

Terms and Conditions of Business

[Firm name]

[Date]

Dear [Client's name],

You have asked us to act as your solicitor in relation to the following.

Description of your case

.....

The following pages explain our terms and conditions of business while we are working for you. To prevent any misunderstandings at a later stage, it is important that you know what to expect and understand what our service involves. Please read the following terms and conditions carefully. We will be happy to answer any questions you may have.

Discussing your expectations

We will discuss your expectations with you and tell you if we think they are realistic. It is important that you always understand what is happening in your case.

We will give you general information and explain any procedures to do with your case as it progresses.

Our terms and conditions also apply to any extra work we do for you in relation to this case.

These terms and conditions will come into effect when you instruct us and we notify you in writing of our legal charges. This notification will be one of the following:

- the actual amount we will charge you; or
- an estimate of how much we will charge you; or
- an explanation of how we calculate how much we will charge you in your particular case.

We look forward to working with you. You should be aware that it may not be possible to achieve everything you wish. We may encounter difficulties during the transaction. We will try to overcome these as much as possible.

Once again, if you have any further questions, please contact us.

Yours sincerely,

Firm:

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1. Information about our firm

Name of firm:

Legal status: We trade as a solicitors' firm that provides legal services.

Address:

Phone number:

Fax:

Email:

Website:

Our qualifications

Each solicitor member of our firm, who provides legal services, has been admitted to the Roll of Solicitors held by the Law Society of Ireland and holds a current practising certificate, unless they have qualified abroad. We will give you information about the qualifications of other lawyers and support people on our staff, if you would like that information too.

Our firm number is

Our VAT number is

How we are regulated

The Law Society of Ireland is the regulatory body for solicitors in the Republic of Ireland. It regulates solicitors as detailed in the Solicitors Acts 1954 to 2011 and in the regulations made under those acts. The address is George's Court, George's Lane, North King Street, Dublin 7.

On the Law Society website www.lawsociety.ie you can access:

- the Solicitors Acts;
- the regulations made under those acts; and
- The Law Society's publication 'A Guide to Professional Conduct of Solicitors in Ireland' (3rd edition).

Multi-disciplinary partnerships

Multi-disciplinary partnerships are not currently permitted in this jurisdiction. These are partnerships with non-lawyers such as auctioneers and accountants.

Professional insurance

We have the appropriate legal level of professional insurance in place. See the section for details at the end of this document, in the Members' area of the Law Society's website (www.lawsociety.ie), under Precedents.

2. Before you become our client

Money laundering

Assets

Under anti-money laundering regulations, we need to be sure of your identity and where you have got your assets from before we can take on your case.

Identity

You will need to give us evidence that proves your identity, like your driving licence or passport, even if we already know you. We will also need you to give us a document showing your permanent address, for example an electricity bill or a bank statement, which has been sent within the last three months.

Source of assets

If you ask us to deal with any funds or property, you must have obtained them legally. If we become aware or suspect that these assets come from an illegal source, we must notify the Gardaí and the Revenue Commissioners without telling you, except in limited circumstances. We will immediately stop acting for you if we have to report illegal assets.

Even if you have not done anything that we must report to the authorities, we cannot transfer any assets or property funded by the proceeds of crime. This includes funds that have not been declared for tax purposes or that have been obtained by false means. In this situation, you would have to legalise your position before we could act on your behalf.

Conflicts of interests

We may not be able to act for you if there is a conflict of interests, or potential conflict between us, or between you and another client of the firm. For example, if before we accepted your instructions, we found out that we also acted for a person that you now wanted us to sue, then we could not act for you.

We have internal procedures in place to make sure that we can identify a conflict before we accept your instructions.

We aim to always give you independent advice. If, during the course of your case or transaction, we become aware of a potential conflict of interests we will tell you about it. We can then agree whether or not it would be appropriate for us to continue to act on your behalf.

3. Cooling-off period – your right to cancel

If our contract for legal services was not made with you at the firm's offices, you have the right to cancel the contract within 14 days, without giving any reasons. The cancellation period will expire 14 days from the date, following your instructions to us, that we agreed to act for you. You must inform us of your decision to cancel within this deadline. To meet this deadline, it is sufficient for you to send us a clear statement in writing before the cancellation period has expired. This statement can be sent by letter, sent by post, by fax or by email. You already have our contact details.

