

Kelly Hoban Solicitors, Rye Cottage, Main Street, Leixlip, Co. Kildare W23 R621
TERMS & CONDITIONS

You will find hereinunder our terms and conditions whilst 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. Please contact us should you have any questions.

OFFICE HOURS

Our office hours are from 9.00am to 1.00pm and from 2.15pm to 5.30pm, Monday to Friday. It is possible to contact us by mobile after office hours and it has been agreed between You and our solicitor.

METHODS OF COMMUNICATION

We shall send correspondence and copies of certain documentation to you at the postal and email addresses which you provide us with, unless you ask us to use other addresses. Please specify if you require communication to be sent in a particular manner or particular address. Our preferred method of contact is by email. All of our correspondence to you will be marked "private and confidential". Please note that our email communications with clients are not encrypted or password protected. We shall not be responsible for any loss or damage arising from the unauthorised interception, redirection, copying or reading of emails, including any attachments.

CONFIDENTIALITY

The Solicitor-client relationship is such that the fact of your being a client of our firm and all discussions that you have with us as your solicitors will never be revealed to a third party, without your consent, save for very limited and exceptional circumstances. We will only use personal or sensitive information to help your case.

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 office. 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.

INSTRUCTING 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. 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. Always remember to update instructions when asked by us to do so or if there is any new information or information you believe was not previously disclosed to us. It is important that you give us instructions when they are needed. If you fail to do this, it may affect the outcome and, in some cases, may mean we have no choice but to stop acting for you.

PROFESSIONAL INSURANCE

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

RESTRICTION OF LIABILITY

We are limiting our civil liability arising from the contract between you and Kelly Hoban Solicitors to the minimum level of cover from time to time as specified by the Law Society.. The current minimum level of cover is €1,5 million. It means that our liability to you for our mistake will be subject to a maximum sum of compensation of €1.5 million.

LEGAL REQUIREMENTS

Under Anti-money laundering regulations, all solicitors are required to retain in their file documentation which verifies the identity and address of their clients. We usually request this from you at our first meeting. However, if we have not yet done so for whatever reason, we would ask you to provide us with copy of photo ID and copy of current utility bill.

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.

COOLING-OFF PERIOD-YOU RIGHT TO CANCEL

If our contract for legal services was not made with you at the firm's offices, you have the right to cancel the contract within 14 days, without giving any reasons. The cancellation period will expire 14 days from the date, following your instructions to us that we agreed to act for you. You must inform us of your decision to cancel within this deadline. To meet this deadline, it is sufficient for you to send us a clear statement in writing before the cancellation period has expired. This statement can be sent by letter, sent by post, by fax or by email. You already have our contact details.

AUTHORITY

If we need you to give us specific permission to do something we will ask you to sign a separate document for the particular purpose. Otherwise, when you give us instructions, you are giving us permission to take various actions on your behalf, as set out below.

ACTING ON YOUR BEHALF

Our firm operates on a team basis. If, on occasion the Solicitor assigned to your case is unavailable due to absence from the office (either in Court, annual leave or because of illness) then your case will be dealt with another solicitor in the office who will be full apprised of the circumstances of your case. In some cases, it may be necessary to obtain detailed and specific advice from a third party such as a barrister, an accountant, a pension's expert, a property valuer etc. If it is necessary for us to do so we shall discuss this with you before engaging that third party. We will only employ experts with your permission. We will select a professional whom we believe to be competent, but we are not responsible for the negligence of anyone we employ on your behalf. To allow us to progress your case efficiently and to keep you costs as low as possible, please reply promptly to our requests for information, documentation and instructions from you. If you fail to promptly reply to our requests, we cannot make progress on your case and this may affect the outcome of your case. In some cases, without instructions from a client we may not have a choice but to stop acting for you. It is important that you give us clear and accurate instructions from the beginning and when you get any new information as the case develops. When we receive your instructions we will explain your legal options to you. If there is anything that you do not understand, please notify us straight away so that we can answer your questions. If you instruct us to repay money on your behalf or undertake to do something on your behalf, you cannot later change these instructions if we have given a professional promise/undertaking to do so.

