



**Issued on June 2020  
CLIENT TERMS OF BUSINESS  
IMPORTANT NOTICE**

**THESE TERMS OF CONTRACT ARE IMPORTANT. THEY WILL GOVERN THIS SOLICITOR CLIENT RELATIONSHIP IN THE ABSENCE OF AN AGREEMENT IN WRITING TO THE CONTRARY 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.

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**SCOPE OF WORK - WHAT YOU HAVE ASKED US TO DO**

You have instructed us to act on your behalf in relation to the matter set forth in the attached letter.

**REPUBLIC OF IRELAND NOTICE**

Kevin Neary and Lisa Hynes of our firm, who provide legal services, have been admitted to the Roll of Solicitors held by the Law Society of Ireland and holds a current practicing 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](http://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' (3<sup>rd</sup> edition).

### **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](http://www.lawsociety.ie)), under Precedents.

### **Money laundering**

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.

### **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.

### **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.

#### **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.

#### **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.

### **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.

### **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.

### **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.

## **KEEPING YOU INFORMED AND MANAGING YOUR CASE**

These terms of engagement are to advise you as a client at the time of accepting instructions as to the terms upon which this firm will act for you. The following terms are intended to cover a wide range of circumstances not all of which will apply to your particular transaction. These terms are intended to assist in simplifying the transaction process both for you and for this firm by making clear to both of us what is expected in certain circumstances and in other cases they vary the professional practice rules were experienced shown these to be administratively cumbersome or uneconomic to operate.

### **1. GENERAL ARRANGEMENTS**

As your solicitors it is our duty to use our professional skills and expertise to advance your case. We will use our professional judgment to take steps to protect your interests. This means that we will receive letters, emails and phone calls which we will be obliged to consider and respond to if it is in your interests.

We will also have to write and make telephone calls to try to advance your case. We cannot contact you for instructions every time we receive communication or we need to make an enquiry, as this will unnecessarily increase the costs of your case. We assure you that every effort will be made to keep you informed about the main developments in your case and we will contact you immediately for your instructions if anything significant or unusual occurs. We will also contact you if we receive information that affects our current views. We will seek your instructions and give you a written review on the issues at that point. You should bear in mind that as a case develops, the length of time it takes to resolve and the way in which it is progressed, is influenced not just by what we decide to do together but also how others decide to deal with your case.

You shall supply us with all information, assistance and access to all the documentation in your possession, custody or under your control. You will use your best endeavors to procure these documents where they are not in your possession or under your control. You are responsible for the accuracy, completeness and reliability of the information and documentation provided, even if they originate with or are acquired from third parties.

It is also your responsibility to provide us with precise and accurate instructions, and carry out any other tasks that we agree you should do. We will not be responsible for anything that happens because you have not done something which we asked you to do promptly (this may also mean you have to pay extra charges or expenses), or because you have not provided precise and accurate instructions.

We may rely on any instructions or requests made or notices given or information supplied whether orally or in writing by any person whom you know to be or reasonably believed to be authorized by you to communicate with us for such purposes. We may communicate with you by electronic mail on the basis that you accept the inherent risks (including the security risks of interception or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices and that you shall perform virus checks) and we shall have no liability for any costs, claims, loss or damages whatsoever which may arise as a result of these risks.

We may receive information for you from other sources in the course of delivering these services including advices given by Counsel or other professional advisors. To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from the fraud, misrepresentation, withholding information material to these services or other default relating to such information unless such fraud, misrepresentation or withholding of such information was evident to us without further enquiry nor shall we be liable for the accuracy of the advice given by any third party professional advisor whether engaged by you or instructed by us on your behalf.

If there is any new information that might affect your instructions, it is important that you tell us about it as soon as possible. It is useful to receive written confirmation of that information, either by letter or electronic means.

Where there is more than one addressee to the attached engagement letter unless provision is made in the engagement letter for payment of our charges by one person only then all of you shall be fully liable jointly and severally to pay all of our charges and we shall be entitled to call upon any of you for payment of our costs and outlays in full.

We may supply written advice or confirm oral advice in writing. Where we supply oral, draft or interim advice or reports or presentations then in such circumstances our final written advice shall take precedence. No reliance shall be placed on any draft or interim advice or report or any draft or interim presentation to you. Where you wish to rely on oral advice you shall inform us and we shall supply documentary confirmation of the advice concerned.

We shall not be under any obligation in any circumstances to update any advice whether oral or written for events occurring after the advice concerned has been given in written form.

Any advice or services carried out on your behalf released to you in any form or medium shall be supplied by us on the basis that it is for your own personal benefit and information and that, save as may be required by law or by any competent regulatory authority (in which case you shall inform us in advance) it shall not be copied, referred to or disclosed, in whole (save for your own internal purposes) or in part, without our prior written consent. You may disclose any advice given to your other professional advisers for the purpose of seeking advice in relation to the services provided that you inform those advisers that we accept no responsibility or liability to them in connection with our advice.

Any advice, opinion, statement of expectation, forecast or recommendations supplied by us as a part of these services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances. We shall retain ownership of the copyright and all other intellectual property rights in the product of our services whether oral or written and the ownership of our working papers. You are explicitly prohibited from reproducing, publishing or using for commercial purposes, whether alone or involving third parties, those products without our consent. You shall acquire the

ownership of any original documents produced on your behalf upon payment of our charges in connection with this transaction.

### **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](http://www.lawsociety.ie).

### **EMAIL COMMUNICATIONS**

Email allows us to communicate more quickly and effectively with you as the client and with other professionals. If you are unhappy about email being used please inform us. When email is used we will not be obliged to prove receipt of same any more than where documents are sent to you by post. If you have not received an email we say we have sent you please check the junk or spam mail folders in your account to make sure that your email software has not diverted our email. We do not accept liability for any loss directly or indirectly caused by, or contributed to, or arising from the failure or inability of any of your equipment or any computer generated program to recognize or correctly interpret or process any date or data as the true or correct date or data.

### **CONDUCT OF PROCEEDINGS**

We will not institute any legal proceedings without first obtaining your express authority, but once legal proceedings have been instituted it is important that you understand that we are entitled to take steps which are usually taken in proceedings of this nature. Apart from our duty to you, we have obligations to the Court and/or Tribunal as Officers of the Court. It is important that you respond promptly to requests for information or instructions as failure to do so could harm your case. It is also important that you abide by any advice given by counsel or us.

We shall assume that we have your authority to incur routine expenditure e.g. police and medical reports as necessary. We will, however, revert to you as regards incurring any expenditure of an unusual nature such as retaining junior and senior counsel or the services of an expert or specialist.

### **MONEY LAUNDERING: GOVERNMENT RULES**

We are required by the Anti-Money Laundering and Counter-Terrorist Fundraising and the requirements of the new Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (The Money Laundering Regulations 2017) which came into effect on 26 June 2017 to verify your identity before we can act or continue to act on your behalf in connection with this matter.

You will have to produce your original (photocopies are not acceptable) passport, driving licence or other official photographic identity document and either a recent utility bill or bank statement to confirm your address, as we require a copy of each for our file. You need to do this as soon as possible otherwise we will not be able to continue to act for you.

We may have to ask you questions about the proposed source and flow of funds for your case and make such further enquiries as may be relevant to the transaction. There also are circumstances under the Money Laundering Regulations 2007 in which we are required to make a confidential report to the National Crime Agency where we know or suspect that a criminal offence has been committed, and we may be prevented from informing you of this under the Money Laundering Regulations 2007.

