

**AGREEMENT PROVIDING FOR THE TEMPORARY MANAGEMENT OF A
SOLICITOR'S FIRM DURING THE INCAPACITY OF A SOLE
PRACTITIONER / PRINCIPAL**

THIS AGREEMENT is made on the _____ day of _____ **BETWEEN** [AB - Insert name of sole practitioner / principal] (hereinafter called the Practitioner, which expression shall include his personal representatives and assigns) of the first part **AND** [XY/XY firm - Insert name of practitioner/firm] (hereinafter called The Manager) of the second part **AND** PQ/PQ firm – Insert name of substitute/firm (hereinafter called The Substitute) of the other part.

WHEREAS

1. The Practitioner is carrying on the practice of solicitor at (hereinafter called The Practice).
2. The Manager is carrying on the practice of solicitor at
3. The Substitute is carrying on the practice of solicitor at
4. The Practitioner wishes to make arrangements to ensure that The Practice continues during any period of his / her temporary incapacity, on the terms and conditions set out below.
5. The Manager has agreed to act as manager during any such period as defined below.
6. The Substitute has agreed to act as manager during any such period as defined below, if The Manager is unavailable because of his/her own temporary incapacity or other circumstances arise, because of which The Manager cannot reasonably be expected to act. In the event that this happens, The Substitute shall be deemed to be The Manager as referred to throughout this agreement.
7. Prior to the execution of this agreement, The Practitioner and / or The Manager have taken the prior steps set out in the schedule below.
8. The Practitioner has agreed to keep The Manager updated in relation to any changes to the information provided, as necessary, and at least on an annual basis.

**THIS AGREEMENT WITNESSES as follows:
COMMENCEMENT OF MANAGEMENT**

- (i) This agreement shall take effect in any one of the following circumstances:-
 - a) The practitioner is incapacitated, whether through illness, physical or mental, accident or otherwise from properly and effectively carrying on The Practice **AND**
The Practitioner furnishes a written request to The Manager to commence managing the practice **OR**
 - b) The Practitioner is certified by a medical practitioner, whether at the request of the Manager, or any other person, as being incapable of carrying on his / her practice **AND**
The medical practitioner(s) also confirms that the incapacity is likely to remain for a period of not less than four weeks, but is likely to be temporary **AND**
The Manager is furnished with a copy of the medical certificate.
- (ii) The Manager is **hereby authorised** to make the request for a medical certificate.
- (iii) On receipt of the written request from the Practitioner, referred to above, or receipt of the medical certificate referred to above, The Manager shall commence to manage The Practice, provided that both the Practitioner's professional indemnity insurers and The Manager's professional indemnity insurers provide such cover as may be necessary.
- (iv) The business of The Practice shall be carried on under its existing name and all reasonable steps shall be taken to preserve the goodwill of the firm.

- (v) The Manager shall not accept instructions in his / her own firm from any client of The Practice in relation to any matter, during the period of management.
- (vi) The Manager shall not be permitted to make any drawings.
- (vii) The Manager may, but will not be required to, attend to the day-to-day work of the firm personally.

MANAGER'S AUTHORITIES

The Manager shall have authority to do all acts necessary for the proper operation of The Practice including the following:

- (i) To act as an employed locum solicitor.
- (ii) To employ such staff as may be necessary, including a locum solicitor, or a book keeper, for the purpose of carrying on the business of The Practice.
- (iii) To take new instructions from clients.
- (iv) To operate the client accounts of The Practice in relation to clients' monies received, held or paid.
- (v) To operate the office accounts of The Practice to pay necessary overheads, operating within approved overdraft limits, if any.
- (vi) To pay the practitioner's spouse and / or dependants necessary amounts to fund day to day and other appropriate expenses from the office account of The Practice, subject to funds being available and in consultation with the firm's accountants.
- (vii) To negotiate additional loan facilities for the firm.
- (viii) Having exercised reasonable professional care, to sign letters, give undertakings and certify title.
- (ix) To deal with all disciplinary matters relating to staff, up to and including dismissal.

STEPS TO BE TAKEN BY THE MANAGER AT THE COMMENCEMENT OF THE MANAGEMENT

The Manager shall take the following steps at the commencement of the management period.

