

Terms and Conditions of Business

Dear Sir / Madam,

You have asked us to act as your solicitor in relation to your case / transaction.

The following pages explain our terms and conditions of business while we are working for you. To prevent any misunderstandings at a later stage, it is important that you know what to expect and understand what our service involves. Please read the following terms and conditions carefully. We will be happy to answer any questions you may have.

We have added an explanation of some of the less common terms used in this document at the end. You may find this useful.

Discussing your expectations

We will discuss your expectations with you and tell you if we think they are realistic. It is important that you always understand what is happening in your case or transaction.

To help prevent any confusion or stress on your part, we will give you general information and explain any procedures to do with your case or transaction as it progresses. Our terms and conditions document gives general information about different types of cases. You should note the information which applies to your case. Your case is a [litigation / family law / conveyancing / probate / criminal / employment] case.

Our terms and conditions also cover any extra work we do for you in relation to this case.

These terms and conditions will come into effect when we notify you in writing of our legal charges. This notification will be one of the following:

- the actual amount we will charge you;
- an estimate of how much we will charge you; or
- an explanation of how we calculate how much we will charge you in your particular case.

We look forward to working with you and to bringing your case / matter to a satisfactory conclusion. Once again, if you have any further questions, please contact us.

Yours faithfully,

McCULLAGH HIGGINS & CO.

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1. Information about our firm

Name of firm McCullagh Higgins & Co.
Solicitors

Legal status: we trade as a solicitors firm that provides legal services.

Address: 1-2 Cois Mara, Dungarvan, Co. Waterford

Phone number: 058 – 44166 / 44167

Fax: 058 – 44182

Email: info@mccullaghiggins.com

Website: www.mccullaghiggins.com

Our qualifications

Each solicitor member of our firm, who provides legal services, has been admitted to the Roll of Solicitors held by the Law Society of Ireland and holds a current practising certificate, unless they have qualified abroad. We will give you information about the qualifications of other lawyers and support people on our staff, if you would like that information too.

How we are regulated

The Law Society of Ireland is the regulatory body for solicitors in the Republic of Ireland. It regulates solicitors as detailed in the Solicitors Acts 1954 to 2011 and in the regulations made under those acts. It is based in Blackhall Place, Dublin.

On the Law Society website www.lawsociety.ie you can access:

- the Solicitors Acts;
- the regulations made under those acts; and
- The Law Society's publication 'A Guide to Professional Conduct of Solicitors in Ireland'.

Professional insurance

We have the appropriate legal level of professional insurance in place.

2. Before you become our client

Money laundering

Assets

Under anti-money laundering regulations, we need to be sure of your identity and where you have got your assets from before we can take on your case.

Identity

You will need to give us evidence that proves your identity, like your driving licence or passport, even if we already know you. We will also need you to give us a document showing your permanent address, for example an electricity bill or a bank statement, which has been sent within the last three months.

Source of assets

If you ask us to deal with any funds or property, you must have obtained them legally. If we become aware or suspect that these assets come from an illegal source, we must notify the Gardaí and the Revenue Commissioners without telling you, except in limited circumstances. We will immediately stop acting for you if we have to report illegal assets.

Even if you have not done anything that we must report to the authorities, we cannot transfer any assets or property funded by the proceeds of crime. This includes funds that have not been declared for tax purposes or that have been obtained by false means. In this situation, you would have to legalise your position before we could act on your behalf.

Conflicts of interests

We may not be able to act for you if there is a conflict of interests, or potential conflict between us, or between you and another client of the firm. For example, if before we accepted your instructions, we found out that we also acted for a person that you now wanted us to sue, then we could not act for you.

We have internal procedures in place to make sure that we can identify a conflict before we accept your instructions.

We aim to always give you independent advice. If, during the course of your case or transaction, we become aware of a potential conflict of interests we will tell you about it. We can then agree whether or not it would be appropriate for us to continue to act on your behalf.

3. Our service to you

Duty of care

We agree to carry out the work on your case or transaction with care and skill, in line with good professional standards.

