

Terms of Business

INTRODUCTION

These terms of business set out the terms upon which Sweeney McGann Solicitors will provide legal services to you and what you can expect from us. In these terms "we" or "our" refer to Sweeney McGann Solicitors. Unless variation is agreed with you in writing, these terms and conditions of business will apply to all the work we do for you. If after reading this document you require clarification of, or you are unsure about any term, please do not hesitate to contact the solicitor handling your work.

PROFESSIONAL UNDERTAKING

We endeavour to provide you with the best possible service allocated amongst staff with the appropriate skill and experience in the relevant field. The solicitor handling your work will advise you and act accordingly whilst keeping you informed of progress being made. There may be circumstances that necessitate that the solicitor handling your matter will be changed or additional persons deployed to assist in its handling. Such instances will be discussed with you should they arise. It is important we receive clear and accurate instructions from the very beginning and you inform us of any new information as the case develops. We endeavour to carry out the agreed instructions and give you a confidential and friendly service.

YOUR WORK

We will agree with you from the outset the scope of the work required. We are not responsible for matters that are outside the scope of the work agreed, or that which would not normally be considered part of a solicitor's duty in relation to work. You authorise us to make routine or administrative decisions on your case without asking you first, although we will keep you informed. Your work will be carried out by those that are able to do so competently and cost effectively. If they are not a partner they will be supervised appropriately. We have a duty to act on your reasonable instructions, subject to our legal and professional duties as solicitors. We will keep you regularly informed of progress. Our relationship is with you, and we owe a duty of care only to you. No other person may rely on our advice or on these terms without our prior written agreement.

CHARGES

It is our objective to render our services to you in the most efficient manner and on a cost effective basis. In normal circumstances, either before or as soon as the nature and scope of the work required becomes clear, we will discuss with you the most appropriate and cost efficient charging method and provide you with an estimate of costs, where appropriate. Charges will generally reflect the following:-

- **Time**

The time reasonably spent by us on your matter. The complexity, urgency and risk of the work undertaken will be relevant in evaluating the cost. The time spent on your work may include meetings, travelling, reading, preparing, negotiating and working on documents, research, dealing with mail, phone calls, attend court hearings and complying with professional or statutory requirements.

- **Expenses**

Routine disbursements including postage, photocopying, telephone, facsimile and courier are charged at standard rates. It may be necessary to incur other expenses on your behalf such Stamp Duty, Land Registry fees, Counsels fees, Expert Witness fees, Law Searches and Travel Expenses.

- **VAT**

Value added tax will be payable on our charges at the rate applying when our invoice is raised. VAT may also be payable on expenses incurred by us on your behalf.

- **Retainer**

We may ask for payment of a retainer before we render services. Unless otherwise agreed, any retainer will be held as security for payment of any expenses and/or legal fees when due. You may terminate your instructions to us in writing at any time but if you decide to do so, you will be liable to pay our charges for the work undertaken and any expenses that have been incurred to date.

- **Invoices**

We normally send out interim invoices, then a further invoice when the work has been or is about to be completed. This applies unless we have agreed with you a different billing frequency or only to invoice at agreed stages in a case or transaction.

- **Overdue Invoices**

Invoices shall be paid within 21 days. If not, we may charge interest on the overdue amount. Interest will be charged on a daily basis at the official rate payable on judgment debts (which is usually close to standard commercial rates) and we may also be entitled to, recover any costs we incur in collecting the overdue amount, do no further work for you until we are paid in full (or we may choose not to do any further work for you at all) and retain all papers until we are paid in full.

CONFLICT OF INTEREST

We will consult you if we become aware of a conflict of interest or a significant risk of conflict of interest. It is our policy to avoid any conflict of interest. In such a situation where we would be prevented from continuing to act for you we will inform you promptly and, subject to satisfactory arrangements being put in place to discharge outstanding fees and disbursements incurred, we will assist in providing an effective transfer to new legal advisors.

CONFIDENTIALITY

We will keep confidential all matters and personal information we handle for you except in the following circumstances; (a) Where you authorise us to disclose information, (b) Where we are required to make such disclosure under regulations or legislation or order of court/administrative body or Law Society audit, (c) Where disclosure is necessary to carry out your instructions and/or to provide you with legal advice/services.

Although we make full use of electronic communication where appropriate, email communication may not be entirely reliable and secure. Should you have a requirement for higher levels of security in certain correspondence, please raise your requirements with us so that we can put in place alternative arrangements.

PUBLICITY

We both agree not to issue any publicity material or information to the media about our relationship and the work we are doing without the other's consent, save where the information is already in the public domain.

