



# Terms of Business

Issued by S C Connolly & Co Solicitors



Issued on Monday, January 07, 2019

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 S C Connolly & Co to 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

#### 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**



## Client Terms of Business

Issued by DNDLAW Limited practicing as S C Connolly & Co Solicitors

Case Ref: «CaseCode»

Client; «ClientFullName»

Issued on

### IMPORTANT NOTICE

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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.

### 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 practise rules were experiences 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.

Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of these Terms of Business under the Contracts (Rights of Third Parties) Act 1999.

## 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 Firm's 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.

### 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 £75.00 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 Northern Ireland or 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.

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.

#### INDEPENDENT REVIEW OF CHARGES

In Contentious matters you can seek an independent review of our charges known as Taxation. You should seek independent legal advice in the case of seeking taxation as the procedure will entitle the unsuccessful party to seek costs of the taxation from the other. You can get more information time limits for taxation from the Office of the Taxing Master 7<sup>th</sup> Floor Bedford House Belfast who can be contacted on 028 90 24 5081.

There are provisions in Sections 65, 66,67 and 68 of The Solicitors (Northern Ireland) Order 1976 relating the taxation of costs which give you the right to have the Bill checked by the Taxing Master as Officer of the High Court. This right must be exercised by you within three months from the date of delivery of the bill save in exceptional circumstances and in any event within 6 months from that date. Only in exceptional circumstances can it be exercised where the bill has been paid or where judgment has been obtained for recovery of the amount of the bill.

In non-contentious matters you are entitled to seek a remuneration certificate from The Law Society of Northern Ireland 96 Victoria Street Belfast Telephone 028 90 9023 1614.

These terms of Business constitute notice your right under paragraph (i) of Article 4 of the solicitor's Remuneration Order (Northern Ireland) 1977 and The Solicitors Remuneration (Land Registry) Order (Northern Ireland) 1977 to require us within one month of the receipt hereof to obtain a Certificate from the Law Society of Northern Ireland Stating that in their opinion the costs charged are fair and reasonable, or as the case may be what other sum would be fair and reasonable.



### 3. HOW WE HANDLE DATA AND RECORDS

It may be necessary for us to retain personal data about you on our files and/or computer records. Examples can include financial information, bank details, sensitive personal data and medical records/reports. In accepting these Terms of Business you confirm that we may receive and hold confidential and/or sensitive personal data in relation to you and that, where appropriate, this may need to be disclosed to others, such as counsel/solicitor advocates, experts, banks or financial institutions and other parties. If you have a concern about disclosure of any particular sensitive personal or commercial data please raise this with us at an early stage. We may subcontract or employ independent contractors to carry out photocopying of documents, storage of files or destruction of records.

We will communicate with you by the most effective means, but we cannot be responsible for the security of correspondence and documents sent by fax, e-mail or other electronic means. If you have concerns about the confidentiality of any information sent by such electronic means, please let us know so we can arrange for secure transmission.

How we will use your data will depend on;

- The instructions you provide to us
- The requirements of the Data Protection Act 1988
- Our duty of confidentiality to you

You have the right to see personal data we hold on your behalf and you can obtain information on how to do this from the Office of the Information Commissioner <http://www.ico.gov.uk>.

In compliance with GDPR requirements we attach our detailed Privacy Notice which details how we handle your data

#### 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 £300.00 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

Donnelly Neary & Donnelly is a limited liability company and no work carried out by any solicitors carried out for you or on behalf shall incur any liability other than that of the limited liability company under this retained. 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, 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 €2,000,000 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 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 Scheme, in the event the bank or building society failing, is a total of £85,000.00 per institution.

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 from FSCS 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 Northern Ireland and complaints and redress mechanisms are provided through the Law Society of Northern Ireland.

#### **Insurance Mediation**

As we have said, we are not authorized by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Law Society of Northern Ireland. The register can be accessed via the Financial Conduct Authority website at <http://www.fca.org.uk>

## **7. JURISDICTION**

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

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.

## 9. 1 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

## 9.2 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.

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.