Confidentiality

We will always respect the confidentiality of your affairs.

However, in the normal course of running a solicitor's practice, we must give access to bodies with legal powers, like:

- the Revenue Commissioners;
- the Law Society of Ireland; or

- others.

We may also give limited access to quality control companies so they can inspect random files each year.

We also use professional and other services, which will involve some access to files, including:

- accountants;
- risk assessment auditors;
- IT maintenance contractors; and
- others.

This allows us to manage our firm properly. We always try to make sure that the provider of the services is reputable and, where appropriate, we will require them to sign letters of confidentiality.

Confidentiality – maintenance and offsite storage

When we store files offsite, whether electronic or hard copy, we will take all reasonable steps to make sure that we keep your information confidential.

How to instruct your solicitor

It is important that you give us clear and accurate instructions from the very beginning, and that you give us any new information as the case develops. We will do our best to carry out the agreed work and to give you a confidential and friendly service.

When you tell us what you need done, we will explain your options to you. If there is anything you do not understand, please tell us right away so that we can answer your questions. We will then agree with you the actions to take.

Updating your instructions

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

- new issues or information arise;
- events take an unexpected turn;
- we need more information from you; or
- fees or expenses have not been paid.

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

Timescale for your case

We will estimate how long your case or transaction is likely to continue. As your case proceeds we will let you know what stage we have reached and what and when the next steps will be. This will save you having to inquire about your case. If any event occurs that will delay your case, we will let you know and give you our best estimate of a new timescale.

Timescale for litigation cases

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

Certain actions must be taken by you or by us within a particular period or else your case will fail.

Civil Liability and Courts Act 2004

If you are making a claim under this Act, you must write a letter outlining the details of your claim within two months of the date of the accident. If you fail to do this, it may have an impact on your case and may also lead the court to award you only part, or none, of your costs.

4. Your permissions

If we need you to give us specific permission to do something we will, at the relevant time, ask you to execute a Form / Authority specific to the relevant permission required.

Otherwise, when you give us instructions, you are giving us permission to take various actions on your behalf, as set out below.

Our professional promises or undertakings

If you instruct us to repay money to a bank or Building Society and we have promised them we will do so, you cannot change these instructions later. Likewise, if you instruct us to do any act on your behalf and we make a professional promise to a third party that we are going to do this, you cannot change your mind later.

Injuries Board

The Injuries Board is the independent government body which assesses the amount of compensation due to a person who has suffered a personal injury. By instructing us to handle an Injuries Board case and to deal with the Injuries Board for you, this means you are giving us permission to do this.

Employing barristers and experts

We will only employ barristers and other experts if you give us permission to do so. We will select professionals who we believe are competent, but we are not responsible for the negligence of anyone we employ on your behalf.

Barristers' fees

When you employ us to handle a litigation case, the case may be settled between the parties before it comes to court, on the basis that the other side will pay your legal fees and expenses. Another possibility is that your case will proceed to court and the court will order the other side to pay your legal fees and expenses. If the case proceeds in either of these ways, you are giving us permission to pay any barrister whom we employ on your behalf, from the money received from the other side for their fees.

Information from third parties

When you employ us to handle your case or transaction, you are giving us permission to get information from third parties to help us with your case or transaction, without asking for your permission again.

Data protection

When you employ us to handle your case or transaction, you are giving us permission to hold information for our records, including 'sensitive data' such as your;

- Personal Public Service (PPS) number; or
- medical reports.

We will only use any personal or 'sensitive' information to help your case.

When you give us instructions you are allowing us to keep your contact details. However, when the case is over, if you ask us to delete them, we will do so.

Storing information in electronic format abroad

By asking us to handle your case or transaction, you are allowing us to store your data and other information abroad, for example, in the event that we employ the services of electronic storage companies who use IT storage abroad. Please note that only reputable firms with strong track records would be retained by our firm in these circumstances.

By asking us to handle your case or transaction, you agree that we are not responsible for any loss of, or corruption of, information by any off-site electronic storage service that we use.

