

9. 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.

10. 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.

11. Professional insurance

We confirm that we have the appropriate level of professional insurance in place, as required by law.

12. 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.

LETTER OF ENGAGEMENT

You have asked us to act as your solicitors in relation to

[description of case]. This letter explains our terms and conditions while we are working for you. It is important, to prevent any misunderstandings at a later stage, 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.

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. 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.

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Debt Collection
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Defence of Criminal & State Prosecutions
Road Traffic Offences
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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.

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.

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
- 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.

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.

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 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 gardal 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 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.

For more information, see the enclosed copy of the Law Society leaflet Money Laundering: Your Solicitor and You.

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