**Because of the provisions in the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 our policy is that we do not accept payments in cash exceeding £1500.00 except where that payment is for professional fees**

The effect of this legislation is to **require** us to notify the National Crime Agency where we suspect that a client is benefiting from the proceeds of crime. You should be aware that tax evasion (no matter how insignificant) falls within the definition of proceeds of crime. If we do make a disclosure we will not be able to ;

- Tell you that a disclosure has been made
- Continue to work for you until, we received clearance to do so
- Tell you why we stopped working for you on your case

## 2. OUR CHARGING ARRANGEMENTS AND TIME FOR PAYMENT

### INTEREST ON ACCOUNTS

Fees and expenses payable in respect of interim invoices are payable within **30** days after the date of the invoice. Any outstanding fees and expenses will be payable on completion of a matter. If you do not pay within **30** days from the date of the invoice we will charge interest on the amount outstanding on the due date at the rate of 3% per month (compounded monthly) or where applicable such higher rate as may be payable under the Late Payment of Commercial Debts Regulations

### LIENS

We will not carry out further work until any outstanding bill is paid. If you have difficulty paying our fees then you should contact us as soon as possible. We shall have a lien on all documents, monies property or papers which we hold on your behalf and this lien shall apply both to property in our possession at the time of these instructions and any after acquired property as well. We are entitled to deduct our fees from same and shall not be obliged to release same even if a solicitors undertaking is offered that costs will be paid on the completion of a case.

When your case is concluded and we are holding money on your behalf, we will deduct our fees and expenses from the monies due to you and pay you the balance.

### PAYMENT ON ACCOUNT

**At this point, in the light of the work that we are likely to have to carry out, we would ask you to let us have payment of €300 in advance. We will bill you at our option either at the end of the case or at quarterly intervals throughout your case at our option**

### Basis of Charging

**The firm's charges will be calculated primarily by reference to the time spent on your file and also on the level of skills and responsibility involved. In the event that we recover costs from the other party to an action then these costs (known as party and party costs) will substantially cover the costs due by you to us. However the costs due by you to us (known as solicitor and client costs) will be based on the Firms standard hourly rates of charging will apply and will in some cases exceed the amount of the party and party costs recovered on your behalf.**

We will stop work once the limit has been reached until we receive further written authority from you to proceed further.

We are entitled to suspend work until payment has been received and that any cheque presented has cleared.

### 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.

### **Time Scale**

At the outset of each matter, you may discuss with the Solicitor the estimated time frame within which the file will be completed.

If the amount of time work or skill required for the proper conduct of the transaction is significantly more than an initially expected or if the matter requires expedition then the fees charged to you shall be increased notwithstanding any earlier quotation. Any such variation would be advised to you at the appropriate time during the transaction or as soon as practicable thereafter. In this regard quotations or estimates for fees are provisional only and are subject to this qualification.

Unless specifically stated otherwise all fees and outlay thereon are quoted exclusive of VAT. In addition to any outlay you shall be liable for any VAT thereon

The current basic hourly rates ( exclusive of VAT) charged by this office are as follows ;

- Solicitor €250.00 per hour
- Paralegal Staff 475.00 per hour
- Secretarial and Administration Staff€€45.00 per hour

These rates replace the Broad Average Direct Cost Rate ( Hourly Rate ) .In addition these basic rates shall be subject to the normal uplifts and additional charges for value as are normally allowed on taxation of costs in The Republic of Ireland with the exception that the hourly rates above shall be substituted for such basic hourly rate normally allowed by the taxing master . Such normal uplifts normally include time and effort involved , urgency of the matter, out of hours work , urgency of the matter , any special skill or service , value of the subject matter .

These Terms of Business shall be replaced by any new version of our Terms of Business in place as at the date of submission of our professional fee in a case.

### **EXPENSES**



Our hourly rates do not include out of pocket expenses to include barristers , architects , engineers and doctors , court fees , land registry outlays , travel expenses , photocopying , postage , bank charges , external or foreign lawyers or advisers . All such out of pocket expenses will have to be paid for in advance and we are entitled to suspend work if such outlays are not paid in advance.

### **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

We are under no obligation to pay outlays for you if we are not in funds to do so and we are not obliged to discharge same on monies held on account of our fees unless the payment was made specifically for a particular outlay

### **LIMITS ON CHARGES**

You can set a limit on the amount we can charge . If you set a limit we can carry out all work up to that limit without seeking prior approval from you

### **HOW WE HANDLE DATA AND RECORDS**

Please see the Data Protection section in the Schedules to this Document

### **Inspection and Destruction of Files**

When a matter has completed we normally retain our correspondence file for a period of up to 6 years after completion of the transaction. Thereafter the file will be destroyed without reference to you unless, before then, you notify us that you wish to retain some part of the file. Original documents will usually be returned to you, or the apparent owner. We do not accept any liability for any loss directly or indirectly caused or contributed to or arising from our failure or inability to produce your file or any of its contents at any time after the matter is concluded.

The firm is registered under the **LEXCEL** Quality Standard. As a consequence, outside assessors may inspect our files in confidence. We will assume that in signing this agreement you are consenting to your file being selected for a check by outside assessors unless you indicate to us otherwise.

In the event that we are required to retrieve a file or documents held on your behalf for production to another solicitor we will be entitled to charge a production fee of €200.00 plus VAT in respect of the administrative costs in retrieving those documents or files , scheduling them and forwarding them to the appropriate Solicitor

In addition in the normal course of a solicitors practice your file may be inspected by

- All relevant tax authorities
- The Law Society in either jurisdiction in Ireland
- Accountants
- Risk Assessment Auditors
- IT Maintenance Contractors
- Off Site file storage contractors

Nothing in this section affects our rights, as solicitors, to a lien over a file and any deeds in our possession pending discharge of our fees, subject to solicitors' professional conduct rules.

## **4. TERMINATION: ENDING THE SOLICITOR CLIENT RELATIONSHIP**

You may terminate our engagement on this matter in writing at any time. You will have to pay all outstanding fees and expenses up to the date of termination. We may retain all documents, deeds and other papers until payment of all monies due to us.

We may stop acting for you when we consider we have good reason to do so. For example;

- if you did not respond to any requests for information or
- do not abide by or accept any advice given
- fail to pay one of our invoices
- provide instructions which are unreasonable or which would require us to breach a professional rule or involve unethical or criminal behaviour
- a conflict of interest arises between you and another client or with the interests of our office.

If we stop acting for you then;

- You will be responsible for all the fees and expenses incurred to the date we cease to act and
- we may retain all documents, deeds and other papers until payment of all monies due
- we will give reasonable notice ( appropriate to the circumstances) that we are to stop acting

On the termination of the retainer we will notify all relevant parties accordingly and if appropriate, apply to the court to come off record on your behalf although you will be responsible for the cost of any such court application.

## 5. CONFLICT OF INTEREST

**On occasions we may be asked to advise a client in a similar line of business. In accepting these Terms of Business you agree that we will not be precluded from acting on behalf of other clients, whether current or future, who are in a similar line of business to you either during the conduct of this matter or after our retainer has been completed, unless there is a clear conflict of interest arising from the specific work that we do for you.**

## 6. LIMITATION OF LIABILITY

In no circumstances will we be personally liable to you for any loss arising out of or in connection with this engagement in contract, tort, by statute or otherwise in excess of the assets of this firm and unless the loss is caused directly as a result of our negligence or default. No personal liability will attach to any shareholders, directors, solicitors or other staff employed by the Company. At all times your contract is with the Company and not with anyone else

In all circumstances the potential total aggregate liability of our firm, whether for breach of contract, tort, including negligence and/or misrepresentation, breach of statutory duty (or otherwise), arising out of or in connection with our engagement, will be limited to an amount not exceeding minimum professional cover as required by the Law Society of Northern Ireland for work in the Jurisdiction of Northern Ireland and The Law Society of Ireland for work in the Republic of Ireland being **£3,000,000 for a matter governed by Northern Ireland Law and €1,500,000 where matter was governed by Republic of Ireland Law** The potential total aggregate liability of our firm to you arising out of or in connection with our engagement will in addition be limited to the amount that could be met without recourse to the assets of the Company.

We make a separate charge of €50.00 plus VAT per transaction as a contribution towards the cost of Professional Indemnity cover (PIC Charge). If for any reason the transaction does not continue to completion then we will make a charge for work done. Any such charge shall normally represent the amount of work done by us based on the lower of our hourly fees incurred to date or any agreed fix fee plus VAT plus any disbursements incurred.