If you wish to use a cancellation form, see the sample form in the Section for Details at the end of this document. It is not obligatory to use a form.

4. Our service to you

We agree to carry out the work on your case or transaction with care and skill, in line with good professional standards.

Confidentiality

We will always respect the confidentiality of your affairs.

However, in the normal course of running a solicitor's practice, we must give access to bodies with legal powers, like:

- the Revenue Commissioners; or
- the Law Society of Ireland

We also use professional and other services, which will involve some access to files, including:

- accountants;
- risk assessment auditors;
- quality control companies; and
- IT maintenance contractors.

This allows us to manage our firm properly. We always try to make sure that the provider of the services is reputable and, where appropriate, we will require them to sign letters of confidentiality.

Confidentiality – maintenance and offsite storage

When we store files offsite, whether electronic or hard copy, we will take all reasonable steps to make sure that we keep your information confidential.

How to instruct your solicitor

It is important that you give us clear and accurate instructions from the very beginning, and that you give us any new information as the case develops. We will do our best to carry out the agreed work and to give you a confidential and friendly service.

When you tell us what you need done, we will explain your options to you. If there is anything you do not understand, please tell us right away so that we can answer your questions. We will then agree with you the actions to take.

Updating your instructions

We may need to update your instructions from time to time, for example if:

- new issues or information arise;
- events take an unexpected turn;
- we need more information from you; or
- fees or expenses have not been paid.

It is important that you give us instructions when they are needed. If you fail to do this, we cannot make progress. This may affect the outcome and, in some cases, may mean we have no choice but to stop acting for you.

Timescale for your case

We will estimate how long your case or transaction is likely to continue. As your case proceeds we will let you know what stage we have reached and what and when the next steps will be. This will save you having to inquire about your case. If any event occurs that will delay your case, we will let you know and give you our best estimate of a new timescale.

Timescale for litigation cases

Please note that time limits may apply in the following two situations, so please make sure that we have all the correct information in good time to take any necessary actions.

Certain actions must be taken by you or by us within a particular period or else your case will fail.

Civil Liability and Courts Act 2004

If you are making a claim under this Act, you must write a letter outlining the details of your claim within two months of the date of the accident. If you fail to do this, it may have a bad impact on your case and may also lead the court to award you only part, or none, of your costs.

5. Your permissions

If we need you to give us specific permission to do something we will ask you to sign a separate document for the particular purpose or one of the relevant forms in the section for details at the end of this document.

Otherwise, when you give us instructions, you are giving us permission to take various actions on your behalf, as set out below.

Our professional promises or undertakings

If you instruct us to repay money or to give a certificate of title to a bank or Building Society and we have promised them we will do so, you cannot change these instructions later. Likewise, if you instruct us to do any act on your behalf and we make a professional promise to a third party that we are going to do this, you cannot change your mind later.

Injuries Board

The Injuries Board is the independent government body which assesses the amount of compensation due to a person who has suffered a personal injury. By instructing us to handle an Injuries Board case and to deal with the Injuries Board for you, this means you are giving us permission to do this. You will be responsible for our fees and expenses, even if you are successful.

Barristers and experts

From time to time, it may be necessary to engage barristers and other experts on your behalf. We will select professionals whom we believe are competent. They will be directly responsible to you for the quality of their work.

Fees of barristers and other experts

When you employ us to handle a litigation case, the case may be settled between the parties before it comes to court, on the basis that the other side will pay your legal fees and expenses. Another possibility is that your case will proceed to court and the court will order the other side to pay your legal fees and expenses. If the case proceeds in either of these ways, you are giving us permission to pay any barrister or expert whom we employ on your behalf, from the money received from the other side for their fees.

Information from third parties

When you employ us to handle your case or transaction, you are giving us permission to get information from third parties to help us with your case or transaction, without asking for your permission again.

Data protection

When you employ us to handle your case or transaction, you are giving us permission to hold information for our records, including 'sensitive data' such as your;

- Personal Public Service (PPS) number; or
- Medical reports.

We will only use any personal or 'sensitive' information to help your case. If you have any queries about how we retain, store or use your data, please contact us and we will give you further information.