## 10. 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. In Schedule 8 of this letter there is set forth our 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.

### 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.

## 11. 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.

## 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 **£300** 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.

#### LEGAL AID CLAUSES

You may be entitled to Legal Aid if you are in receipt of Job Seekers Allowance or Income Support or otherwise come within the financial limits applicable.

If you wish to avail of Legal Aid you must bring to your first appointment or at the earliest available opportunity, current documentation confirming your benefit details and/or those of your spouse/Director if they are in receipt of the relevant benefits. If you are on a low income or other benefit you may qualify to some extent for Legal Aid. Again, current payslips and benefit details must be brought to your first appointment or provided at the earliest available opportunity.

The Legal Aid rules provide for a contribution from you if your income exceeds the maximum level for free Legal Aid or assistance. If you are being assisted under the Green Form Scheme then the money is paid to this firm. If you are granted Legal Aid any contribution will be payable to the Legal Aid Agency. Failure to make the payments assessed will result in assistance/Legal Aid being withdrawn and you will be responsible for all of our costs. In addition a Statutory Charge may be levied by the Legal Aid Agency on any property recovered or preserved with the assistance of legal aid.

#### Green Form Scheme

Based on the information you have provided you are entitled to receive assistance under the Legal Aid Agency's Green Form Scheme, subject to a contribution which we have advised you about and which should be paid now.



### Legal Aid Scheme

Based on the information you have provided you may be entitled to Legal Aid. Your contribution towards your Legal Aid entitlement will be advised to you by us in letter or orally.

Or (if items above are not completed)

I am not able to accurately assess how much you may have to contribute. The Social Security Agency will make the assessment and it is important that you co-operate with them. The assessment is based on your net income, including that of your Director, how much money you/you both have in savings, the number of dependents and your outgoings. If at any time your financial circumstances change, for the better or worse, you should tell us immediately as we will have to notify the Legal Aid Agency accordingly and a re-assessment of your financial position will be carried out.

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.

### CRIMINAL LEGAL AID

Legal Aid may be available for those charged with more serious criminal offences. This will depend on the nature of the offence and your disposable income. Your solicitor will make the application to the court and the judge will take the decision.

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

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.

### EMPLOYMENT TRIBUNAL PROCEEDINGS

In proceedings before the Industrial and Fair Employment Tribunals in Northern Ireland it is important to note that costs remain your own responsibility from the outset to the conclusion of the proceedings. Tribunals rarely award Costs Orders. Accordingly whether or not you are successful or your claim is settled or lost, you will be personally liable for the legal professional fees and expenses incurred on your behalf. It is therefore important that you respond to requests for information and documentation promptly and fully and that you co-operate with any direction issued from the Tribunal.

### 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 **£300** in advance. We will bill you quarterly.

### SCHEDULE 3 HOME CHARTER REQUIREMENTS

In order to enable us to prepare a Contract for us when a purchase is obtained, please arrange to let us have the Title Deeds as soon as possible. Alternatively, please let us know where we may obtain them on your behalf. If they are with a Building Society it would be helpful if you could let us have details of the Branch with which you normally deal, together with the account number.

**Should more than one Building Society or lender have a mortgage/charge secured on the premises we shall require the name, address, and account number of each together with an approximation of the debt outstanding. Please note that we will act on your instructions and accordingly if you fail to notify us of any relevant information, including details of secured debt, upon which we rely to our detriment, we shall hold you liable for any loss suffered by our Firm.**

This firm is a member of the Law Society Home Charter Scheme, and we would refer you to the enclosed leaflet (reprinted immediately below) which explains the basis on which your work will be carried out and what you should do if, at any time, you have any questions or difficulties. Unless we hear from you to the contrary, we shall assume that you have no objection to having the file inspected by the Law Society's Monitoring Officer, for the purposes of ensuring that the Rules of the Home Charter Scheme have been duly observed and complied with by this firm.

We are obliged on your behalf to furnish the purchaser's solicitors with all relevant and available information about the premises. We enclose the standard form of questionnaire which we would require you to consider, with a view to letting us have information to enable us to complete the replies on your behalf.