DATA PROTECTION

When you employ Kelly Hoban to provide legal services to you, you are giving us permission to hold information and personal data for our records. The applicable law is the Data Protection Acts 1988 and 2003 (as amended) and from 25 May 2018, the General Data Protection Regulation (the GDPR).

The categories of your personal data that we may collect includes, but is not limited to the following: contact details (including names, postal addresses, email addresses and telephone numbers), financial and tax data, correspondence by phone and/or email. We collect this information to provide you with legal services, engaging you you provide us with consent for the processing and there are legal requirement in relation to court cases or certain legal work you contracted us for in respect of information we must collect. Processing is necessary for the performance of a contract which you have entered into with us, to take steps at your request prior to entering into a contract and to protect the vital interests of you or of another natural person.

If your case involves the processing of special categories of data such as medical or health data we will only process such personal data or special category of personal data for the establishment, exercise or defence of your case and for no other purpose.

We shall keep any personal data, information and documents relating to you or your business confidential, except where disclosure is required by law or regulation or in other exceptional circumstances. In the same way we must respect the confidentiality of information and documents which we hold for our other clients. We cannot, without their express written permission, disclose any of that material to you.

In the normal course of running a solicitor's practice and in the course of carrying out our obligations to you we may need to share/disclose your personal

data to a third party/parties such as:- counsels, any experts required for the case, Revenue Commissioners, Law Society of Ireland, Local Authority, Gardaí, Courts Service, Department of Social Security, Banks, Property Registration Authority

We also use professional and other services including specialist IT service providers, which will involve some access to files including: accountants, risk management auditors, quality control companies, IT maintenance contractors, Cloud storage providers, External file storage companies. This allows us to manage our firm properly. We always try to make sure that the provider of the services is reputable and can provide sufficient guarantees to implement appropriate technical and organisational measures in such a way that your personal rights are protected.

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

Please note that you have the following rights in respect of your personal data: the right to access the personal data we hold about you; the right to require us to rectify any inaccurate personal data about you without undue delay; the right to have us erase any personal data we hold about you in circumstances where the processing of data was not carried out in accordance with the GDPR; the right to object to us processing personal data about you such as processing for profiling or direct marketing; the right to data portability in certain circumstances such as where the processing is based on consent, processing is necessary for the performance of a contract and the processing is carried out by automated means; the right to request a restriction of the processing of your personal data. Some of the right may be restricted by other regulations ie: law requirement to hold copy of file for a certain period of time; law regulating transfer of files between solicitors

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, when we employ the services of electronic storage companies who use IT storage abroad. If you have any queries, please contact us and we will give you further information. 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. We will try to make sure that the company we use is reputable.

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 Central Bank. We will just hold your money. We do not have any additional responsibilities around the protection or investment of your money. You also agree that we are not legally responsible for a loss or reduction in the value of the money because the bank at which the money is held becomes insolvent and does not have the money to pay back the full amount. By asking us to handle your case or transaction, you agree that if we have given a professional promise or undertaking on your behalf, which, because of the insolvency of the bank at which we had placed the money, we cannot carry out, you will refund us in full any loss we suffer if we are forced to carry out our promise at our own expense. You also agree that we are not legally responsible for a loss or reduction in the value of the money if the government were to legislate, empowering it to take part of deposit funds.

LEGAL COSTS

We would refer you to the accompanying Section 68/150 letter in relation to our costs. As set out in our Section 68 letter there is a charge for all tasks carried out on your behalf, including letter writing, emails, telephone calls and consultations. 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 at the conclusion of our acting for you without delay or every specified period of time- to be agreed.

OUR PROFESSIONAL PROMISES OR UNDERTAKINGS

If you instruct us to repay money or to give a certificate of title 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. You will be responsible for our fees and expenses, even if you are successful.