Storing information in electronic format abroad

By asking us to handle your case or transaction, you are allowing us to store your data and other information abroad, for example, when we employ the services of electronic storage companies who use IT storage abroad. If you have any queries, please contact us and we will give you further information.

By asking us to handle your case or transaction, you agree that we are not responsible for any loss of, or corruption of, information by any off-site electronic storage service that we use. We will try to make sure that the company we use is reputable.

Destroying the file

Usually we keep a client's file for at least six years and then destroy it. However, we never destroy original deeds or wills.

Your money

We will hold any money we receive on your behalf strictly in line with the Solicitors' Accounts Regulations.

By asking us to handle your legal case, you agree that we may hold any money you give us, or which we receive on your behalf, in any bank, which is a bank approved by the Central Bank. We will just hold your money. We do not have any additional responsibilities around the protection or investment of your money.

You also agree that we are not legally responsible for a loss or reduction in the value of the money because the bank at which the money is held becomes insolvent and does not have the money to pay back the full amount.

By asking us to handle your case or transaction, you agree that if we have given a professional promise or undertaking on your behalf, which, because of the insolvency of the bank at which we had placed the money, we cannot carry out, you will refund us in full any loss we suffer if we are forced to carry out our promise at our own expense.

You also agree that we are not legally responsible for a loss or reduction in the value of the money if the government were to legislate, empowering it to take part of deposit funds.

Authority to endorse cheques

When we receive cheques made out in your name, we need your authority to sign the back of the cheques so that the bank will then accept these cheques for lodgement to our firm's client account. A form giving us the authority that you have to sign is in the section for details at the end of this document.

Appointment and indemnity for payment of taxes

If we act for you in the sale of a property, and you are not resident in this country, because we handle the proceeds of the sale, we are legally responsible for the filing of a capital gains tax (CGT) return. We must discharge this on your behalf. We do this on the basis that you indemnify us. This means that you agree to pay us back in full for any loss we suffer due to something you do, or omit to do, or some wrong-doing on your part.

If we act for you as a non-resident beneficiary of an estate, we are legally responsible for the filing of a capital acquisitions tax (CAT) return and payment of any tax. We must discharge this on your behalf. We do this on the basis that you indemnify us. This means that you agree to pay us back in full for any loss we suffer due to something you do, or omit to do, or some wrong-doing on your part.

Power to sign documents

When you employ us to handle your case or transaction, we may ask you to give us permission to re-sign documents already signed by you. This is just for convenience. It would happen if we needed to make typing or clerical amendments or other small changes, after you had signed the document. We would not make any changes that change the meaning of the document. If we need this permission, we will ask you to sign the form in the section for details at the end of this document.

6. Fees and expenses

It is important that we carefully explain to you how we calculate our fees and that you fully understand this.

Our solicitors and other staff may have to spend a considerable amount of time to provide you with the legal services you need. This is the service for which you pay.

Information about charges in your particular case

In the section for details at the end of this document, or in a separate letter, we will outline our fees and the other expenses that you may have to pay for your particular case or transaction. This is required by law. If we fail to agree the fees for our services to you, we will not act on your behalf.

If we agree to charge you based on the time spent on your case, remember that we will charge for everything we do for you, including letter writing, phone calls and so on. We will tell you if we believe that you could appropriately carry out some of these tasks yourself.

If our fee is based on an hourly rate, we will give you a record of the hours spent on your case on request.

Fees and expenses in litigation cases

In litigation cases, as in any other case or transaction, when we send you a bill for fees and expenses, you are responsible for paying that bill. This is still the position if you are successful and win your case and the judge orders the other side to pay your legal costs. Likewise, if there is a settlement of the case in your favour, which includes an agreement that the other side will pay your costs, you will still be responsible in the first instance. We will try to get as much as possible from the other side. Sometimes, however, this may not be enough to cover our bill. You are responsible for paying the rest of the money you owe us.

If we have to do extra work to recover fees from the other side to the litigation, you will incur additional fees.

In litigation cases, there is always a risk that, in addition to paying our fees and expenses, you will also have to pay the fees and expenses of the solicitors for the other party to the litigation. This might happen if, for instance, you lost the case or it was part of a settlement agreement. It is important that you fully understand this risk.

Payment in advance

We expect you to pay us a deposit towards our fees when we first start working on your behalf. We will agree this amount with you then.

