

Terms of Business

Issued by Kevin Neary and DND Law Limited

practising as

Donnelly Neary & Donnelly Solicitors

S C Connolly & Co Solicitors

Eamonn King & Company Solicitors



**Issued on**

**Case Reference:**

**Client:**

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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 DND Law/S C Connolly & Co/Eamonn King & Company 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. To act as my lawful attorney in accordance with paragraph 9.2 below.

**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**

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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**

Each solicitor member of our firm, who provides legal services, has been admitted to the Roll of Solicitors held by the Law Society and holds a current practicing certificate.

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.

Please note that property and probate matters concerning clients who are non-resident in the Republic of Ireland shall be subject the provisions of Schedule 6 hereto.

**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 which 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 legislation 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**.**

If you ask us to deal with any funds or property, you must have obtained them legally. 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 in which we are required to make a confidential report to the Gardai and the Revenue Commissioners 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.

**Because of the provisions in the Money Laundering Regulations, our policy is that we do not accept payments in cash exceeding €1,500.00, except where that payment is for professional fees.**

The effect of this legislation is to **require** us to notify the Gardai 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).

**Liens**

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

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

**Payment on Account**

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

**Basis of Charging**

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

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

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

**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.

Quotations:

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 and Trainee Solicitor €100.00 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, and 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.

There are statutory provisions relating to 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.

**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 particularly 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 date will depend on:

* The instructions you provide to us;
* The requirements of the Data Protection legislation;
* 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.

**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 a minimum of €200.00 plus VAT in respect of the administrative costs in retrieving those documents or files, scheduling them and forwarding them to the appropriate Solicitor.

In addition, in the normal course of a solicitor’s 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.

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**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
* 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**

DND LAW Limited 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 (e.g. 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 rising 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 2 years from the date upon which the work giving rise to the claim was performed or if earlier 2 years from the date upon which the alleged act of negligence took place and in any instance shall be the date when the earliest cause of action shall be deemed have accrued in respect of the relevant claim. For the purpose of this clause a claim shall be deemed to be have been made only when court or other dispute resolution proceedings are actually commenced.

**Limitation on Liability on Clients Monies**

All Monies held by us on your account are held in accounts approved by The Law Society of Ireland. 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.

Where negative interests are charged on client funds, we are entitled to levy a charge on client funds equivalent to the amount of any such negative rate charged pro rata on all client funds held by us.

**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 slow. In this clause “beneficiary” shall include you or other beneficiaries.

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

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

We do not provide advice about law in countries outside Northern Ireland and the Republic of Ireland.

**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. Our professional indemnity cover in the Republic of Ireland is in addition to that policy.

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 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. It also excludes 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 if 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. Our complaints procedure is available in the schedule hereto, 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.

**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 wish 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 Principal **Kevin J Neary.** From time to time, other members of staff may deal with some aspects of the work as appropriate. The said Principal 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 (including any time limits) 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) – Section 150**

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 **31st 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 10per 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.

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

PART A:

If you withdraw from and/or discontinue your case after it has started, or if you choose not to continue to defend your case, you are likely to be responsible for both our costs and the reasonable legal costs incurred by the other side in either defending or prosecuting the case up to the time the case was withdrawn and discontinued. The consequences of withdrawing from litigation are as follows:

* The remedy you are seeking may not be available,
* Legal limitations on making a claim may apply and you may be prohibited from pursuing your claim on the basis that too much time has elapsed,
* The other side may try and dismiss the case for failure to progress the case,
* Your case may not be able to be continued or progressed where too much time has passed,
* The remedies sought by the other side may not be available,
* The other side may obtain judgement against you,
* The outside may secure an award of damages against you,
* Other consequences, as appropriate.

PART B:

In order to keep you informed about your case, we include here an outline of the work which may need to be done in respect the various stages prior to the issue of court proceedings.

* 1. Take instructions from you;
	2. Seek a medical report(s);
	3. See a Garda Abstract;
	4. Correspond with the proposed respondent(s) or their insurance company(ies);
	5. Make an application to the Personal Injuries Assessment Board on your behalf;
	6. Correspond with the Personal Injuries Assessment Board;
	7. Advise you in respect of attendance with an Personal Injuries Assessment Board medical;
	8. Gather special damages for submission to the Personal Injuries Assessment Board;
	9. Obtain an Engineers or Motor Assessors Report;
	10. Provide advice in respect of an Personal Injuries Assessment Board award;
	11. Engage a barrister to provide advice in respect of an Personal Injuries Assessment Board award.

In respect of the costs incurred for each stage, we cannot say at this juncture how much each will cost but we have set out an hourly charge [or total estimated fee] at paragraph 1 above.