BARRISTERS AND EXPERTS

From time to time, it may be necessary to engage barristers and other experts on your behalf. We will select professionals whom we believe are competent. They will be directly responsible to you for the quality of their work.

FEES OF BARRISTERS AND OTHER EXPERTS

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 or expert 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.

ENDING THE SOLICITOR-CLIENT RELATIONSHIP AND/OR TRANSFERRING TO ANOTHER SOLICITOR

You may terminate your instructions to the firm in writing at any time. You will be responsible for all legal costs and outlay incurred by you with the firm for all work undertaken by the firm in accordance with your instructions and our obligations. We will prepare a detailed bill of costs and send this to you for payment. Provided all fees owing to the firm have been paid and we are not constrained by undertaking or Court Order from doing so, we will release your file to you or to another firm of solicitors instructed by you ("Solicitor's Lien"). We may decide to stop acting for you, but we will only do so with good reason. Situations where this may occur are as follows:

1. If you do not give us clear instructions
2. If there has been an irretrievable breakdown in trust and confidence
3. If a conflict of interest is discovered or arises
4. If we cannot continue to act without being in breach of rules of professional conduct that apply to solicitors
5. If you fail to make a lodgement of money on account of fees or to discharge an interim bill or other bill when requested to do so; and/or
6. If you fail to comply with your obligations to provide evidence of identity or we suspect that you are involved in Money Laundering activities.

When you terminate your instructions or we decide to stop acting for you in a case where any part of our fees were agreed to be paid on successful completion of the case, you will be obliged to pay our cost immediately before release of your file. This is due to fact we are no longer acting for you and therefore the rule that fees are paid on successful completion of the case does no longer apply (simply because we will not have the opportunity to win the case if it is taken from us or we were made to stop acting for you). We may consider written undertaking from your new solicitor that our costs will be payable on successful conclusion of the case by your new lawyers and before discharging by you their fees. If the firm stops acting for you and you are involved in ongoing Court proceedings, this firm will have to come off the Court record in those proceedings and will no longer continue to represent you before the Court in any further Court hearings.

AT THE END OF YOUR CASE

At the conclusion of our acting for you, this firm will keep your file for a minimum of six years from the date of the last bill. We will keep your file on the understanding that we have the authority to destroy it after the period of six years has elapsed. This does not include Wills and Deeds. We may agree to store title deeds, wills and other especially valuable documents in safe custody for you if you require and, if we do, we will not, without your consent, destroy any such documents. We will advise you of our fees in providing such storage facilities, if they arise. If you require the file during the period while it is in storage, we can provide this to you on payment of our reasonable fees for delivery, locating any specific documents and making copies for you. As you will appreciate, we hold a number of files in off-site storage and it may take some time to retrieve your particular papers. The fee charged will be based on the current rates at the time of your request.

DISPUTE RESOLUTION & COMPLAINTS

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. 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, and 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 Law Society. You can get more details about making a complaint from the Law Society website www.lawsociety.ie.

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.

GOVERNING LAW & DISPUTES

Our agreement shall be governed by and construed in accordance with the law of Ireland and any dispute is subject to the exclusive jurisdiction of the Irish Courts subject to below election to mediation. In any case where it is intended that legal proceedings should be issued against us (or any person or entity for which this office is or is alleged to be responsible), we may at our election require the relevant dispute, difference or claim to be referred to mediation or arbitration by notice in writing to that effect. If you issue any legal proceedings, we may still elect for mediation or arbitration by notice to that effect given to you and to your lawyers named in the proceedings (if any) within 21 days of service of the proceedings on us, in which event you will take no further steps in the proceedings other than to procure the dismissal or stay of the proceedings. When we have given notice that we have elected for the dispute, difference or claim to be referred to arbitration, it will be referred to and resolved by a single arbitrator in accordance with the Arbitration Act 2010 such arbitrator to be appointed to be agreement within 14 days of the parties or, failing agreement within 14 days as may be nominated on the request of either party by the president of the time being of the Law Society of Ireland. The laws of Ireland shall apply. The place of the arbitration shall be Dublin.