The work for which your Solicitor is responsible, in the house buying process, includes the management of the following stages. The terms of the sale and purchase having been negotiated, the parties respective Solicitors will be responsible for taking the parties into formal contract. House buying or selling usually involves two separate transactions for each party (a purchase and a sale) which must be synchronised, and a lending institution, usually a Building Society, will usually be involved also. The timing of entry into contract is also important in a typical chain situation. The purchaser's Solicitor will prepare the Deed of Transfer, having first satisfied himself that the vendor's title is in order, and that all matters involving planning or building control, or arising from survey, have been dealt with. All necessary arrangements regarding the handing over of possession, involving the transfer of funds in exchange for the signed Deed of Transfer, and the stamping and registration of those deeds, will also be looked after by the Solicitor.

**As your solicitor it is our duty to use our professional judgment to protect your interests. We assure you that we will make every effort to keep you informed about the main developments of your case, by letter, email or telephone call. As the frequency of contact is dependent on the facts of each transaction we are unable to furnish set definitive timelines for such contact. We will however contact you immediately for your instructions should anything significant or unusual occur.**

**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.**

We enclose an estimate of charges which we are required to furnish under Home Charter Regulations, which is based upon the anticipated sale price. Charges may of course vary if the eventual sale price varies. The estimate is set out in the Law Society prescribed form and if anything requires clarification please do not hesitate to get in touch with us.

Text of law Society Home Charter Leaflet is as set out below.



The Law Society's Home Charter Scheme is designed to give assured standards of quality. This leaflet explains the basis on which your work will be carried out and what you should do if, at any time, you have any questions or difficulties.

## THE SALE/PURCHASE

The work involved in selling or buying property has Many aspects but the main areas which your solicitor

Will be dealing with on your behalf are as follows:

- Supplying information for your buyer/obtaining information from your seller.
- Checking that the sellers are in a position to sell the property to you/making arrangements to satisfy your lender that the property is suitable as security.
- Agreeing the terms of the contract dates.
- Final signing and agreeing completion dates.
- Making pre-completion arrangements and checks.
- Obtaining mortgage monies/redemption figures.
- Supervising completion.
- Arranging for the registration of the sale on the public record.

In the case of a sale your solicitor will receive the purchase monies and pay off any existing mortgages. They will also arrange to pay for your new property, if applicable, and forward any balance monies to you with a statement of account. In the case of a purchase your solicitor will arrange to obtain the loan monies from your lender. There will be additional money required to make payment in full. That will include expenses and taxes paid on your behalf, such as Stamp Duty Land Tax, and registration fees. These are dealt with in the section on fees later in this leaflet.

## MORTGAGES

There are many Mortgage Lenders, each one offering various mortgage packages, often at different rates. There are mortgages with rates which go up and down according to bank rates and there are other mortgages which have fixed rates of interest. If you choose a fixed rate then you may find that there is a penalty if you withdraw early from the mortgage.

IN EVERY CASE WHEN YOU RECEIVE AN OFFER OF LOAN FROM A LENDER YOU SHOULD STUDY IT CAREFULLY AND SPEAK TO YOUR SOLICITOR TO ENSURE THAT YOU UNDERSTAND IT. IF THE LOAN IS NOT REPAYED THE LENDER HAS A RIGHT TO TAKE THE PROPERTY FROM YOU AND SELL IT. THIS RIGHT MAY ONLY BE EXERCISED IN CERTAIN CIRCUMSTANCES AND IF YOU, AT ANY TIME IN THE FUTURE, HAVE DIFFICULTY REPAYING THE LENDER YOU SHOULD IMMEDIATELY CONSULT YOUR SOLICITOR.

Your lender will require a surveyor to value the property. Please note that unless you ask for a full condition report the survey report which you normally receive will only indicate an approximate value of the property and you will not get a full examination report. If you borrow more than 75% of the value then the lender usually requires a Mortgage Indemnity Policy. This is a one-off charge for an Insurance Policy to protect the lender in the event that they have to re-possess the property and sell it for less than the amount of mortgage then outstanding. The policy is intended to protect the lender it will not protect you from losing your house.