All transactions can only be finalised from funds cleared for banking purposes. You as a client must ensure that any money needed to finance a transaction is paid to us in time so that it can become cleared funds by the date it is needed. If clearance is delayed because you provide funds after the specified time and date or pay by an inappropriate means then we shall not be liable for any delay or consequential loss in dealing with the matter depending on cleared funds for so long as your client funds remain uncleared. You must request from us Bank Details in good time and all transfer of funds to us must be by TT and must arrive not less than 24 hours before the time when they are required to be transmitted to a third party

We shall not be liable for any indirect consequential loss or for loss arising out of any action necessary for us to take to comply with any Money Laundering Regulations

Where any loss is suffered by you for which we and any other person are jointly and severally liable, the loss recoverable by you from us shall be limited so as to be in proportion to our relative contribution to the overall fault, taking into account that other party's liability. That other party may include you, for example, in a situation of contributory negligence.

If, as a result of any exclusion or limitation of liability agreed by you with any other person the amount, which you are able to recover is reduced, then our liability to you will be reduced by an equivalent amount.

We shall not be liable to any third party for any services or advice that we provide to you nor shall we have any liability to you for any services or advice given by any third party whom we instruct on your behalf, for example in relation to legal, financial or other professional advice ( eg Barristers Accountants or other Professionals ). Where a cause of action exists against us and another joint tortfeasor then as a matter of contract you must sue all joint tortfeasors and not only us . In the event that you discontinue or fail to sue other parties partly liable for your loss then our liability to you will be reduced to the extent that the person not pursued was liable.

Any clauses in this contract operating or which may operate to exclude or limit our liability shall not operate to exclude or limit any liability which cannot lawfully be excluded or limited.

All claims arising from the same act or omission (whether or not made or intimated or arising out of circumstances notified during the same Indemnity Period and whether or not involving the same or any number of different Practices and/or Members of such Practices) shall be regarded as one claim and shall all be subject to a single limit of liability as above

Any claim from you or other beneficiaries in respect of loss or damage suffered as a result of or arising from this contract whether in contract or in tort or under statute or otherwise must be made within 4 years from the date upon which the work giving rise to the claim was performed or if earlier 4 years from the date upon which the alleged act of negligence took place and in any instance shall be the date when the earliest cause of action shall be deemed have accrued in respect of the relevant claim. For the purpose of this clause a claim shall be deemed to be have been made only when court or other dispute resolution proceedings are actually commenced.

#### **LIMITATION ON LIABILITY ON CLIENTS MONIES**

All Monies held by us on your account are held in accounts approved by The Law Society. Our Sterling funds are held with Danske Bank, and our Euro funds are with Bank of Ireland. In the event that there is any failure, your funds are guaranteed by a Government Scheme, being the Financial Services Compensation Scheme. The maximum levels of compensation under the Financial Services Compensation Schemes in both jurisdictions .As cash deposits are protected per institution, not per account, it is important for savers to understand who is actually operating their account to ensure they receive the maximum protection. We accept no additional liability to you over and above the amount actually received in the event of such a Banking failure and are under no obligation to split funds held for you in to more than one institution to maximise protection for you. Funds held with Banks in the Republic of Ireland benefit from the Central Bank of Ireland Guarantee Scheme of €100,000

If during the course of the matter upon which we are advising you, you need advice on investments, we may have to refer you to someone who is authorized by the Financial Conduct Authority, as we are not. However, as we are regulated by the Law Society of Northern Ireland, 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 services we have provided for you, then please let us know. We will try to resolve any problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Law Society of Ireland and complaints and redress mechanisms are provided through the Law Society of Ireland.

#### **JURISDICTION**

These Terms of Business are governed by and construed in accordance with the laws of Ireland and all disputes arising under this contract shall be subject to the exclusive Jurisdiction of the Courts of Ireland.

These terms will govern the basis of all future contracts for the supply of services either to this firm or to our client .Unless we hear from you within 21 days in writing to this letter informing us that you do not accept the terms of business outlined above If you have any queries regarding this letter please contact the writer either by telephone or in writing. However we would ask you to return one signed copy of this letter/agreement as an acknowledgement that you accept these terms. In the meantime, in so far as we carry out work for you prior to receipt by us of the signed copy of this letter/agreement, or you raising particular concerns or issues about the content thereof in writing, the work will be deemed to be done on the basis of the terms set out above.

This letter supersedes any previous engagement letter issued to you and shall remain effective until it is replaced. These terms set out the entire agreement and understanding between us in connection with the services to be provided by us on your behalf. Any modification or variations to this contract must be in writing and signed by an authorized representative of each of us. In the event of any inconsistency between the letter accompanying these terms and conditions and other elements of this contract the covering letter attached hereto shall prevail. The said covering letter shall prevail. In the event of any inconsistency between these general terms of business and any specific terms and conditions relating to a particular type of case such as litigation or Conveyancing then such terms shall prevail.

Where there is more than one beneficiary of professional services under this agreement then the limitation of our liability agreed under this contract shall be apportioned amongst them. No beneficiary shall dispute or challenge that validity, enforceability or operation of this clause on the ground that no such apportionment had been so agreed on the ground that the agreed share of the limitation of the amount apportioned to any beneficiary is unreasonably slow. In this clause "beneficiary" shall include you or other beneficiaries.

In addition the liability of this firm shall be limited to the proportion of the total loss or damage suffered, after taking into account any contributing negligence (if any) of you or any other beneficiaries which is just and equitable having regard to the extent of the responsibility of this firm for the loss and damage concerned and the extent of the responsibility of any other party responsible or potentially responsible. Whether or not such other responsible person shall have ceased to exist, having ceased to be liable or having imposed an agreed limit on its liability or being impecunious or for other reasons unable to pay.

In the event of any relevant Court proceedings being brought against us by you or other beneficiaries you will on request by us join any other liable party to such proceedings against us unless doing so is prohibited by law on the basis that, provided the Court determines that the conduct of the claimant has been reasonable both before the proceedings and during them.

#### **8. PROFESSIONAL INDEMNITY INSURANCE**

As solicitors in Northern Ireland have compulsory Professional Indemnity Insurance cover under the Law Society's Master Policy, which is underwritten by a "Slip" of Insurers in any one insurance year. A copy of the Policy is available on request from our Newry Office together with a copy of Indemnity Insurance Schedule and related Evidence of Insurance issued to us by our Brokers, Marsh, with our individual Professional Indemnity Insurance Certificates can be provided on request.

In relation to territorial coverage, we can confirm that the Territorial limits of the Master Policy are World Wide, provided the Practice is not conducted wholly outside NI or ROI, but there is a restriction of the Jurisdiction Limits in respect of USA and Canada, as follows: -

The Policy excludes:

- (A) damages or other monetary awards, judgments or negotiated settlements claimant's costs and expenses and defence costs connected with or arising out of any claim made or suit brought against the Insured before any arbitrator tribunal or court in the United States of America, its territories and possessions, or Canada.
- B) The enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside the United States of America, its territories and possessions, or Canada, of any damages or other monetary awards, judgments or negotiated settlements claimant's costs and expenses and defence costs connected with or arising out of any claim made or suit brought against the Insured before any arbitrator tribunal or court of the United States of America, its territories and possessions, or Canada.

