

Terms and Conditions

1. Discussing your expectations

We will discuss your expectations and tell you whether we think they are realistic. It is important to us that you understand at all times what is happening in your case. To help prevent any confusion or stress on your part, we will give you general information and explain any procedures regarding your case as it progresses.

2. Instructing your solicitor

It is important that you give us clear and accurate instructions from the very beginning and when you get any new information as the case develops. 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 do our best to carry out the agreed instructions and to give you a confidential and friendly service. When we receive your instructions, we will explain your legal options to you. If there is anything you do not understand, please tell us right away so that we can answer your questions. We will then agree with you the actions to be taken.

3. Updating your instructions

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

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

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

Important: 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.

4. Acting on your behalf

When you give us instructions, we assume that you are giving us permission to take various actions on your behalf. For instance, 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.

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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.

Important:

- If you instruct us to repay money on your behalf, you cannot change these instructions later, if we have given a
- professional promise to others to do so.
- 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.
- We will only use any personal or 'sensitive' information to help your case.
- 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.

5. Cost of services

At the beginning of your case, as required by law, we will give you information, in writing, about our fees and other expenses that may be incurred. If we fail to agree the fees for our services with you, we will not act on your behalf. If we agree to charge you based on the time spent on your case, remember that there will be a charge for **all** tasks carried out on your behalf, including letter writing, phone calls and so on. We will tell you if we believe that you, the client, could appropriately carry out some of the tasks. The law allows us to keep a client's file as security for any costs until we have been paid for our services. We will issue our bill of costs to you without delay.

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.

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.

6. Timescale of case

We will estimate how long your case is likely to continue, including, as your case proceeds, what stage we have reached and what and when the next steps will be. This will save you having to

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

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

- 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 bad impact on your case and may also lead the court to award you only part, or none, of your costs.

7. Legal requirements

Under anti-money-laundering regulations, we need to be sure of your identity and source of assets before we can take on your case.

- **Identity** – you will need to give us evidence of your identity, such as your driving licence or passport, even if we already know you. We will also need you to give us a document showing your permanent address, for example, an ESB or telephone bill or a bank statement.
- **Source of assets** – any funds or property that you ask us to deal with must have been legally obtained. If we become aware or suspect that these assets come from an illegal source, we must notify the gardaí and the Revenue Commissioners without telling you, except in limited circumstances. We will immediately stop acting for you if we have to report illegal assets. Even when we are not obliged to report to the authorities, we cannot transfer any assets or property funded by the proceeds of crime. This includes funds that have not been declared for tax purposes or that have been obtained by false means. In this situation, you would have to legalise your position before we could act on your behalf.

8. Specific cases

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.

a) Litigation case

A litigation case is one in which a person or group makes a complaint against another in court to enforce their rights. These cases aim to find a remedy, such as compensation, between the parties involved in the disagreement. The remedy may be decided by an agreement or a court order. You may have to accept, or the court may decide, less compensation than you had originally hoped for. Often, the person you are complaining about will not cooperate and will constantly raise difficulties. As your solicitor, we will try to overcome these difficulties as much as possible. Litigation cases always involve a financial risk for the person involved. We will tell you if the possible benefit of taking a case is worth the time and money involved. We will also discuss with you the risks involved in any action being taken, including the risk that you could lose the case.

b) Family law case

A family law case involves a dispute between family members, often between a husband and wife or between partners. In family law disputes, relations between each side can be difficult and traumatic. Our role is to

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help by advising you on the legal aspects of your case and by progressing the matter. Often, at the end of a family law case, neither side is completely satisfied with the outcome. We will try to make sure that any decisions are fair to you and are in the interests of your children, if any. We advise all our family law clients to make every effort during the dispute to agree practical arrangements concerning their children with their spouse or partner and to avoid rows. This will allow everyone involved in the case to focus on the main long-term issues that need to be settled.

c) Conveyancing case

Conveyancing involves the legal steps to buy or sell a property. When acting for the buyer, we will investigate thoroughly the property's title (ownership), raising all necessary questions with the solicitor acting for the seller.