**Barrister, expert witness and other services costs**

In so far as practicable, we will not ask a barrister, expert witness or other service provider to assist with your case without first:

1. finding out how much he or she is likely to charge or how he or she charges;

2. giving you this information on their charges; and

3. being satisfied as to your approval.

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| 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 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 ,ay bill you ***monthly/quarterly/at the end of the case***.

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| 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 Circuit 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.

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| 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) – SECTION 150**

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| 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 **31st 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.

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| 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 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 or at the end of the case at our option.

**SCHEDULE 3: TERMS AND CONDITIONS OF BUSINESS (WILLS AND PROBATE)**

**Wills**

The current nil rate band for CAT is €325,000 per Class A Beneficiary. We do not automatically offer CAT 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 we 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 solicitor’s 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 you 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 CAT or 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 CAT or IHT, Post death transfers by spouses, Business Property Relief, Agricultural Relief and other CAT or 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 4: TERMS AND CONDITIONS OF BUSINESS (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 with 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 advisee 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 Lender’s 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 OJ Map supplied to us and copies of any maps with the title deeds.

**SCHEDULE 5: SECTION 150 ADDITIONAL INFORMATION**

**Under Section 150 of the Legal Services Regulation Act 2015, we are required to provide you with a notice disclosing the legal costs incurred or, alternatively, setting out the basis on which our costs will be calculated.**

**FOR GENERAL MATTERS (WHERE NOT REASONABLY PRACTICABLE TO DISCLOSE THE ACTUAL LEGAL COSTS AT PRESENT)**

Dear

Thank you for asking us to act for you in connection with this matter. We are pleased that you have chosen our firm.

The above charges in Schedules 1, 2, 3 and 4 may also be calculated by reference to the following matters:

1. The complexity and novelty of the issues involved in the legal work,
2. The skill or specialized knowledge which the Solicitor has applied to the matter,
3. The time and labour that the Solicitor has reasonably expended on the matter,
4. The urgency attached to the matter by the client and whether this requires or required the Solicitor to give priority to that matter over other matters,
5. The number, importance and complexity of the documents that the Solicitor was required to draft, prepare or examine,
6. Where money, property or an interest in property is involved, the amount of money, or the value of the property or the interest in the property concerned,
7. Whether or not there is an agreement to limit the liability of the Solicitor pursuant to Section 48 of the Legal Services Regulation Act 2015,
8. Whether or not the Solicitor necessarily undertook research or investigative work and, if so, the timescale within which such work was required to be completed,
9. The use and costs of expert witnesses or other expertise engaged by the Solicitor and whether such costs were necessary and reasonable.

If we become aware of an issue that means that the legal costs likely to be incurred in your case will be significantly greater than what we have disclosed or indicated in this notice, we will, as soon as may be after we become aware of this, provide you with a new notice.

In order to give you time to consider this notice, we shall not provide any legal services in relation to your matter for a period of 10 days, unless:

1. You confirm that you wish us to proceed with your matter,
2. In our opinion, to not provide our legal services would constitute a breach of a statutory requirement or the rules of court or prejudice your rights in a way that could not be later remedied,
3. We are required to provide legal services to you by court order,
4. A notice of trial has been served or a date has been fixed for the hearing of your matter.

**SCHEDULE 6: ADDITIONAL TAX REQUIREMENTS FOR NON-RESIDENTS**

In some transactions a client must provide us with a note of their Republic of Ireland PPS number. If you are the beneficiary of a Republic of Ireland estate or if you are selling a property in the Republic of Ireland and you request DND to apply for a PPS number on your behalf an additional charge of €150 plus VAT will be incurred.

This firm is obliged to assist a non-resident client with discharging their tax responsibilities in the Republic of Ireland, including but not limited to, the filing of a Capital Acquisition Tax (CAT) return, Stamp Duty return or Capital Gains Tax (CGT) return, an additional charge will be incurred at the hourly rate.

In connection with both CAT and CGT, as a non-resident client, we will require you to retain a suitably qualified accountant or chartered tax adviser to prepare and file all required returns on your behalf. If you do not wish to engage an accountant, we will engage one on your behalf and you will be responsible for their fees in ensuring all required returns are made to the Revenue Commissioners on your behalf. A solicitor for a non-resident client acts as a collector for the Revenue Commissioners for CAT and CGT and therefore has a duty to the Revenue Commissioners of Ireland to ensure that all tax due on a transaction is discharged or we become personally liable for same.