#### **YOUR PERMISSIONS**

We may need to sign documents on your behalf in the normal course of our business for you and you permit us as follows;

- If you instruct us to repay money to a bank or other lending institution and we have given an undertaking in this regard you cannot revoke this undertaking
- Where you instruct us to apply to the Personal Injuries Assessment Board you agree that in doing so you will pay our fees
- To deduct outlays from monies received and pay them to third parties who are owed them ( e.g. Barristers Fees)
- You appoint us as your agent to request title deeds from your lender on your behalf without a further form of authority

- To correspond on your behalf with revenue and other government authorities without any further form of authority
- To endorse cheques on your behalf as your agent under the Cheques Acts and the Bills of Exchange Acts 1882-1957 in either part of Ireland
- To pay any taxes which are due out of the monies in our hands and you agree to indemnify us where we have paid tax for you out of our own funds
- To request that any payments due to us are sent to your Client Account by electronic transfer

## POWER OF ATTORNEY

**You appoint us to be your attorney to re-sign any documents you have already signed where in doing so we do not change the nature of your obligation in the document you originally signed. This includes the right to sign deeds of rectification where in doing so we are perfecting your title documents either at your request or that of either a lender or another party to a transaction Power to sign documents.**

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. Under these terms of Business you hereby appoint Kevin Neary as your Attorney in this regard and this appointment shall be in accordance with Powers of Attorney Act ( Northern Ireland ) 1971 or in the case of matters relating to the Republic of Ireland under Section 16 of the Powers of Attorney Act 1996

## CONCERNS AND COMPLAINTS

At all times we try to deliver a high quality, client focused service. If at any time you are worried about how your case is being processed, please contact the solicitor primarily responsible for dealing with you. If you do not get a satisfactory explanation, then you may invoke our formal complaints procedure. A leaflet or written details explaining the complaints procedure is available on request, but in the event that you need to complain, please **write** to Mr. Kevin Neary setting out your concerns and he will reply as soon as practicable. We anticipate that we will be able to resolve your concerns through our internal procedures. However if we do not, our leaflet/written details explains what else you may do.

## 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.

## EU Directive on Consumer Alternative Dispute Resolution

In line with the EU Directive on Consumer Alternative Dispute Resolution, which was implemented in the UK by the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulation 2015, the following applies:

If we are handling a complaint from you and our internal complaints handling procedure has been exhausted then the following information should be provided to you in a durable medium such as email or letter:

- a statement that we cannot settle the complaint with you;
- the name and website address of a certified ADR provider that could deal with the complaint, if you wishes to use ADR (The Regulations do not make ADR mandatory); and
- confirmation of whether we are obliged or prepared to submit to an ADR procedure operated by that provider.

The 'Dispute Resolution Service' has now been successfully accredited as a certified ADR provider pursuant to the Regulations by the Chartered Trading Standards Institute.

## WHO TO CONTACT

The Fee Earner detailed on the attached letter will be primarily responsible for dealing with your case, with support as appropriate from the supervising Director **Kevin J Neary**. From time to time other members of staff may deal with some aspects of the work as appropriate the said Supervising Earner will have overall responsibility for the work. If it is necessary to re-allocate your work to another member of staff you will be advised accordingly. Contact details for the solicitor primarily responsible for dealing with you case are as set forth on the attached letter

It is important that you keep your contact details up-to-date. Please therefore notify us of changes to telephone numbers, e-mail addresses and postal addresses. Again we think as a precaution that you should follow up any telephone calls about these changes in writing. Any changes to email addresses or telephone numbers must be advised to us as soon as a change takes place

The terms herein cover the work we have presently been instructed to undertake and includes any work carried out before these terms were issued to you. By continuing to retain us after you receive these terms is acceptance on your part that these terms will apply to the entirety of the work we have carried out for you both before and after these terms were received. If we are instructed to do further work or further work is necessitated by circumstances beyond our control then we will need to make additional charges and that additional work will be on the basis of these terms and on the charging rates contained herein

**In the event that any of these Terms of Business should become invalid, illegal or unenforceable then any remaining terms and clauses shall survive unaffected. A Waiver by any party of the benefit of any of the terms of this agreement shall not operate as a waiver of the application of that clause in future or of the remainder of this agreement.**

**If and to the extent that, in all reasonableness and fairness or by virtue of its unreasonably onerous nature, any of these Terms of Business cannot be invoked, the provision in question will in any event be accorded a meaning corresponding as closely as possible to the original contents and tenor so that this provision can nevertheless be invoked.**

**This agreement governs work throughout Ireland whether you have signed the terms or not . By continuing to instruct us you accept these terms save to the extent where we have varied same in writing . This is on the basis that cases involving the application of the law of Northern Ireland and where our conduct is governed by the Law Society of Northern Ireland shall be subject to the laws of Northern Ireland and shall be dealt with by the courts in Northern Ireland and cases involving the application of the law of Republic of Ireland and where our conduct is governed by the Law Society of Ireland shall be subject to the laws of the Republic of Ireland and shall be dealt with by the courts in the Republic of Ireland**

#### **Advice in relation to foreign law**

We do not provide advice about law in countries outside Ireland. We can provide advice on Northern Ireland Law as necessary

### **SCHEDULE 1 ADDITIONAL TERMS AND CONDITIONS OF BUSINESS (LITIGATION)**

#### **Option 1 (Where we have sent you a written quotation)**

We estimate our total professional fee for the work to be carried out, based on the available information, to be **as set** out in our letter to you this does not include outlays, counsels' fees or other expert fees or VAT. Please remember that VAT will be charged in addition to the total amount of the professional fees at the rate applicable on the date our bill/bills are delivered to you.

The estimate is based on the assumption that the case will not be more complex or time consuming than expected. If that occurs you will be advised of this and the fees and outlays may be increased to reflect that situation. If the case does not progress then you will be billed for the work up to the end of your instructions to us.

**OR IF OPTION 1 DOES NOT APPLY**

#### **Option 2**

Our fees will normally be calculated with reference to the time spent by members of staff involved in the matter. The work may include meetings with you and others, reading and working on papers, dealing with the other party's solicitors, witnesses and counsel, and where necessary time spent travelling away from the office. Our hourly rates for members of

staff take into account the experience and knowledge of those involved and the hourly rates are reviewed and may be increased if appropriate with effect from the **31<sup>st</sup> August** each year. The rates for the current year are as set forth in Clause 2 above

We are unable to estimate the total number of hours at this stage but we will be able to provide you with historical details of time taken on request. Incoming and outgoing telephone calls in and out, letters, e-mails and other electronic means of communication sent or received are charged at **10%** of the hourly rate. Please bear this in mind when considering whether you need to contact the office outside our agreed contact arrangements.

In addition to the cost of the time involved, we are entitled to take into account (amongst other things) the complexity, importance, urgency and difficulty of the matters involved, the number and importance of the documents involved, the skill and responsibility involved and the value of the transaction, together with its importance to the client. In certain instances percentage uplift on our hourly rate may be appropriate. Our uplift in this case is likely to be between **75%** and 200 per cent. OR

In addition to the cost of the time involved, we are entitled to take into account (amongst other things) the complexity, importance, urgency and difficulty of the matters involved, the number and importance of the documents involved, the skill and responsibility involved and the value of the transaction, together with the importance to the client. A percentage of the gross value of the case may be charged which, in this case, is likely to be between **1** and 10 per cent.

Please remember that VAT will be charged in addition to the total amount of the professional fees at the rate applicable on the date our bill/bills are delivered to you

## EXPENSES

The hourly rate does not include expenses incurred by the firm on your behalf. Examples include:

- Counsels' fees;
- Experts/medical fees;
- Stamp duty;
- Court fees;
- Travel expenses;
- Bulk photocopying;
- International calls or conference telephone
- Bank charges e.g. electronic funds transfer;
- External or overseas lawyers/advisors such as accountants.

These will be shown separately on your bill and will be in addition to the professional fees. Such expenses will be your responsibility. We are under no obligation to make such payments unless you have provided us with the funds to do so. We will normally ask that significant expenses such as government charges to issue court documents, counsels' or experts' fees be paid in advance at the appropriate time. We will give you **30** days advance notice of the date of payment. A charge is not normally made for routine work of support staff or for routine postal charges for mail though in cases where additional duties are required from them (such as lengthy photocopying or document management ) they shall be charged in accordance with Clause 2 above

In the light of the work that we are likely to have to carry out, we would ask you to let us have payment of **£200** in advance. We will bill you **(monthly/quarterly/at the end of the case)** or **(we will issue interim bills upon request from you)**.

## RECOVERING COSTS FROM YOUR OPPONENT AND YOUR OBLIGATIONS

In litigation, even when successful, you may not recover the full costs of pursuing your case. There is nearly always an element of non-recoverable costs irrespective of the outcome of legal proceedings pursued or defended on your behalf. Some courts such as the County Court, operate on scale fees that set out the amount that can be recovered for legal costs. However, we may have to charge you more than the scale fees.