If we are not satisfied with the answers to our questions, or with any other aspect of the sale, we may advise you not to buy the particular property. When acting for the seller, we prepare all of the documents needed by the buyer's solicitor. In any property transaction, our job is to transfer the legal title from the seller to the buyer. Other matters may include planning issues or drawing or checking maps. You may be able to deal with these issues yourself or with the help of an architect or other professional. When you sign a contract for the sale or purchase of a property, we will give you a date for when the sale should be closed and the keys handed over. However, unavoidable delays often arise and the sale may not close on that date. We will be able to advise you of an exact completion date closer to the date stated in the contract so that you can make the final arrangements. If you are purchasing a property, you will need to supply funds to pay stamp duty, if it is required, and, in all cases, to pay Property Registration Authority (PRA) fees to register your property. You must pay these amounts before the sale is completed. If you are getting a loan from a bank or building society, they will not issue the loan cheque unless we give them our professional promise to stamp and register your deeds after the sale closes. We cannot promise this unless we already have the funds needed.

d) Probate case

Probate is a legal process involving the transfer of the legal title of a property from the estate of a deceased person. Usually, the person's will appoints an executor to deal with their estate when the time comes. The first step that you, the executor, must take is to give the Revenue Commissioners details of all of the estate's assets, including the value of each asset mentioned in the will. In many cases, the Revenue Commissioners will only accept a professional valuation, for instance, by an estate agent. This valuation will result in an extra cost, but we can only proceed with your business when we receive it. You may also need to employ professional advisors if the deceased person's estate involves a lot of tax issues. Once again, this will involve an extra cost, but these issues may need to be resolved for us to continue with your case.

9. Obtaining your file

Once you pay us for our services, and provided that we have done everything we promised to do, you can take your original file. We are entitled to copy this file to comply with solicitors' regulations. Usually we keep a client's file for at least six years and then destroy it. However, we never destroy deeds and wills. If you need your file or information from the file, we can send this

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to you. We will charge you a fee for this service, based on the current rates at the time of your request.

10. Making a complaint

Good communication between us will guarantee the best possible outcome. If you wish to make a complaint about any aspect of our service, however, please send it in writing to us and we will review your file without delay. We will then send you a written reply to any requests for information, advising you of any actions that we will be taking in relation to your case.

11. Transferring to another solicitor

We hope to reach a successful result on your behalf. But if you decide for any reason to transfer to another solicitor's firm, we will require payment for any work done up to that point. This requirement includes certain litigation cases, even if we might have agreed to seek a fee only if your case was successful. If you change to another solicitor, this agreement automatically ends and we will require payment for the work we have actually done. 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.

12. Professional insurance

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.

13. Acceptance clause

When we agree our fees or the basis of our charges with you, the terms and conditions described here will come into effect. Please note that we do not claim to have any particular expertise outside of a solicitor's general expertise.

We look forward to working with you and to bringing your case to a satisfactory conclusion. Once again, if you have any further questions, please contact us. We enclose a glossary of terms, which you may find useful.

Signed: _____
J.F. Goold & Co., Solicitors

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GLOSSARY OF TERMS

- **Anti-money-laundering regulations**

– a set of laws aimed at preventing and detecting money laundering by encouraging businesses to 'know the customer' before entering a business relationship with them. See 'money laundering'.

- **Civil law** – an area of law concerned with settling disputes between individuals or groups to establish or enforce private rights.

- **Client** – a person or group receiving the services of a professional, in this case the services of a solicitor.

- **Estate** – the total assets of a person who is deceased.

- **Executor** – a person who is named in a person's will to manage their estate.

- **File** – all legal documents relating to a client's case, including any letters or emails.

- **Letter of disengagement** – a letter informing a client that the solicitor is no longer acting for them.

- **Letter of engagement** – a letter confirming that the solicitor is willing to act for the client and outlining the terms and conditions of business.

- **Money laundering** – illegally hiding the true origin and ownership of the proceeds of a person's or group's activities.

- **Negligence** – failure to exercise the care toward others that would reasonably be expected in the same circumstances or taking action that a reasonable person would not take, both of which causing loss or damage.

- **Personal injuries claim** – a case in which a person claims to have been harmed by the action or inaction of another person or an organisation.

- **Property Registration Authority** – a state body set up in 2006 that manages and controls the Registry of Deeds and Land Registry and promotes the registration of land ownership.

- **Title** – ownership.