The files

By asking us to handle your case or transaction, you are agreeing to accept a photocopy only of the correspondence file if you later want it. By law, we are entitled to keep a copy of the file, or the original, if you have agreed that we may have the original.

Information from the file

If you are transferring to another solicitor, we will give you, or your new solicitor, the originals of all documents as well as the photocopied correspondence files. In this event, a fair and reasonable administration fee may be charged by the office.

Destroying the file

By law we are obliged keep a client's file for at least six years and can then destroy it. However, we never destroy original documents or wills.

Your money

We will hold any money we receive on your behalf strictly in line with the Solicitors' Accounts Regulations.

By asking us to handle your legal case, you agree that we may hold any money you give us, or which we receive on your behalf, in any bank, which is a bank approved by the Law Society.

5. Fees and expenses

It is important that we carefully explain to you how we calculate our fees and that you fully understand this.

Our solicitors and other staff may have to spend a considerable amount of time to provide you with the legal services you need. This is the service for which you pay.

Information about charges in your particular case

In a separate letter, we will outline our fees and the other expenses that you may have to pay for your particular case or transaction. This is required by law. If we fail to agree the fees for our services to you, we will not act on your behalf.

If we agree to charge you based on the time spent on your case, remember that we will charge for everything we do for you, including letter writing, phone calls and so on. We will tell you if we believe that you could appropriately carry out some of these tasks yourself.

Payment in advance

Depending on the nature of your case, we may expect you to make a payment on account towards our fees or those of the barrister (if applicable) when we first start working on your behalf. We will agree this amount with you then.

Payment at intervals

We may bill you for costs at intervals during your case or transaction. We will usually do this when cases or transactions are likely to take a long time to finish.

Disagreements about bills

If there is a disagreement about any bill we send you, we will try to resolve the matter by agreement with you.

Fees and expenses for unexpected issues

In the course of a case or transaction, an unexpected issue may arise. This may mean we have to do considerable extra work on your behalf that is more than we expected when we first gave you information about our charges.

If this happens, you may have to pay extra fees for this work, and you may also have to pay more expenses. If this happens, we will give you new information in writing about the fees and expenses for the additional work. It is a good idea for you to budget for this possibility.

Final bill of costs

We will issue our final bill of costs to you without delay on completion of your case or transaction.

6. Dispute resolution, complaints or claims

Good communication between you and us will guarantee the best possible outcome. However, if you wish to make a complaint about any aspect of our service, please send it in writing to us and we will review your file without delay. We will then send you a written reply within 14 days, including replies to any requests for information, advising you of any actions that we will take in relation to your case.

We hope that any complaint made to us will be resolved. However, if you are not satisfied with our response, you can make a complaint to the Complaints and Client Relations Committee of the Law Society. You can get more details about making a complaint from the Law Society website www.lawsociety.ie.

By asking us to handle your case or transaction, you are agreeing that if you later feel it is necessary to take a case against us, your claim will be limited to €1.5 million or the minimum amount of professional insurance cover, which solicitors' firms are required from time to time to have, whichever is less.

Transferring to another solicitor

We hope to reach a successful result on your behalf. If you decide for any reason to transfer to another solicitor's firm, you must pay us for any work done up to that point, together with any expenses we have paid on your behalf.

This requirement will apply even to litigation cases where we might have agreed to charge a fee only if your case was successful. If you change to another solicitor, this agreement automatically ends and we will require payment for the work we have actually done.

Ending our contract

You can end this contract at any time, but we must first carry out any professional promises we have made on your behalf to third parties. For instance, if we promised to pay money to a third party we must do this before the contract can end. You must pay our legal fees for doing this work.

We are also free to end the contract for a good reason, and on reasonable notice to you.

Enforcement of overall agreement

If a court decides that any part of this agreement between you and us is invalid, this will not affect the remaining terms of this agreement.

7. Your type of case

Litigation cases

A litigation case is where a person or group takes court proceedings against another person or group, to force them to give the first person or group what they believe to be their rights. If a case is heard in court, the judge will decide what should happen between the parties. If the judge decides that the person or group bringing the case is in the right, the judge may order the other side to pay compensation. Sometimes a case is settled between the parties before the court date.