If you are unsuccessful in the legal proceedings then the Court may make an order for costs against you for some or all of the costs of other parties. Those costs and expenses are in addition to our own professional fees and expenses. If you are successful in the proceedings then, in certain circumstances, even if an order for another party to pay your costs is made, that party may not be willing or able to pay you.

We expect that at the conclusion of the proceedings you will, if requested, make full payment of our costs and outlays without waiting for payment from any other party. In the event of our recovering all or part of those costs from another party we will then account to you for that money.

The Legal Aid Agency has what is called a statutory charge over any money recovered or preserved through the proceedings. This means that if you receive a financial benefit from the proceedings the Commission is entitled to be paid that sum which it will use to re-pay itself any money which has been paid out on your behalf and which may not be recovered from your opponent. The balance of the money will then be paid out to you. This means any compensation will be paid to this office and we may be required by the Commission to pay it to them.

Please note that there is usually a significant time delay between applying for and the granting of Legal Aid. The grant of Legal Aid is **not** backdated and therefore costs incurred before you are in receipt of a full Legal Aid Certificate will not be covered and will remain your responsibility. If you cannot afford to pay for your case to progress and Green Form assistance has been used up, we will have to wait until a Legal Aid Certificate is available before we can take any further steps to progress your case.

Legal Aid is **not** presently available for certain types of work e.g. Industrial or Fair Employment Tribunal matters in Northern Ireland and that the maximum entitlement would be for advice only under the Green Form Scheme.

#### LEGAL EXPENSES INSURANCE AND THIRD PARTY COVER FOR COSTS

Where your legal costs are indemnified by the legal expenses provided by your household or car insurers or Trade Union, meaning that you are not personally responsible for our fees and outlays provided you comply with a) the terms of your insurance policy which will have been provided to you by your legal expenses insurance company or b) with the requirements of your Trade Union. Where you are receiving support from a third party such as an insurance company or trade union, we are acting also for them and can only continue to act for both of you if there is no conflict of interest between you. However if at any time we are of the view that to continue with the case would not be cost effective, we will be obliged to notify the paying party accordingly and they may decide to discontinue financial support. At that point you will have to decide whether to continue with the case, paying for it yourself, or discontinue your case

#### ALTERNATIVE DISPUTE RESOLUTION

Most contentious Court and Tribunal proceedings allow for the possibility of considering Alternative Dispute Resolution, whether by way of conciliation, arbitration or mediation. Such mechanisms can be quicker and cheaper and we are happy to discuss these with you at an early stage.

#### SCHEDULE 2 TERMS AND CONDITIONS OF BUSINESS (NON-CONTENTIOUS BUSINESS)

#### PROFESSIONAL FEES

Either ;

Option 1 ( Where a Quotation has been provided )

We estimate our total professional fee for the work to be carried out, based on the available information, to be as set forth in the attached cover letter which you have received from us this does not include outlays, counsels' fees or other expert fees or VAT. Please remember that VAT will be charged in addition to the total amount of the professional fees at the rate applicable on the date our bill/bills are delivered to you.

The estimate is based on the assumption that the case will not be more complex or time consuming than expected. If that occurs you will be advised of this and the fees and outlays may be increased to reflect that situation. If the case does not progress then you will be billed for the work up to the end of your instructions to us.

Option 2 (Where no Quotation has been provided)



Our fees will normally be calculated with reference to the time spent by members of staff involved in the matter. The work may include meetings with you and others, reading and working on papers, dealing with the other party's solicitors, witnesses and counsel, and where necessary, time spent travelling away from the office. Our hourly rates for members of staff as set forth in Clause 2 above take into account the experience and knowledge of those involved and the hourly rates are reviewed and may be increased if appropriate with effect from the **31<sup>st</sup> August each year**.

We are unable to estimate the total number of hours at this stage but we will be able to provide you with historical details of time taken on request.

Incoming and outgoing telephone calls, letters, e-mails and other electronic means of communication sent or received are charged at **10%** of the hourly rate. Please bear this in mind when considering whether you need to contact the office outside our agreed contact arrangements.

In addition to the cost of the time involved, we are entitled to take into account (amongst other things) the complexity, importance, urgency and difficulty of the matters involved, the number and importance of the documents involved, the skill and responsibility involved and the value of the transaction, together with its importance to the client. In certain instances percentage uplift on our hourly rate may be appropriate. Our uplift in this case is likely to be between **50 and 200** per cent.

Or

In addition to the cost of the time involved, we are entitled to take into account (amongst other things) the complexity, importance, urgency and difficulty of the matters involved, the number and importance of the documents involved, the skill and responsibility involved and the value of the transaction, together with the importance to the client. A percentage of the gross value of the transaction may be charged which in this case is likely to be between **1 and 5** per cent.

Please remember that VAT will be charged in addition to the total amount of the professional fees at the rate applicable on the date our bill/bills are delivered to you.

## EXPENSES

The hourly rate does not include expenses incurred by the firm on your behalf. Examples include:

- Counsels' fees;
- Experts'/medical fees;
- Stamp duty;
- Court fees;
- Travel expenses;
- Bulk photocopying;
- International calls or conference telephone Bank charges e.g. for electronic funds transfer;
- External or overseas lawyers/advisors such as accountants.

These will be shown separately on your bill and will be in addition to the professional fees. Such expenses will be your responsibility. We are under no obligation to make such payments unless you have provided us with the funds to do so. We will normally ask that significant expenses such as government charges to issue court documents, counsels' fees or expert fees, be paid in advance at the appropriate time. We will give you **14** days advance notice of the date of payment. A charge is not normally made for routine work of secretarial staff or for routine postal charges for mail though in cases where additional duties are required from them they shall be charged in accordance with Clause 2 above

In the light of the work that we are likely to have to carry out, we would ask you to let us have payment of **£200** in advance. We will bill you quarterly

**The solicitor responsible for dealing with your case is as detailed in the attached letter. If it is necessary to re-allocate your file to another member of staff you will be advised of this immediately. We will at all times endeavor to deliver a high quality service. If at anytime you become worried about how your transaction is being processed, please contact the solicitor who is primarily responsible for dealing with your transaction. If you are not satisfied with the solicitor's explanation then you may avail of our formal in-house complaints procedure by contacting Kevin J Neary the solicitor who is responsible for handling client complaints and or concerns.**

These terms are comply with the Solicitor ( Client Communication ) Practice Regulations 2008 and have specific reference to our practice in relation to the preparation of wills and the Administration of Estates and are in addition to the general terms above. In case of any conflict between this Schedule and the General terms then this Schedule applies

## Wills

We do not automatically offer IHT advice unless asked to do so You should contact us every three to five years or after any changes to CAT legislation are announced to see if your will needs updating . We do not contact clients about their will without being asked to do so We can act as an Executor or Trustees in your will but will be entitled to charge additional fees over and above our normal hourly rate for doing do . The additional time spent in acting as Executor as opposed to as a Solicitor will attract the normal solicitors hourly rate as if it were legal work

Based on your instructions we will

- Review any previous will we have for you or which is produced to us by you
- Ascertain suitable executors , Trustees or Guardians for Children . At all times we will rely on the information you give to us regarding same
- We rely on you to provide us with a full list of your assets and liabilities
- We will not value your assets and will rely on the valuation you put on same in preparing your will
- Where specifically instructed we will send you a draft will in the post but it is up to you to make arrangements to call in to see us to execute your will and we will not issue reminders
- We will advise on the assets we are aware of and will prepare a will on the basis of that information
- We will not prepare a trust or incorporate one in your will unless we are specifically retained in writing to do so

We will **NOT** do the following unless instructed to do so in writing

- **Review title deeds** to check whether title is in joint names or whether there is a joint tenancy on property
- **Financial Advice** – We will not advise on whether to obtain insurance , advise on investments held or to be purchased
- **Automatic Review of Wills** The onus is on your to initiate a review of your will from time to time and we will not write to you to remind you
- **Enduring Powers of Attorney** Unless you ask us to we will not suggest the preparation of an Enduring Power of Attorney although we recommend to all clients that they should consider executing one as part of arranging their affairs
- **Execution of your Will** – Where you have made an appointment to come in to execute your will then it is for you to keep that appointment and we will not write to remind you to do so

## Probate

When instructed in relation to the administration on an Estate these terms will apply in addition to the General terms above

We can offer specialist IHT advice when called upon to do so but in the absence of a specific retainer to do so we will Administer the Estate without being obliged to advise you on Deeds of Variation for the purposes of IHT, Post death transfers by spouses, Business Property Relief , Agricultural Relief and other IHT reliefs which will require a specific retainer

Where appropriate we will retain independent Tax Advise to consider any complicated or unusual issues that require same attention . The costs of any such adviser shall be the responsibility of the Estate or its Administrator.