It is easy to get confused about the total cost of your mortgage payment per month and you should always insist on a written quotation. A repayment mortgage involves a single monthly payment to the lender. At the end of the term of years fixed by the mortgage the loan will be totally repaid. In the early years the amount outstanding will not reduce much, but this will change as the year's progress.

An interest only mortgage involves a payment of interest only to the lender each month. In addition an investment contract is taken to provide a lump sum of money to repay the borrowing which will involve making regular contributions to a suitable Endowment Savings Plan, Personal Pension Plan or Individual Savings Account. They each have advantages depending on your individual circumstances. However, it is important that you understand each one has an element of risk and do not guarantee to repay the mortgage. The final return will largely depend on the investment performance, and pricing structure, and it may be necessary to top up contributions in the future. It is necessary therefore to seek independent advice before you enter into a contract to ensure it suits your individual needs and risk profile.

## FINANCIAL SERVICES

We can refer you for advice to Law Society (NI) Financial Advice Ltd (an independent financial adviser). This company was set up by the Law Society acting on behalf of the solicitor's profession generally. The company is regulated by the Financial Conduct Authority for the conduct of business under the Financial Services & Markets Act 2000. The purpose of the company is to help to provide a wider service for the community





and to make sure that independent financial advice is available. The company will select products from the market place, as opposed to recommending the products of only one provider, which will ensure you receive suitable advice. If a transaction proceeds and business is completed. Through the company, there is an arrangement whereby the solicitor will receive some of the commission where applicable. The solicitor will advise you of the precise amount he or she receives.

## SERVICES

You should ensure that companies which supply services such as electricity and telephones are notified of the change of ownership of the property and the date on which the change of ownership will take place so that there will be no disruption of supply. You should ensure that the Rates Collection Agency knows the date of your moving into or out of the house.

## FEES

A Form of estimate of the firm's account will be sent to you at the beginning of the case. This account is divided into two parts. First there are the fees due to the solicitor. Secondly there are sums of money spent on your behalf. These are normally called "outlay". If you are obtaining a loan from a building society or other financial institution they will insist on these matters being dealt with and paid prior to completion. The main items of "outlay" are as follows:

### 1. Stamp Duty Land Tax (SDLT)

SDLT is a tax payable on property transactions. Purchasers are personally obliged to complete self assessment forms in respect of this. It is payable by a purchaser on a scale which increases according to the value of the property purchased. Duty is charged as a percentage of the total sum paid and not only on the amount which exceeds the threshold. It is rounded up where necessary to the nearest multiple of £5. Your solicitor can advise you on your liability for the payment of SDLT.

### 2. Search Fees

These are fees paid to check in the various registries that the person selling the house to you has no charges registered against the property and that he or she is registered as owner of the property. If you are selling a property then your solicitor will be required to bring the searches up to date.

### 3. Property Certificates

These are required from various statutory authorities to ensure that the property complies with various regulations such as Planning and Building Control.

### 4. Registration Fees

These are paid to the appropriate Registry each time a transaction is registered. For example a fee charged by the Land Registry for the purchase of an average house could amount to approximately £470. It should be remembered that these fees are increased by Government from time to time.

## DIFFICULTIES

The Charter exists to ensure that you obtain a quality service. One of the ways in which the quality of our work is checked is by regular and random inspection by the Law Society of the files which members of the scheme are holding. It is possible that your file may be subject to inspection like this. If you have any objection to that being done you should tell your solicitor at once.

If you have cause for complaint you should initially contact the solicitor who has charge of your case. If he is unable to resolve the problem you should contact the senior Director of the firm. In some cases this may be the same person and in that case, or should the senior Director not be able to resolve the matter, then you can refer it to the Law Society of Northern Ireland at Law Society House, 96 Victoria Street, Belfast BT1 3GN.

If you feel that the account for professional fees is unreasonable then you may have a right to have this matter resolved through an Officer of the Court (the Master Taxing Office). Alternatively you may have a right within three months of the bill being delivered to seek a certificate from the Law Society of Northern Ireland to state whether the fee is reasonable or what the proper fee should be. Your solicitor is obliged to provide you with full information on these processes should this arise.