If you are the person bringing the case to court, you should be aware that even if the judge makes an order in your favour, the judge may not award you the full amount you had claimed. Please bear this in mind particularly if we are discussing settling the case before the court date.

Often, the person you are opposing will not co-operate and will constantly raise difficulties. As your solicitor, we will try to overcome these difficulties as much as possible.

Financial risk

Litigation cases always involve a financial risk for the person involved. We will tell you if we think 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.

Family law cases

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 help by advising you on the legal aspects of your case and to make progress towards a resolution.

The effective resolution of a family law dispute requires compromise and neither side is likely to get everything they wish for. The law states that the welfare and interests of the children, if any, must be the main concern.

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.

Conveyancing cases – buying and selling property

Conveyancing involves the legal steps to buy or sell a property.

When acting for the buyer, we will investigate the property's title (ownership) thoroughly and we will ask the seller's solicitor all the necessary questions. 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.

Planning or engineering issues

In any property transaction, our job is only to transfer the legal title from the seller to the buyer.

Other matters which may arise include planning issues, drawing or checking maps or other engineering issues. If we are buying a property for you, we do not cover these issues. You may be able to deal with these issues yourself or with the help of an architect or other professional.

We strongly advise you to consult an architect to deal with any issues relating to planning permissions for any development:

- that has taken place; or
- may take place, during or following the sale.

You also need to check the planning issues for the surrounding areas, as these may affect the property being sold.

Likewise, if issues relating to engineering matters such as mapping or the laying of pipes arise, these should be dealt with by an engineer.

If permission to lay pipes across neighbouring land is needed, this can only be done if the neighbour agrees. If agreed, the agreement should be set out in a legal document. This will be extra legal work and additional fees may be charged.

The closing date

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. When it gets nearer to the date stated in the contract, we will be able to give you an exact date when you can complete the sale or purchase so that you can make the final arrangements.

Money needed before the sale closes

If you are buying a property, you will need to give us the funds:

- to pay Property Registration Authority (PRA) fees to register your property; and
- funds for stamp duty, if it is due.

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.

Probate

If you are the executor of a will

'Probate' is a legal process involving the transfer of a deceased's property and other assets. Usually, the person who has died will have appointed an 'executor' to deal with their estate when the time comes. If no executor has been appointed, you may be the person who is to be the administrator and you will have a role similar to an executor's role.

The first step that you, the executor/administrator, 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. You will have to pay for the valuation. We can only proceed with your business when we receive it.

You may also need to employ other professional advisors. For example, you may need specialist advice, such as tax advice, to sort out the deceased person's estate. Once again, this may involve an extra cost.

8. Explanation 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'.

Attorney: A person appointed to act for another in business or legal matters.

Civil law: An area of law which deals with rights between individuals or groups as distinct from criminal law where there will be an individual on one side and the State on the other.

Capital gains tax: A tax levied on profits on the sale of a property.

Capital acquisitions tax: A tax levied on inheritances received by individuals.

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 has died.

Executor: When someone makes a will, in the will they name someone who they would like to manage their estate after they die. This person is called the 'executor'.

Files: These are made up of the letters, emails, notes and all legal documents relating to a client's case or transaction.

Indemnity: An agreement to fully reimburse a person for any loss incurred.

Letter of disengagement: This is a letter the solicitor can send to the client telling them they no longer act for them.

Letter of engagement: This is a letter the solicitor sends to a client confirming that they agree to act for them. It also details the terms and conditions on which they will do the work for them.

Money laundering: Illegally hiding the true origin and ownership of the proceeds of a person's or group's activities.

Negligence: Causing loss or damage by:

- failing to exercise the care towards people that would reasonably be expected if others were in the same circumstances; or
- doing something that a reasonable person would not do.

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.

Power of attorney: A document which gives power to the person appointed to act for the person who signed the document.

Property Registration Authority: A state body which manages and controls the Registry of Deeds and Land Registry and promotes the registration of land ownership.

Title: Ownership.