Where the assets in the Estate are insufficient to discharge our fees then you as the client will be responsible of discharging same to the extent of any shortfall In contentious Probate matters the normal Litigation Terms of Business as set out above apply .Our charges are based on the time spent on your file as well as a value element to reflect the value of the assets in the Estate . This values element is a percentage of the total value of the assets and is calculated as ;

- 1% of the Value of the Family Home
- 1.5% of the balance of the Estate

We apply the guidelines set forth by the Court of Appeal in Jemma Trust v Liptrott We will prepare an administration account for the Estate and our costs must be discharged before we make any final distribution of the assets in the estate

#### SCHEDULE 4- CONVEYANCING

When acting for you as Vendor in Conveyancing we will ;

1. Request title deeds from your lender
2. Apply for Searches for you as appropriate
3. Furnish you with PreContract Enquiries for completion with a list of fixtures and fittings
4. Prepare the Contract and furnish same to the Purchasers Solicitors
5. Apply for Searches
6. Explain terms of the contract to you
7. Apply for a redemption Statement for your mortgage
8. Redeem your mortgage

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When acting for you as Purchaser in Conveyancing we will ;

1. Check title deeds of the property
2. Check and Obtain Searches for you as appropriate
3. Furnish you with PreContract Enquiries a list of fixtures and fittings
4. Explain the terms of your mortgage offer
5. Arrange for Completion
6. Draft the deed to you
7. Complete your SDLT return and pay the duty when put in funds by you for same
8. Register your title in Land Registry
9. Send your deeds to your Lender when registration is completed

The following are specifically excluded from the ambit of the services we offer and you must employ suitably qualified advisers such as Architects , Engineers and Accountants to advise you in relation to same.

1. We do not offer accountancy , tax or financial services advice in connection with this transaction
2. We have no liability for the services of any third party
3. Any advice given to you is not to be relied on by any third party including any lender
4. We do not inspect the property
5. We advise you to obtain a Surveyor to carry out a full structural survey of the property and the existence of dangerous materials in the property
6. The conformity of the property in the title deeds with the physical boundaries . We advise you to employ an Architect to prepare the map for registration of title in the Land Registry and the conformity of the title maps with the physical boundaries. We will supply you with a title map for checking by your Architect on request
7. We cannot advise on the existence of the rights of third parties over the property. You should employ a surveyor to advise on any apparent easements or rights which may exist
8. Where the property is serviced by a Septic Tank we cannot advise on the conformity of same with current Environmental Regulations. We advise you to comply an engineer to inspect any such tank and to check with the relevant Statutory Authorities as to its compliance with regulations. Where you are buying a new house with the assistance of a mortgage we will require evidence that the Septic Tank has been commissioned and the appropriate license has been issued before we will apply for Lenders funds.
9. We do not advise on the conformity of the property with Planning Permission or Building Regulations. We advise you to employ and Architect to check the Building with the relevant Planning and Building Regulations files for the property and to certify compliance with same.
10. We do not advise as to whether sight lines as required by a relevant planning permission are reflected in title easements on neighboring properties. Your Architect must address this issue for us in writing and we will take the matter up with the Vendors Solicitor on your behalf We will assume you are buying the premises for your own use unless advised otherwise .
11. Any alterations to the property by you will require planning permission and building control approval. We advise you to have any existing alterations to the property are checked by an Architect for structural soundness and compliance with permissions .
12. Where your property requires First Registration in the Land Registry you will be responsible for instructing a surveyor to prepare the First Registration Map which will be the basis of your title map. We will furnish your architect with the ACE Map supplied to us and copies of any maps with the title deeds .

As a firm as a Member of Solicitors for the Elderly we follow their code of Practice .This Code of Practice has been established for members of Solicitors for the Elderly to follow when advising their clients.

### Relationship with the Client

1. Members should act with honesty and integrity at all times and should always act only in the best interests of their clients, respecting their dignity and will take into account their need for a holistic approach to problem solving.
2. Members should be mindful of the well-being of their clients at all times.
3. When dealing with older or vulnerable clients, members should allow their clients the assistance of a trusted friend or family member or advocate if that is in the client's best interests. However, members should be mindful of potential issues of undue influence and should ensure that they have an opportunity to see the client alone.
4. Members should be aware of the risks of potential abuse, financial or otherwise to their clients and take relevant action if they believe that abuse is taking place.
5. Members should be sensitive to the client's needs. They should be aware of any potential difficulties with vision or hearing that the client may have and ensure that this is taken into account when communicating with their clients. Documents and correspondence may need to be produced in large print or Braille. Where the client has difficulties with hearing or speech, an appropriate speech and language therapist or sign language interpreter may be needed in order that members can communicate with the client and allow the client to give instructions. The pace and duration of any meeting will need to be adapted according to the particular needs of the client.
6. Members should ensure all practicable steps are taken to maximise decision making potential, particularly for those who may be compromised by physical, emotional and mental difficulties.
7. Members will communicate in plain English and should avoid the use of legal jargon where possible. When legal terminology has to be used, members should make sure that they are satisfied that the client has been given a proper explanation of the terms used and that they understand the explanation.
8. Members should offer home, hospital and care home visits as an alternative to a visit to the office. If this will incur additional cost for the client, this must be communicated to the client prior to the visit taking place but members should be mindful of their obligations under the Equality Act 2010. Members should ensure that they have complied with their obligations under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
9. Members will endeavour to ensure ease of access to their offices and parking for less mobile clients.
10. Members will ensure that all reception staff and any staff who may come into contact with their clients will be caring and sensitive to all older and vulnerable clients.
11. Members must remain up to date with legal issues affecting older and vulnerable clients and must also ensure that they act only within their level of expertise. If specialist advice is required which is outside of the member's capability then the client must be referred to a specialist expert.
12. Members must provide details of their charges and ensure that these are communicated to the client clearly and that the client is aware of and has agreed to the charges. Charges must be transparent and details of charges must be confirmed in writing to the client at the earliest stage possible. This should be accompanied by the client care letter, detailing the service the clients can expect to receive.
13. Members must operate their own complaints policy and ensure that a copy of this is provided to the client at the outset.
14. It is a condition of SFE membership that all SFE members must agree to conduct themselves and their business in accordance with this code. Relationship with the Public Members can use the SFE logo and provide links to the SFE website from their own web pages. Any references made to SFE must relate specifically to the individual member of SFE and not to the member's firm. The SFE Board The SFE board is comprised of members of SFE. The board meets four times a year and is responsible for setting policy and strategy for SFE. All board members must be full members of SFE. Board members are authorised to make statements on behalf of SFE. The board has a

duty to ensure the smooth, professional running of SFE. To ensure the efficient of the operation the board, each board member should attend a minimum of two thirds of the scheduled board meetings each year. The Advisory Board The advisory board is comprised of a number of SFE's Regional Co-ordinators, who are themselves all members of SFE. The Advisory Board is there to help the board with the running of SFE and to input into strategy. The Advisory Board is also there to represent SFE members. Only members of the Advisory Board authorised by the Directors may make statements on behalf of SFE. The Expert Panel The expert panel is made up of experts in the field of Older Client Law and associated areas, who input into the SFE training curriculum and best practice guidelines. The expert panel also helps with the quality assurance process for SFE's accredited standards and assessments.

