POCKET EXPENSES (DISBURSEMENTS)

From time to time it might be necessary to incur expenses on your behalf. Such fees will be charged to you at cost. We make no margin or profits on these fees. Before such expenditure is incurred, it is an absolute requirement that you must first provide us with sufficient funds to cover these disbursements or expenses. We will always try and give you as much notice as possible of such payments being required.

7. SECRETARIAL AND OFFICE SERVICES

We make no charge for secretarial and typing services. However, we reserve the right to charge for photocopying and faxes.

8. BILLS AND TIME FOR PAYMENT

Payment of our fees is payable in advance and a receipted invoice will be sent to you on the completion of your matter. If, in exceptional circumstances, payment has not been received in advance the bill is required to be settled in full within 14 days of delivery. If the bill is not paid within 14 days, interest is payable on the overdue amount at the Court rate until payment is received in full. This rate is currently 8% per annum.

You are entitled to complain about your bill and the procedures for doing so are set out in paragraph 4.

9. INTEREST ON CLIENT MONEY

Any monies held or received by us on your account will be placed and held on our general Client Account in accordance with Solicitors Regulation Authority rules.

Our policy on the payment of interest in relation to money that we hold on your behalf is to account to you for all sums earned if the total exceeds £20.00. Below this sum we will retain any such sums earned without accounting to you for them. We believe that this policy is fair and reasonable and we will keep it under continual review, in the light of changing interest rates in particular.

By prior arrangement with you, we can sometimes place especially large sums of money on specific deposit if we feel the length of time we expect to hold it justifies doing so, in which case you will receive all the interest received on the account. General payments of interest are made without the deduction of tax but tax is deducted at source on specific deposits.

Please note that the rates of interest we might earn on your behalf are likely to be lower than you might otherwise obtain as an individual investor since we need to have instant access to all such funds.

10. TERMINATION OF REPRESENTATION

We reserve the right to cease to act for you in a particular matter, or in all your matters, and to decline to accept further instructions from you, if you fail to comply with any of your obligations to us. This includes obligations to pay our accounts as and when they fall due, and in such additional circumstances as may be prescribed by the Solicitors Regulation Authority from time to time. We must give you reasonable notice that we will stop acting for you.

You may end your instruction to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses. Please see section 14 for more details of our right to a lien.

If you or we decide that we should stop acting for you, you will pay our charges up until that point, based on our normal charging rates.

11. STORAGE OF YOUR FILES

At the conclusion of your matter we can provide you with the papers to which you are entitled, subject to any right we may have to retain them if our charges have not been paid.

Alternatively, we will arrange for your file to be placed in secure storage at our cost for a period of seven years (depending on the type of case it may be longer – please see our privacy policy). At the expiry of the seven year retention period, the file will be destroyed, unless you request otherwise and pay a fee for its further storage. Wills and title deeds are retained in our secure storage facilities until they are needed, regardless of when that might be, at no charge.

13. PRIVACY POLICY

Our Privacy Policy regarding the manner in which we deal with your Data under the General Data Protection Regulation, is sent to you the beginning of your case and is available on our website.

We may from time to time send you information which we think might be of interest to you and you submit your consent to this by signing and returning your acceptance of our terms of business.

14. EQUALITY AND DIVERSITY POLICY

Simper Law is committed to promoting equality and diversity in all its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

15. INVESTMENT ADVICE

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

If you have any problem with the service we have provided for you then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then the Solicitors Regulation Authority and the Legal Ombudsman provides complaints and redress mechanisms.

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman is the independent complaints handling body of the Law Society.

16. RIGHTS TO A LIEN

The common law entitles us to retain any money, papers or other property belonging to you which properly comes into our possession pending payment of our costs, whether or not the property is acquired in connection with the matter for which the costs were incurred. This is known as a "general lien". We are not entitled to sell property held under a lien but we are entitled to hold property, other than money, even if the value of it greatly exceeds the amount due to us in respect of costs.

If we are conducting litigation for you, we have additional rights. In any property recovered or preserved for you whether it is in our possession or not and in respect of all costs incurred, whether billed or unbilled. We also have a right to ask the court to make a charging order in our favour for any assessed costs.

17. OUTSOURCING

Sometimes other companies or people will do work on or have access to our files. This will include our IT support providers and the company who stores our closed files. If you have any concerns regarding this please do not hesitate to contact us.