Payment at intervals

We may bill you for costs at intervals during your case or transaction. We will usually do this when cases or transactions are likely to take a long time to finish.

Disagreements about bills

If there is a disagreement about any bill we send you, we will try to resolve the matter by agreement with you.

If the matter cannot be resolved, we may have to stop acting for you.

If the matter is not resolved, you then have the right to refer the bill for review by a court official called a Taxing Master, or to make a complaint to the Law Society about the bill.

Fees and expenses for unexpected issues

In the course of a case or transaction, an unexpected issue may arise. This may mean we have to do considerable extra work on your behalf that is more than we expected when we first gave you information about our charges.

If this happens, you must pay extra fees for this work, and you may also have to pay more expenses. If this happens, we will give you new information in writing about the fees and expenses for the additional work. It is a good idea for you to budget for this possibility.

Final bill of costs

We will issue our final bill of costs to you without delay.

'Solicitor's lien'

The law allows us to keep your original file, and not to provide you with a copy, as security for any costs until we have been paid for our services. This is called the 'Solicitor's lien'.

Our credit terms

You must pay all our bills within 30 days following the issue of our bill. We reserve the right to charge interest on overdue accounts at the rate of 8% each year.

In litigation cases, even if you win your case or your case is settled, our bill must be paid within our normal credit terms of 30 days.

Fees for property transactions

In relation to property transactions, you should pay our fees on the date the property changes hands.

Fees for dealing with estates of deceased persons

If we are dealing with the estate of a deceased person for you, we may send you bills at different stages in the process.

7. Dispute resolution and complaints

Good communication between us will guarantee the best possible outcome. However, if you wish to make a complaint about any aspect of our service, please send it in writing to us. We have set out our internal complaints procedure in the section for details at the end of this document. We will review your file without delay. We will then send you a written reply within 14 days, including replies to any requests for information, and advising you of any actions that we will take in relation to your case.

We hope that any complaint made to us will be resolved. However, if you are not satisfied with our response, you can make a complaint to the Complaints and Client Relations Committee of the Law Society. You can get more details about making a complaint from the Law Society website www.lawsociety.ie.

Limit on liability

Our liability to you is limited to €1.5 million, or the minimum amount of professional insurance cover, which solicitors' firms are required to have from time to time.

Please note that we do not claim to have any particular expertise outside of a solicitor's general expertise.

Any advice we provide is confined to Irish Law unless we give details of a broader service in the section for details at the end of this document.

Transferring to another solicitor

We hope to reach a successful result on your behalf. If you decide for any reason to transfer to another solicitor's firm, you must pay us for any work done up to that point, together with any expenses we have paid on your behalf.

This requirement will apply even to litigation cases where we might have agreed to charge a fee only if your case was successful. If you change to another solicitor, this agreement automatically ends and we will require payment for the work we have actually done. We will issue a bill as soon as possible. Our fees must be discharged prior to the release of the file.

The files

By asking us to handle your case or transaction, you are agreeing to accept a photocopy only of the correspondence file if you later want it. By law, we are entitled to keep a copy of the file, or the original, if you have agreed that we may have the original. We will charge a reasonable charge for each page of photocopying. See the section for details at the end of this document for the current rate.

If you are transferring to another solicitor, we will give you, or your new solicitor, the originals of all documents.

We will charge a reasonable administration fee for the transfer of the file to you or your new solicitor.

We are required by law to keep a copy of the file for a certain period.

Ending our contract

You can end this contract at any time, but we must first carry out any professional promises we have made on your behalf to third parties. For instance, if we promised to pay money to a third party we must do this before the contract can end. You must pay our legal fees for doing this work.

We are also free to end the contract for a good reason, and on reasonable notice to you. We would do so if a client was acting unreasonably, unwilling to accept our advice or had not been truthful about facts relating to their case or transaction.

Enforcement of overall agreement

If a court decides that any part of this agreement between you and us is invalid, this will not affect the remaining terms of this agreement.

8. Section for details

- Professional indemnity insurance**

Our professional insurance details are as follows:

Insurer:
Contact details:
.....
Countries covered:

- Cancellation form**

To:

I/We [Client name(s)] notify you [Firm name] that I/we cancel my/our contract for legal services dated

Name of consumer:
Address of consumer:
Signature of consumer: [only required if you choose to print this form on paper]
Date: [insert date of this cancellation form]

- Client’s authority for solicitor to endorse cheques**

I/We, [Client name(s)]
appoint you [Firm name]
my/our agents under the Cheques Acts and Bills of Exchange Acts 1882–1957.