OUR LIABILITY

We have carried out careful risk management to maintain the highest professional quality standard. Despite our best efforts we may make a mistake or an omission, by which we mean any breach of our duties to you, and may be liable to compensate you. We have Professional Indemnity insurance in place as required by law.

- **Limitations**

We are liable for loss that we directly cause and for any indirect or consequential loss or loss of anticipated or other benefit, where that total does not exceed €1.5 million including contractual and statutory interest. Otherwise we have no liability for any indirect or consequential loss or loss of anticipated profit or other benefit. For the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake. These limits on our liability shall apply to work done under this contract and any future work unless we agree different terms with you. We believe the limitations on our liability are reasonable but we will discuss the limit with you if you consider it insufficient for your purposes in general or in respect of any particular task, and if appropriate provide a higher limit which may incur an extra cost. If you think we have made a mistake let us know in writing within 12 weeks of becoming aware of it and start any legal proceedings within 12 months of that written notice, otherwise we have no liability for any breach of our duties to you. We are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it). If others are also responsible for your loss, our liability is limited to our fair share of the proportion which is found to be fairly and reasonably due to our fault, whether or not you are able to recover the rest from the others. We shall not be liable to pay you the proportion which is due to the fault of another party. These limits apply to the extent that they are permitted by law. We cannot, for example, avoid full liability if our mistake causes death or personal injury. If any part of this section of our terms which seeks to limit liability is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, the remaining provisions shall continue to be effective.

LEGAL REQUIREMENTS

Under anti-money laundering regulations we must check the identity of all clients and the source of assets before we can take on your case. These are legal obligations upon us and we hope that you will not take offence if queries we must make of you appear intrusive:-

- **Identity**

We will require you to provide us with evidence of your Identity. Acceptable identification includes an original Passport or an original Driving Licence. We also require you to provide us with your Personal Public Service Number (PPS No.), which can be found on your social services card or tax correspondence. In addition, we require proof of your permanent address such as a Utility Bill or Bank Statement. Please ask the person dealing with your case if you require further clarification on proof of identity.

- **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 Gardai and the Revenue Commissioners. In such cases we may also by law stop acting on your behalf. Our duty to notify overrides any duty of confidentiality that we owe to you and legal professional privilege (your right to refuse disclosure of documents relating to advice given to you) may not apply in these circumstances. We also follow Law Society guidelines and restrict the amount of cash that we are prepared to receive from clients. Our limit is currently €2,000. Please contact whoever is dealing with your transaction if you think this may be a problem. However, if you exceed this limit by depositing cash direct with our bank we reserve the right to charge for any additional checks we deem necessary regarding the source of the funds.

- **Holding Your Money**

If we hold money on your behalf, we will place it in a bank account ("Client Account") designated for clients' money in a manner compliant with current legal and professional regulations.

- **Transfer of Money**

Where we have to transfer money on your behalf we cannot do so until the money has cleared the banking system. If the money has not been cleared we will not be able to make the payment for you. We may charge you an administration fee for money transfers made on your behalf.

QUERIES

Please direct all of your general queries to enquiries@sweeneymcgann.com, or to the person who normally handles your work. If you have a query on an invoice, please discuss it as soon as possible with the person dealing with your work. If you are not satisfied, please follow the complaints procedure below.

COMPLAINTS

We value our relationship with you and welcome any suggestions for its improvement. Our complaints procedures and redress mechanisms are provided through Law Society regulation. We will investigate any complaint you may make thoroughly and promptly. In the first instance you should contact the solicitor handling your work as soon as possible after you have identified your concern. He/She will endeavour to remedy your complaint. Should you be unhappy with the response you receive you should refer the matter to the firms' Managing Partner Gearoid McGann, who will review your complaint and report back to you in writing. If for any reason we are unable to resolve any problem between us you may bring the matter to the attention of Complaints and Client Relations Section, Law Society of Ireland, George's Court, George's Lane, North King Street, Dublin 7. Please see www.lawsociety.ie for more information.

ENDING OUR RELATIONSHIP

You may ask us to stop working for you at any time. If so, please confirm that in writing. We may choose to stop acting for you, but only if we have good reason to do so (for example, if conflict of interest arises or you do not make payment when due) and we will give you as much notice as possible. If we do stop acting on your behalf we are still entitled to payment for work completed to that point.

INVESTMENTS

We are not authorised to advise on financial and investment matters that are unrelated to our legal work. We may therefore have to refer you to someone who is authorised.

JURISDICTION

These terms and our relationship will be governed by Irish Law. We each submit to the exclusive jurisdiction of the Irish courts.