- (i) Notify the Law Society of the commencement of the management.
- (ii) Notify The Practitioner's professional indemnity insurers of the commencement of the management and seek written confirmation of such cover as may be necessary.
- (iii) Notify the Manager's professional indemnity insurers of the commencement of the management and seek written confirmation of cover as may be necessary.
- (iv) Obtain any necessary extension of professional indemnity insurance to cover any additional employees.
- (v) Notify the Practitioner's banks of the commencement of the practice.

KEEPING THE OWNER INFORMED

If the Practitioner is in a position to be involved, The Manager shall keep him/her reasonably informed about the affairs of the practice.

REMUNERATION

The Manager shall be entitled to remuneration for all work done in connection with the management of the practice.

- (i) When The Manager commences to manage the practice, The Manager will be paid an hourly rate based on an average current salary of an assistant solicitor of ten year's standing.
- (ii) The Manager will also be entitled to be reimbursed all expenses reasonably incurred in connection with the management of the practice, subject to the expenses being properly vouched. This will include any additional professional indemnity insurance premiums which he / she incurs on his / her own insurance policy, as necessary.
- (iii) In the event of a dispute relating to the remuneration of The Manager or reimbursement of his / her expenses, the Practitioner's accountants will make a decision in relation to the matter, taking into account all such circumstances as they deem relevant. If this is not accepted by The Manager, the matter will be dealt with in accordance with the provisions for disputes below.

BOOKS OF ACCOUNT

- (i) The Manager shall take all reasonable steps to keep the books of account and all the existing records of the practice up to date.
- (ii) The Manager shall take all reasonable steps to ensure that the annual reporting accountant's report is submitted to the Law Society on time.
- (iii) The Manager shall take all reasonable steps to make arrangements to ensure compliance with the practitioner's obligations under the Taxes Acts, to include the filing of VAT, PAYE and PRSI returns and the discharge of liabilities incurred. For the avoidance of doubt, the Manager shall not be responsible for filing the Practitioner's personal income tax returns or for making pension contributions.

INDEMNITY

- (i) The Practitioner agrees that he, as owner of the practice, will continue to be fully responsible for compliance with the Solicitors Acts, regulations and all other matters relating to the practice and indemnifies The Manager for any loss arising because of breaches.
- (ii) The Practitioner also indemnifies The Manager in respect of any breaches of the Solicitors Acts or regulations which occurred prior to the commencement date.
- (iii) This indemnity shall operate, provided that The Manager acts in good faith. It shall not operate if The Manager acts recklessly or manifestly in error.

TERMINATION OF MANAGEMENT

- (i) The period of management shall terminate by either party giving one calendar month's notice in writing to the other party or such other period as is agreed .
- (ii) In exceptional circumstances notice of immediate termination can be given by either party.
- (iii) The Manager shall give all reasonable assistance and explanations for the proper handing back of the management of the firm.
- (iv) The Law Society shall be informed of the termination of the management period.

MANAGEMENT PERIOD NOT TO CONTINUE IF THE PRACTITIONER'S PRACTISING CERTIFICATE IS NOT RENEWED

If The Practitioner's practising certificate expires during the period of the management and the Practitioner is not in a position to renew his / her practising certificate, this management agreement will not continue beyond the date of the expiry of the practising certificate.

DISPUTES

Any dispute arising between the parties to this agreement shall be settled by AA [here name the individual], who is to act as expert and not as arbitrator and his / her decision is to be binding on the parties. If AA is not available an alternative expert shall be appointed by agreement between the parties.

CONFIDENTIALITY

The existence of this agreement, and its terms, are confidential and none of the parties may disclose anything about this agreement except to the Law Society, or, in confidence, to the parties' professional advisers, or if required by law to do so.

SIGNED

SCHEDULE OF PRIOR STEPS TAKEN

1. The Practitioner has given general information to The Manager with regard to the practice, its organisation and staff.
2. The Practitioner has confirmed all locations at which files of the practice, current or closed, are held.
3. The Practitioner has given The Manager a full set of keys to the office premises.
4. The Practitioner has given The Manager a sealed envelope containing all passwords to The Practitioner's computer system, including the password for the principal's level. All changes in passwords will be placed in a sealed envelope and left with the Practitioner's current secretary.
5. The Practitioner has given The Manager a comprehensive list of the firm's service providers, with contact details.
6. The Practitioner and Manager have arranged with the relevant banks that The Manager is to be a signatory on all client accounts and also on office accounts, as necessary.
7. The Practitioner has given the Manager information about The Practitioner's history of regulatory investigations and the outcome of these.