

## Terms and Conditions of Business

We will act with reasonable skill and adhere to all professional standards. The extent of our services will be determined by the specific nature of the case and your specific instructions in this matter.

When you give us instructions, we assume that you are giving us permission to take various actions on your behalf when we are acting for you. As outlined by the Law Society of Ireland, our role as your solicitor may involve:

- Making a repayment to a bank or building society for you,
- Holding information for our records, including 'sensitive data', such as your Personal Public Service (PPS) number or medical reports,
- Making a claim for personal injuries under the terms of the Personal Injuries Assessment Board (PIAB),
- Employing barristers and other experts, such as doctors and engineers, on your behalf,
- Obtaining information from third parties to help us with your case, without seeking your permission in advance, and

Using information technology (IT), including email, to guarantee the best quality and most efficient service.

Without specific instructions from you we will not be obliged to provide /accept liability for, advice beyond the specific scope of these instructions given. We will not advice beyond the specific scope of your instructions without specific instruction from you.

It is important to us that you understand at all times what is happening in your case and what stage it is at. To help ease any stress on your part, we will give you general information and explain any procedures regarding your case as it progresses.

We represent your interests and will always keep you informed of any developments in your case as they arise. If there is anything you do not understand or any concerns that arise, please tell us right away so that we can best resolve any problems.

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

- New issues or information arise,
- Events take an unexpected turn,
- We need more information from you, or
- Fees or expenses have not been paid.

It is important that you give us instructions when we need them. If you fail to do this, we cannot make progress in your case. This may affect the outcome of your case. In some scenarios it may no longer even be possible for us to act for you.

As a general rule we rely on the accuracy of the instructions given to us by you and we will not routinely seek further verification before acting on the basis of these instructions.

We will hold any money we receive on your behalf strictly in line with the *Solicitors' Accounts Regulations*. Generally, we do not place individual client funds in interest bearing deposit accounts and we do not account for interest unless you instruct us otherwise. If we place client funds on deposit with an authorised institution, we do not take responsibility for any losses you may incur if the institution cannot repay funds deposited due to liquidity or whatever reason.

If you instruct us to outlay money on your behalf, you cannot change these instructions later, if we have given a professional promise to others to do so.

We will only employ experts with your permission. We will select professionals who we believe to be competent, but we are not responsible for the negligence of anyone we employ on your behalf. You are responsible for paying their fees.

In line with our commitment to continuous quality improvement, certain files in our office may be selected for random quality checking by outside assessors. All assessments of files are conducted in confidence, in our premises and under our supervision. The sole purpose of the assessments are to improve standards so that we continue to provide an excellent service. Unless you object to this assessment, we shall assume that we have your consent to have your file assessed for this purpose. Please do not hesitate to contact us if you would like to discuss the matter further or if you would like to have your file marked as not to be inspected.

If any event occurs that will significantly delay the conclusion your case, we will let you know and give you our best estimate of a new timescale.

As the Law Society of Ireland outlines, time limits may apply in the following two situations, so please make sure that we have all the correct information in good time to take any necessary actions on your behalf:

- Litigation cases - certain actions must be taken by you or by us within a particular period or else your case will fail.
- Actions under the *Civil Liability and Courts Act 2004* - if you are making a claim under this act, you must write a letter outlining the details of your claim within **two months** of the date of the accident. Failing to do this may have a negative impact on your case and may also lead the court to award you only part, or none, of your costs.

If you decide to seek alternative legal representation or discontinue a matter, unless agreed otherwise you will be liable for the costs incurred until that date. The law allows us to keep a client's file as security for any costs until we have been paid for our services. Once our fee has been discharged we will transfer all files to your alternative legal representative. If we encounter difficulty obtaining instructions from you in a litigation matter, we

may be obliged to come off court record and discontinue this contract of retainer. There will be a separate charge for the costs we incur coming off court record on your behalf and we will include this charge in your final bill of costs.

Unless agreed otherwise any quotation or projected indication of our fees will be subject to change to reflect changes in circumstances. In order to avoid rising costs you may assist us by providing the most up to date and accurate information when it becomes available to you and respond promptly to our correspondence or telephone calls.

Unless expressly agreed otherwise, we may issue interim bills of costs from time to time to cover costs incurred to that date. This is to allow for the possibility that your case may not come to a conclusion for some time. Any retainer paid will be applied to the first bill we issue. The total fees may be greater than any payments made in advance, however we will refund the balance of any retainer in excess of the final fee held by us.

If you are not happy with the bill we issue to you, you have a right to have the Taxing Master of the High Court make an adjudication on the bill. You may also make a complaint to the Law Society under Section 9 of the Solicitor's Amendment Act 1994 if you feel that the bill is excessively high.

Any funds or property that you ask us to deal with must have

been legally obtained. In the event that the firm believes that the transaction involves the transfer of assets that represent the proceeds of criminal conduct, we will comply with our legal obligations and report the matter to the Revenue Commissioners and the Garda Síochána. We will cease to act on your behalf in such an event until you regularise matters with the relevant authorities. You will however be liable for fees incurred until that point.

We confirm that we have the appropriate level of professional insurance in place, as required by law. Our liability (and that of our present and former partners and employees) to you arising out of, or in connection with, our engagement (whether for breach of contract or of statutory duty, negligence, or otherwise) will be limited to [the higher of (a) the minimum amount of the professional indemnity insurance cover from time to time required to be maintained by us under applicable law; or (b) €[\* ]]. Nothing in this letter shall limit our liability to you (a) for fraud or fraudulent concealment or (b) to the extent that under any applicable law liability may not be limited.

It is the policy of this firm not to accept instructions by email. In the event that you wish to change instructions please write to this office and/or contact the fee earner by telephone.