**AGREEMENT PROVIDING FOR THE TEMPORARY MANAGEMENT OF A SOLICITOR’S FIRM DURING THE TEMPORARY INCAPACITY OR ABSENCE OF A SOLE**

**PRACTITIONER / PRINCIPAL**

The within template is a guide only and should be amended to suit the individual requirements of the Sole Practitioner/ Principal and the Manager and Substitute as required.

**THIS AGREEMENT**is made on the day of

**BETWEEN**

1. [*Insert name of sole practitioner/principal*], of [*insert address*] (**the Practitioner**);
2. [*Insert name of practitioner/firm*], of [*insert address*] (**the Manager**); and
3. [*Insert name of substitute/firm*], of [*insert address*] (**the Substitute**).

**WHEREAS**

1. The Practitioner is carrying on the practice of solicitor at [*insert address*] (**the Practice**).
2. The Manager is carrying on the practice of solicitor at [*insert address*].
3. The Substitute is carrying on the practice of solicitor at [*insert address*].
4. The Practitioner wishes to ensure that the Practice continues during any period of temporary incapacity (**the Management Period**), on the terms and conditions set out herein.
5. The Manager has agreed to act as manager and provide the Services in accordance with the provisions of this Agreement during the Management Period.
6. The Substitute has agreed to act as manager and provide the Services during any such period as defined herein, if the Manager is unavailable because of temporary incapacity or if other circumstances arise, because of which the Manager cannot reasonably be expected to act. If 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.

**THIS AGREEMENT WITNESSES** as follows:

1. COMMENCEMENT OF MANAGEMENT

The Management Period shall take effect in any one of the following circumstances:

* + 1. The Practitioner is incapacitated, whether through illness, physical or mental, accident or otherwise from properly and effectively carrying on the Practice **AND**
    2. The Practitioner furnishes a written request to the Manager to commence managing the practice and provide the Services **OR**
    3. 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 their practice **AND**
    4. The medical practitioner(s) confirms that the incapacity is likely to remain for a period of not less than four weeks, or such other time as agreed between the parties, but is likely to be temporary **AND** the Manager is provided with a copy of the medical certificate**OR**
    5. Such other event as agreed between the parties [*insert details*].

**PROVIDED ALWAYS** that professional indemnity insurance is in place which provides adequate cover for the Manager and the Practice and enables the performance of this Agreement and the continued operation of the Practice.

1. MANAGER SERVICES

During the Management Period, the Manager shall have authority to do all acts necessary for the proper operation of the Practice including providing the following Services:

* + 1. To act as an employed locum solicitor.
    2. To employ such staff as may be necessary, including a locum solicitor, or a bookkeeper, for the purpose of carrying on the business of the Practice.
    3. To take new instructions from clients.
    4. To continue to deal with matters where instructions were provided to the Practice prior to this Agreement coming into effect.
    5. To operate the client accounts of the Practice in relation to clients’ monies received, held, or paid in accordance with the Solicitors Accounts Regulations 2014 or any successor to those regulations.
    6. To operate the office accounts of the Practice to pay necessary overheads, operating within approved overdraft limits, if any.
    7. To pay the 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.
    8. To pay the practitioner’s [*nominated persons*] 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.
    9. To negotiate additional loan facilities for the firm.
    10. Where necessary, to complete the required forms to apply for professional indemnity insurance cover for the Practice, seek quotes for and obtain a qualifying policy of professional indemnity insurance from brokers or insurers in accordance with the relevant professional indemnity insurance regulations in force.
    11. To sign letters, give undertakings and certify title.
    12. To deal with all human resource matters relating to staff.
    13. Attend to the **[**day-to-day**]**operations of the Practice (e.g. concerning [*specify*]);
    14. To carry on the business of the Practice under its existing name and take all reasonable steps to preserve the goodwill of the Practice.

1. 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.

* + 1. Notify the Law Society of the commencement of the management and provision of the Services.
    2. Notify the Practitioner’s professional indemnity insurers of the commencement of the management and seek written confirmation of such cover as may be necessary.
    3. Obtain any necessary extension of professional indemnity insurance to cover any additional employees.
    4. Notify any employees of the Practice.
    5. Notify the clients of the Practice, as and when necessary.
    6. Notify the Practitioner’s banks of the commencement of the Management Period.

1. KEEPING THE OWNER INFORMED

If the Practitioner can be involved, the Manager shall keep them reasonably informed about the affairs of the practice.

1. REMUNERATION
   * 1. The Manager shall be entitled to remuneration for all work done in connection with the management of the practice during the Management Period, as herein be agreed between the parties [*insert basis of remuneration*].
     2. The Manager will also be entitled to be reimbursed all expenses reasonably incurred in connection with the management of the practice during the Management Period, subject to the expenses being properly vouched.   This will include any additional professional indemnity insurance premiums which they incur on their insurance policy, as necessary.
2. FIRM ACCOUNTS
   * 1. The Manager shall take all reasonable steps to keep the firm accounts and all the existing records of the practice up to date.
     2. The Manager shall take all reasonable steps to ensure that the annual reporting accountant’s report is submitted to the Law Society on time.
     3. The Manager shall take all reasonable steps to make arrangements to ensure compliance with the practitioner’s obligations under the Taxes Acts, to include, without limiting the generality of the foregoing, 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.
3. INDEMNITY
   * 1. The Practitioner agrees that they, 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 during the Management Period.
     2. The Practitioner also indemnifies the Manager in respect of any breaches of the Solicitors Acts or regulations which occurred prior to the commencement date of the Management Period.
     3. 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.
4. TERMINATION
   * 1. This Agreement and the Management Period shall start be terminated by either party giving one calendar month’s prior written notice in writing to the other party or such other period as is agreed between the parties.
     2. In exceptional circumstances notice of immediate termination can be given by either party.
     3. The Manager shall give all reasonable assistance and explanations for the proper handing back of the management of the firm.
     4. All relevant parties shall be informed of the termination of the within Agreement.
5. 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 this Agreement or during the Management Period, and the Practitioner is not in a position to renew their practising certificate, this Agreement and the Management Period will not continue beyond the date of the expiry of the practising certificate.

1. DISPUTE RESOLUTION

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

[*The parties may wish to consider including provisions for Alternative Dispute Resolution methods to resolve a dispute.*  *Information on Alternative Dispute Resolution methods is available on the* [*Law Society Website*](https://www.lawsociety.ie/Solicitors/Representation/Committees/Alternative-Dispute-Resolution-Committee/)*].*

1. GENERAL
2. The Manager shall not accept instructions in their own firm from any client of the Practice in relation to any matter, during the period of management.
3. The Manager shall not be permitted to make any drawings
4. 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.

1. DATA PROTECTION

The Manager shall comply with all applicable data protection legislation and regulations in force (including but not limited to Council Regulation (EU) 2016/679 and the Data Protection Act 2018 and any modifications or re-enactments of them for the time being in force).

**SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SCHEDULE OF PRIOR STEPS TAKEN**

1. The Practitioner has given general information to the Manager about any business continuity plan, 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 all necessary information to enable them to carry on the practice.
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 shall be a signatory on all client accounts and 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.