We are obliged to deduct the CAT/ CGT tax payable on a transaction from funds held to your order and to withhold the balance monies until such times as the Revenue Commissioners issue a certificate of clearance. We will write to the Revenue Commissioners on your behalf and afford them **35 days** within which to commence an audit into your tax return failing which balance monies will be released to you after the 35-day period has elapsed.

We do not provide you with any tax or accountancy advice in connection with your case and this specifically excluded from the scope of this retainer. Please remember that, in addition to these additional requirements, there will be tax implications for you in the United Kingdom. As such, it is recommend that you obtain special tax advice from an accountant or chartered tax advisor as regarding your liability to tax in the United Kingdom on such transactions.

1. **Capital Gains Tax- Taxation on a sale of property located within the Republic of Ireland by a non-resident person**

A non-resident person may be liable to CGT and income tax on assets located within the Republic of Ireland. Under the provisions of Sections 1034, 1035 and 1043 of the Taxes Consolidation Act, 1997, a non-resident person may be assessed and charged to such taxes in the name of any representative of any kind including a solicitor in the State.

The Law Society of Irelands Taxation Committee’s standing advice to solicitors is to withhold the proceeds of sale until confirmation is available from the Revenue Commissioners that all tax affairs are in order (Practice Note 25/09/2018 refers). The recently introduced clearance has applied from the 24 October 2022.

An accountant must be retained in all cases to complete, file and return all relevant tax returns in a transaction to the Revenue Commissioners. Before balance funds can be released to a client following completion of the sale of a property:

1. You must provide our solicitor with a copy of a complete and accurate tax submission was made to Revenue on their behalf;
2. You must confirm that they have received no notification of a compliance intervention from Revenue and no request from Revenue for further information within the defined period of 35 working days has been received;
3. The acting solicitor must have received clearance from the Revenue;
4. A copy of the above documents together with the Revenues automated reply message must be on file before distribution of balance funds can take place.

In these circumstances you, as our client under this retainer agreement, hereby irrevocably provides your consent and authority to this firm to permit us to obtain all or any information required in order for the solicitor dealing with your file to apply for and uplift from the Revenue the required clearance upon the sale of a property.

1. **Capital Acquisitions Tax- Taxation on the distribution of an estate where there is a non- resident personal representative and/or a non- resident beneficiary.**

These cases are governed by s. 48(10) of the CAT Consolidation Act, 2003 (as inserted by section 147(1) (l) of the Finance Act, 2010 and further clarified by Section 115 of the Finance Act, 2012). In such cases we are assessable and chargeable for the tax to the same extent as the beneficiary. In order to address the potential risks relating to the payment of Inheritance Tax by non-resident beneficiaries, an Irish resident personal representative taking out a Grant of Probate or Letters of Administration is appointed as an “agent” of any non-resident beneficiary entitled to a benefit exceeding €20,000. This requirement is contained in sections 45AA and 48(10) of CATCA 2003.

Under these provisions the agent will be responsible for the Inheritance Tax “pay and file” obligations of the non-resident beneficiary/beneficiaries. However, the agent is entitled to retain funds sufficient to meet the Inheritance Tax liability from any amounts due to the beneficiary that are under the control of the agent. The liability of the agent is restricted to the extent of the funds available for distribution to the beneficiary. A solicitor, under section 48(10), may write to Revenue indicating that he or she intends to distribute the assets taken by a non-resident beneficiary from the estate of the deceased within **30 days**, where that personal representative or solicitor is satisfied that any relevant Inheritance Tax “pay and file” obligations have been met. Revenue may indicate within the timeframe of 30 days that it is considering conducting a compliance intervention on the Capital Acquisitions Tax IT38 return or pursuing the non-filing of a return by that beneficiary. Where that arises, the resident personal representative or solicitor under section 48(10) should retain control of the assets relating to that beneficiary’s benefit (in so far as he or she has control). This is required until such time as either Revenue confirms in writing that there will be no intervention or the intervention, including any appeal process, is completed and any taxes which are assessable on either the resident Personal Representative or the solicitor under section 48(10), pursuant to section 45AA, of the CATCA 2003, are paid to Revenue.

If Revenue fails to respond within the timeframe of 30 days advising that the particular benefit may be subject to a compliance intervention, In the event of an additional liability being identified where the resident personal representative or the solicitor under section 48(10) acted honestly and in good faith, and did not deliberately fail to comply with his or her obligations, then Revenue will only seek to enforce liability on the resident personal representative or the solicitor under section 48 (10) to the extent of any assets remaining under his or her control.

Where Revenue enquires on foot of (A) or (B) result in additional time costs then these are charged to the client at the normal hourly rate notwithstanding any fee quoted or estimated for the work