I/We give my/our permission for you to endorse (by writing on the back of) any cheques received by you while you are my/our solicitor, when the cheques are payable to me/us and marked “Account Payee Only” or “Account Payee” or “A/C Payee Only” or “non-negotiable” or with words that mean the same.

I/We note that the words you will use will be as follows:-
“[Firm name] Solicitors’ Client Account
on the authority of the payee(s) as his/their agent”.

I/We also allow you to lodge the cheque to your client account and to pay any necessary expenses relating to my/our case or transaction.

If lodgements or payments due to me/us are to be made in my/our case or transaction I/we allow you to ask, and to be, paid by electronic transfer to your client account.

I/We [Client name(s)]
agree with the above.

Signed:

- **Capital gains tax – non-resident vendor**

Because you are acting as my/our solicitor in the sale of my/our dwelling house at [Address of property]
for the sum of [insert purchase price]

I/We [Name of client(s)],
irrevocably appoint you [Firm name]
as my/our agent under the Taxes Consolidation Act 1997. I/We also authorise and direct you to pay the Revenue Commissioners any capital gains tax liability from the sale of this property.

I/We promise to keep you as my/our solicitor until the Revenue Commissioners release [Firm name] from your obligations under the Taxes Acts.

I/We indemnify [Firm name]
and all your partners and their executors, administrators and anyone to whom their rights are transferred, from any loss arising out of any act or default on my part.

Signed:
Witnessed:
Date:

- **Capital acquisitions tax – non-resident beneficiary**

Because you are acting as my/our solicitors in relation to the estate of [Name of deceased]

I/We irrevocably appoint you my/our agent, as beneficiaries non-resident in Ireland, for the Taxes Consolidation Act 1997, The Capital Acquisition Tax Consolidation Act 2003 and the Finance Act 2010.

I/We direct you to pay any liability under the capital acquisitions tax arising out of the inheritance from the estate of [Name of deceased]

I/We promise to keep you as our solicitors until the Revenue Commissioners release [Firm name]
from its legal obligations.

I/We hereby indemnify [Insert firm name]
and all their partners and their executors, administrators and anyone to whom their rights are transferred from any loss arising out of any act or default on my part.

Signed:
Witnessed:
Date:

- **Power to sign documents**

By signing this section you are permitting us to re-sign documents which you have already signed. This is just for convenience. This would happen where we have to make typing or clerical amendments or other small changes. We will not make changes that change the meaning of the document.

I/We appoint this firm as my/our attorney for the purpose of section 16 of the Powers of Attorney Act 1996, to act on my/our behalf in this matter.

Dated: [Redacted]
Signed: [Redacted]
Witnessed: [Redacted]

- **Our firm’s complaints procedure**

The following is our firm’s complaints procedure:

- The client should bring any issue of concern to the attention of the solicitor or fee earner handling their case or transaction and the solicitor or fee earner will make every effort to resolve the issue.
- In the event that the issue is not resolved, the client can avail of this internal complaints procedure.
- To avail of the procedure, the complaint should be made by letter or email, addressed to [Redacted], Principal/Partner in charge of customer relations. If the complaint concerns the Principal/ Partner in charge of customer relations, the complaint should be addressed to [Redacted], Office Manager.
- When the written complaint is received, it will be brought to the attention of the Principal/ Partner in charge of customer relations, or Office Manager, as appropriate.
- The complaint will then be recorded in the firm’s Complaints Register.
- The client will be sent a written acknowledgement of the complaint within seven days.
- The relevant file will be reviewed by the Principal/Partner in charge of customer relations, or Office Manager, as appropriate. He/she will discuss the matter with the solicitor or fee earner dealing with the case or transaction.
- The client will be sent a full written response within 14 days of the receipt of the written complaint.

- **Advice in relation to foreign law**

We do not provide advice about law in countries outside Ireland unless specific countries are listed below:

[Redacted]

- **Information about our charges in your particular case**

We will only fill this section in, if we are not writing to you separately about our legal charges.

[Redacted]