## **Schedule 6 Privacy Notice and Data Protection**

### **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.

The firm may share data between themselves when providing services. This privacy notice sets out how we trade under the names Donnelly Neary & Donnelly, SC Connolly and Co Eamon King and Co as well as The Law Group with other associated firms owned and operated by JPHLAW Limited Solicitors having its registered office at 1 Downshire Road Newry County Down which trades as John P Hagan Solicitors, Gordon Wallace and Co and Simmons Meglaughlin and Orr ( from 1<sup>st</sup> September 2018) (who collectively operate under The Law Group Brand and are collectively known as "The Law Group ") will process personal data we collect from or about you, or which you provide to us.

Please read this Privacy Notice carefully to understand why data is being collected and what we do with that data once in our possession.

We may change the privacy notice or the terms of business from time to time by amending this page. Further information about data privacy may be found in our engagement letter with you.

The Law Group Manager is Kevin Neary who can be contacted on 028 30264611 or [kevinneary@dndlaw.com](mailto:kevinneary@dndlaw.com)

What type of information will we collect from you?

The personal information we collect will depend on the nature of the services we are providing and what we are contracted to do for you. Typically this might include the following:

- Contact details (including your name, address, date of birth, and email address)
- Photographic identification and proof of address documents (to carry out due diligence)
- Professional information (such as job title, previous positions, and professional experience)
- Banking and financial details (to establish the source of funds where a transaction is involved)
- Details of visits to our website (which enable our website to remember information about you and your preferences). Please read our '[Cookies Policy](#)' for further details.

Where necessary to act in your best interests, and for the establishment, exercise, or defence of your legal matter, we may need to process information which is very sensitive in nature such as diversity and health related details. In some circumstances we may need to share this information with third parties, for example a court or tribunal. If you volunteer sensitive personal data, you will be allowing us to process it as part of engaging our services.

### **On what basis can we process your information?**

The legal grounds for processing your personal data are as follows:

- It is necessary for the performance of a contract to which you are a party, or to take steps prior to entering into a contract with you. The retainer between you and the firm, which is made up of our terms of business and engagement letter, sets out the terms of the contract and the services we will provide.
- It is necessary for the purposes of our legitimate interests, except where our interests are overridden by the interests, rights or freedoms of affected individuals (such as you). To determine this we shall consider a number of factors, such as what you were told at the time you provided your data, what your expectations are about the processing of the data, the nature of the data, and the impact of the processing on you.
- It is necessary in order to comply with mandatory legal obligations to which we are subject under EU or UK law.

#### **Information collected from you about other people**

In commercial matters, in the course of providing our legal, financial and other professional services to you we will hold and use personal information about you, your officers and/or your employees. When you provide personal information to us relating to your officers or employees, you confirm that you are allowed to do so. You should ensure that those individuals understand how their data will be used by us.

In personal matters you may be providing other third party data to us, for example details about your family members, in which case we will use such data as a data controller in our own right and will comply with data protection legislation in relation to use of that data. You must have the authority to disclose personal data if it relates to someone else and all data disclosed should be complete, accurate and up to date.

#### **Children**

Our services are not aimed at children and in private client matters involving children, the children will be represented by their parents or guardians. Where we act for you in private matters involving children, we shall explain to you why we need the information and how it will be used, both when we initially collect the data and as your matter progresses.

#### **What we are going to do with your information?**

We will hold and use personal information about you in the following ways:

- Provide you with information about our seminars, events and legal topics that might be of interest to you. If you are an existing client or a business contact we will do this on the basis that we are pursuing legitimate interests in trying to provide you with information and updates. If you are not an existing client or a corporate contact and have requested this information from us, we will do this in order to fulfil your request.
- Verify your identity and establish the source of funding in any transaction.
- Carry out appropriate anti-fraud checks (by conducting online searches using a third party identity provider). Please note that this will not affect your credit rating.
- Communicate with you during the course of providing our services, for example providing you with advice and dealing with your enquiries and requests.
- Prepare documentation to complete transactions and commence legal proceedings on your behalf.
- Carry out obligations arising from any contract entered into between you and third parties as part of your legal matter.
- Refer you to another department within TLT about additional legal services which may benefit you.
- Statistical purposes so we can analyse figures to help us manage our business and plan strategically for the future.
- Seek advice from third parties in connection with your matter, such as legal Counsel.
- Respond to any complaint or allegation of negligence against us.
- Prevent money laundering or terrorist financing in accordance with financial crime regulations.

### **Information we collect about you from others**

Information may be passed to us by third parties in the course of providing our legal services. The processing of this information will be necessary for the progression of your legal matter and to enable us to act in your best interests as your legal representative.

As a law firm we have an obligation to make you aware of anything that is relevant to your matter. When we obtain information about you from a third party rather than from you directly, we will notify you of any relevant information within a reasonable period, and provide you with details including the type of data and source it came from. Typically these sources may include:

- Other parties involved in the legal proceedings (such as the solicitor acting on the other side).
- Financial institutions (such as banks involved in financing the transaction).
- Other professional services firms (such as accountants and tax specialists).
- Government bodies (such as HM Land Registry for details of your property).
- Public sources where this relates to you or your organisation (for example Companies House).

How long we keep your data for

We will only retain your information for as long as is necessary to:

- Carry out the legal work
- Establish or defend legal claims (for example negligence claims) that could be made against us.
- Comply with legal obligations under EU/UK law (anti-money laundering regulations say your identification and source of funds information must be kept for a minimum period from conclusion of the matter).

Typically we will store the information for fifteen years from the date of your final bill but reserve the right to destroy all data after 6 years .

### **Who your information will be shared with**

Based upon the services you need we may pass your details to selected people or organisations (data processors) to carry out certain activities on our behalf. For example, personal information you provide may be disclosed to our agents, who may keep a record of that information.

We may pass your information to any third parties where required to do so in the course of providing legal services, or where we are obliged by law. This will include, but is not limited to:

- A court or tribunal where we are acting for you in a dispute or litigation.
- Government bodies (such as HM Land Registry or HM Revenue and Customs for property related work).
- The solicitors acting on the other side of your matter.
- Legal counsel or other experts to obtain advice or assistance on your matter.
- Other professionals and service providers (such as insurance brokers, where you wish to take out an insurance policy as part of a transaction).
- Organisations involved in any merger or business reorganisation we are dealing with.
- Any disclosures to law enforcement agencies where required by law (in particular the prevention of financial crime and terrorism).

- Our regulators including the SRA, Law Society of Scotland, and Law Society of Northern Ireland in connection with any ongoing regulatory investigation.
- Our professional indemnity insurer in the event a claim is made against us in order to defend ourselves.
- The bank or building society or other lender providing finance in the transaction.
- External auditors who may carry out independent checks of your file as part of our accreditations.
- Any other member firm of The Law Group where your file is referred to them for work where for good reason the firm is undertake same such as conflict of interest , panel membership for a lender or joint marketing or administration

At the outset of your matter we may not be aware of all the other parties involved as this will depend on the specific nature of the work.

We will not share your information with third parties for marketing purposes.

### **Security of your data**

Your data will be held on secure servers within the EU with all reasonable technological and operation measures put in place to safeguard it from unauthorised access. Where possible any identifiable information will be encrypted or minimised.

If we have given you a username and password which enables you to access certain parts of your matter on our systems, you are responsible for keeping it confidential. Please do not share it with anyone.

### **Measures when transferring your data to others**

There may be occasions where we need to send your data outside the EU. This would cover situations where we need to deal with international aspects of your matter and instruct overseas organisations to assist. When BREXIT comes in to effect we reserve the right to store data in the cloud in an EU country as well as the UK

Some organisations may be located in countries outside of Europe where data protection laws are not as strict as they are in the UK. Where your personal data is being transferred outside the EU or post BREXIT outside the UK, we will undertake an assessment of the level of protection in light of the circumstances surrounding the transfer. We will make sure that any transfers are not repetitive and only limited to the minimum amount of information possible. In certain circumstances we may need to seek your consent unless there is an overriding legal need to transfer the information.