This leaflet is designed to provide you with as much information as is possible on the purpose and value of the Home Charter Scheme. If you have any additional queries please do not hesitate to contact the Home Charter Committee of the Law Society.



## WARNING ON MORTGAGES

To help buy this property you are taking a loan from a Lender. It is important to understand that the arrangement between you and the Lender is a business transaction which imposes legal duties on you. The most important of these is that you are required to make regular monthly payments of the amount and at the time specified by the Bank/Building Society. If you do not make these payments then you risk losing your home. However, the courts do have the power to give relief in some cases if it seems likely that the borrower will be able to make satisfactory arrangements within a reasonable time. So if you do fall into arrears you should inform the Lender immediately and also consult us. We will try to protect your interests. Remember the Lender is in business to make a profit from lending money.

You will have received a letter of offer from the Lender and you should study this carefully. If you have any doubts or questions about anything in the letter we will be happy to explain it. In particular you should study what it says about the insurance of the structure of the property. You should also remember to take out separate insurance to cover the contents of the house. It may also be wise to take out some kind of life assurance so that in the event of your death the mortgage will be paid off. That is something we would be happy to discuss with you if you want. If this is to be done then all arrangements should be made well before completion. Remember the Lender will hold the deeds of your property until the sum is paid off. You should receive a statement of account from the Lender from time to time. Check it carefully.

Finally you should note that in some cases the Lender has the right to use your house as security for other money which it has lent to you for reasons other than the purchase. You would need to be particularly careful if this is the case and to consider your position before taking on the responsibility.

**Domestic Conveyancing Cases Please complete Home Charter Quotation at W:\homecharter.pdf and complete by hand**

## SCHEDULE 4 Terms of Business – Wills and Probate

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

The current nil rate band for Inheritance tax is £325,000 and can be for married couples £650,000. 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 IHT 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;

- 0.75% 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 England 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 5 – CONVEYANCING

When acting for you as Vendor in Conveyancing we will;

1. Request title deeds from your lender
2. Apply for Property Certificates for you as appropriate
3. Furnish you with Pre-Contract 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

When acting for you as Purchaser in Conveyancing we will;

1. Check title deeds of the property
2. Check Property Certificates for you as appropriate
3. Furnish you with Pre-Contract 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.

## Schedule 6

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 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 7 Privacy Notice

### Introduction

This law firm ("The Firm") is a limited liability company registered in Northern Ireland under number OC308658 and regulated by the Solicitors Regulation Authority under number S6448. Its registered office is 1 Downshire Road Newry.

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 are we 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, Donnelly Neary & Donnelly Solicitors 1 Downshire Road Newry County Down 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 Kevin Neary as Risk Manager Donnelly Neary & Donnelly at 028 30264611 or [kevin@dndlaw.com](mailto:kevin@dndlaw.com)





## 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 satisfied with our response or believe we are processing your personal data not in accordance with the law you can complain to the UK data protection regulator, the Information Commissioner's Office. Further details can be found at [www.ico.org.uk](http://www.ico.org.uk) or 0303 123 1113.

If you are not our client

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)

## Schedule 7 Data and Privacy Policy Data protection policy

### Introduction

This is law firm and provides legal advice and assistance to its clients. It is regulated by the Law Society of Northern Ireland

The personal data that this firm processes to provide these services relates to its clients and other individuals as necessary, including staff and suppliers' staff. This policy sets out this firm's commitment to ensuring that any personal data, including special category personal data, which it processes, is carried out in compliance with data protection law. This firm processes the personal data of staff from all over the world, including the personal data of a large number of non-EU citizens, but is committed to ensuring that all the personal data that it processes is done in accordance with data protection law. This firm ensures that good data protection practice is imbedded in the culture of our staff and our organisation.

This firm's other data protection policies and procedures are (these should be considered and may not all be necessary):

- record of processing activities
- privacy notices (website, clients, employees)
- personal data breach reporting process and a breach register
- data retention policy
- data subject rights procedure
- data protection impact assessment process



- IT security policies

'Data Protection Law' includes the General Data Protection Regulation 2016/679; the UK Data Protection Act 2018 and all relevant EU and UK data protection legislation.

## Scope

This policy applies to all personal data processed by this firm and is part of this firm's approach to compliance with data protection law. All This firm's staff are expected to comply with this policy and failure to comply may lead to disciplinary action for misconduct, including dismissal.

## 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 2019 and shall be regularly monitored and reviewed, at least every two years.

Schedule 8 Complaints Procedure

### DNDLAW LIMITED SOLICITORS (The Firm) – Investigating and resolving complaints.

For the purposes of identifying complaints, a ‘complaint’ will be defined as a written expression of dissatisfaction which alleges that the complainant (you) have suffered (or may suffer) financial loss, distress, inconvenience or other detriment as the result of work (not) carried out by the firm.

Complaints may be made to the Director, any solicitor or any other member of staff within the firm. In the event of a member of staff becoming aware of a client's complaint the matter will be reported to the Complaints Manager and you will have received this document as a result of you having lodged a complaint.

Once a complaint has been received the complaint will be acknowledged to the complainant in writing and the following procedure will be initiated:

- Kevin Neary is the designated Complaints Manager for the Firm
- Leanne McConnell is the designated LEXCEL Manager for the Firm
- Kevin Neary will notify our LEXCEL Manager and they will open a Complaints report and establish the nature of the client's dissatisfaction.
- We will acknowledge receipt of your complaint, set out our understanding of it and request your confirmation or seek any necessary clarification. We will also confirm who will deal with your complaint
- An investigation will be conducted to establish any possible deficiency in the level of service which has been offered to you as the client which permitted the complaint to occur.
  - We will ask the fee earner who acted for you to provide us with a response to your complaint
  - We will examine the response and the file as against your complaint, and if necessary speak to the fee earner
- Kevin Neary the firm's Managing Partner and Complaints Manager, will consider your complaint in light of what the file reveals and the fee earner's response and will examine the findings of the investigation together with a recommended course of corrective/preventative action to prevent recurrence of a similar deficiency and present same to the complainant and the LEXCEL Manager within the Firm.
- The firm's Managing/Complaints Partner will then write to you with a detailed response and may invite you to meet with us to discuss and hopefully resolve your complaint.
  - If a meeting between us takes place we will write to you to confirm what took place and detailing any agreed solution that was reached.
  - If a meeting is declined or is for some reason impractical we will write to you again in an endeavour to resolve the complaint to our mutual satisfaction
- The LEXCEL Manager will implement the approved corrective/preventative action and its effectiveness will be monitored and recorded.
- In the event of a course of corrective/preventative action not being effective the deficiency will be identified and the procedure repeated.

You will be kept updated at all times on the ongoing investigation which is being conducted and informed of the appropriate time scale which is associated with resolving/dealing with your complaint.

The completed complaints report together with the findings of the investigation and all correspondence relating to your dissatisfaction will be retained by the LEXCEL Manager for presentation and review of actions taken at the next management Review of the Firm.

Any deficiencies in our work for you will drawn to the attention of the Solicitor involved and any Partner responsible for the actions which have given rise to the complaint. The Complaints Manager will then

- Decide upon the course of Action, if any to be taken
- An investigation will be conducted to establish any possible deficiency within the procedures
- Invite you as the client, if appropriate , to come and meet us to discuss the complaint and the steps taken to resolve same
- The findings of the investigation will be reviewed and the corrective/preventative action will be taken. In the event that your complaint concerns a case or matter originally dealt with by Kevin Neary as your solicitor he will ask another solicitor in the Firm to review the complaint and the actions taken. At our option we may ask another independent firm of Solicitors to review the original complaint file and review our actions taken and we will advise you of this if we decide to do this
- A documented review of the procedure will take place annually at the Annual Management Review Meeting.
- At appropriate stages of the investigation and at its conclusion you will be notified of the position.