### **How you can access and update your information**

You have a right to request a copy of the personal information we hold about you, known as a data subject access request. You also have the right to request that information we hold about you which may be incorrect, or which has been changed since you first told us, is updated or removed. These requests are free of charge and can be sent to Risk Manager, at the firm address however to the extent permitted by law we reserve the right to exercise our lien in relation to said information or documents where there are monies due and owing to us by you – Please address such requests to the risk manager at the practice address

### **How you can object to us using your data**

You can ask us to limit the way in which we are using your information or object to certain types of processing. We will do our best to comply with your request unless we have to use the information for legitimate business or legal purposes.

Please note that if you want us to restrict or stop processing your data this may impact on our ability to provide our services. Depending on the extent of your request we may be unable to continue acting for you and be forced to immediately cease acting. In these situations you would remain liable for the fees and disbursements incurred to date.

Any queries or concerns about the way in which your data is being used can be sent to [kevinneary@dndlaw.com](mailto:kevinneary@dndlaw.com)

### **Moving your information to another organisation**



You have the right to request that we send a copy of the personal data we hold about you to another organisation for your own purposes, for example when you are dealing with a different service provider. If you would like us to move, copy, or transfer your information to another organisation please let us know. We will respond to you within one month after assessing whether or not this is possible, taking into account the technical compatibility with the other organisation in question.

### **Automated decision making**

We do not use your information for automated decision making.

### **Complaints about the use of your personal data**

If you wish to raise a complaint on how we have handled your personal data, you can contact us to have the matter investigated by writing to Kevin Neary, Risk Manager, DNDLAW Limited, 1 Downshire Road Newry, BT34 1ED, or emailing [kevin@dndlaw.com](mailto:kevin@dndlaw.com)

If you are not our client your personal data may be processed to enable us to provide legal advice to our client and may also be used in legal proceedings on behalf of our client. We are allowed to use your information because it is in the legitimate interests of our client (for example under the terms and conditions of a loan agreement) to do so. We may also have to use your personal data to comply with our own legal and regulatory obligations. If you have any questions about how your personal data is being used, please contact Kevin Neary, Risk Manager, DNDLAW Limited, 1 Downshire Road Newry, BT34 1ED, or emailing [kevin@dndlaw.com](mailto:kevin@dndlaw.com)

### **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.

### **Data protection principles**

This firm complies with the data protection principles set out below. When processing personal data, it ensures that:

- it is processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency')
- it is collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes ('purpose limitation')
- it is all adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation')
- it is all accurate and, where necessary, kept up to date and that reasonable steps will be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy')
- it is kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ('storage limitation')
- it is processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')

This firm will facilitate any request from a data subject who wishes to exercise their rights under data protection law as appropriate, always communicating in a concise, transparent, intelligible and easily accessible form and without undue delay.

### **Process/procedures/guidance**

This firm will:

- ensure that the legal basis for processing personal data is identified in advance and that all processing complies with the law
- not do anything with your data that you would not expect given the content of this policy and the fair processing or privacy notice
- ensure that appropriate privacy notices are in place advising staff and others how and why their data is being processed, and, in particular, advising data subjects of their rights
- only collect and process the personal data that it needs for purposes it has identified in advance
- ensure that, as far as possible, the personal data it holds is accurate, or a system is in place for ensuring that it is kept up to date as far as possible
- only hold onto your personal data for as long as it is needed or as required by our professional conduct rules or the rules required by any other party from whom we also act at the same time as you such as a Lender, after which time this firm will securely erase or delete the personal data – This is set out above in our terms of business which sets out the appropriate period of time
- ensure that appropriate security measures are in place to ensure that personal data can only be accessed by those who need to access it and that it is held and transferred securely

This firm will ensure that all staff who handle personal data on its behalf are aware of their responsibilities under this policy and other relevant data protection and information security policies, and that they are adequately trained and supervised. Breaching this policy may result in disciplinary action for misconduct, including dismissal. Obtaining (including accessing) or disclosing personal data in breach of This firm data protection policies may also be a criminal offence.

### **Data Subject Rights**

This firm has processes in place to ensure that it can facilitate any request made by an individual to exercise their rights under data protection law. All staff have received training and are aware of the rights of data subjects. Staff can identify such a request and know who to send it to. All requests will be considered without undue delay and within one month of receipt as far as possible subject only to our statutory right to exercise a lien where same is in place as a matter of law and valid and subsisting

**Subject access:** the right to request information about how personal data is being processed, including whether personal data is being processed and the right to be allowed access to that data and to be provided with a copy of that data along with the right to obtain the following information:

- the purpose of the processing
- the categories of personal data
- the recipients to whom data has been disclosed or which will be disclosed
- the retention period
- the right to lodge a complaint with the Information Commissioner's Office
- the source of the information if not collected direct from the subject, and
- the existence of any automated decision making

**Rectification:** the right to allow a data subject to rectify inaccurate personal data concerning them.

**Erasure:** the right to have data erased and to have confirmation of erasure, but only where:

- the data is no longer necessary in relation to the purpose for which it was collected, or
- where consent is withdrawn, or
- where there is no legal basis for the processing, or
- there is a legal obligation to delete data

**Restriction of processing:** the right to ask for certain processing to be restricted in the following circumstances:

- if the accuracy of the personal data is being contested, or
- if our processing is unlawful but the data subject does not want it erased, or
- if the data is no longer needed for the purpose of the processing but it is required by the data subject for the establishment, exercise or defense of legal claims, or
- if the data subject has objected to the processing, pending verification of that objection

**Data portability:** the right to receive a copy of personal data which has been provided by the data subject and which is processed by automated means in a format which will allow the individual to transfer the data to another data controller. This would only apply if this firm was processing the data using consent or on the basis of a contract.

**Object to processing:** the right to object to the processing of personal data relying on the legitimate interests processing condition unless this firm can demonstrate compelling legitimate grounds for the processing which override the interests of the data subject or for the establishment, exercise or defense of legal claims.

#### **Special category personal data**

This includes the following personal data revealing:

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs
- trade union membership
- the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person
- an individual's health
- a natural person's sex life or sexual orientation
- criminal convictions or offences

This firm processes special category data of clients and third parties as is necessary to provide legal services for the establishment, exercise or defence of legal claims. This firm processes special category data of employees as is necessary to comply with employment and social security law. This policy sets out the safeguards we believe are appropriate to ensure that we comply with the data protection principles set out above. This firm also has a data retention policy which sets out how long special category data will be held onto.

#### **Responsibility for the processing of personal data**

This firm takes ultimate responsibility for data protection. If you have any concerns or wish to exercise any of your rights under the GDPR, then you can contact the data protection lead in the following ways:

Name: Kevin Neary – Data Protection Officer  
Address: 1 Downshire Road Newry County Down  
Email: kevin@dndlaw.com  
Telephone: 028 30264611

#### **Monitoring and review**

This policy was last updated on 7<sup>th</sup> January 2109 and shall be regularly monitored and reviewed, at least every two years.

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

We irrevocably appoint you as witnesses by our signature to this agreement 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 your firm from your obligations under the Taxes Acts.

I/We indemnify the firm 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.

**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

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

I/We hereby indemnify 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.



### 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 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 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.

**Case Reference ; «CaseCode»**

**Client; «ClientFullName»**

**Re:**

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**I ACCEPT THESE TERMS OF BUSINESS AND  
AUTHORISE YOU TO CORRESPOND WITH THIRD PARTIES ON MY BEHALF**

And I further authorise you do the following:

1. To uplift all title deeds and documents in the custody and possession of a third party required by them in conjunction with this matter and to hold same on accountable trust receipt or final receipt as appropriate to my order.
2. To obtain all documents, notes and records held by any third party on my behalf to include medical notes and records, tax records and bank statements.
3. Without further authority to obtain any information held for or on my behalf in connection with this matter by any third party, government body, financial institution or otherwise.
4. I/We consent to the use of our data in accordance with the Data Policy at Schedule 7 hereto

