

# KENNY STEPHENSON CHAPMAN SOLICITORS LLP

## Terms and Conditions of Business

### **1. BASIS OF AGREEMENT**

- 1.1 This document sets out the terms and conditions of business of Kenny Stephenson Chapman LLP. They should be read along with our s.150 notice. These documents, subject only to any legislation requirement that may apply to us or any changes to the rules and regulations laid down by the Law Society of Ireland and/or the Legal Services Regulatory Authority, constitute the sole and entire basis on which we provide services to you, unless and until updated terms are provided. To prevent any misunderstanding 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 of business carefully and let us know if you have any queries.
- 1.2 The terms of business (as amended from time to time) will apply to all future instructions you give us whether in connection with the scope of the work in relation to the current matter or any other matter in which you instruct us.

### **2. PROVIDING YOUR INSTRUCTIONS**

- 2.1 It is your responsibility to us to provide the information and instructions we need to provide our services to you. If you do not provide the required information and instructions as the matter progresses, there may be delays and we may even have to stop acting for you. You could also expose yourself to financial liability or other risk.

### **3. CONFLICTS**

- 3.1 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 we also acted for a person that you now wanted us to sue, then we could not act for you.
- 3.2 We have internal procedures in place so as to ensure, insofar as is possible, that we can identify a conflict before we accept your instructions.
- 3.3 We cannot guarantee that we will be able to identify all situations where there may be a conflict with your interests. Please therefore notify us promptly of any potential conflict affecting our services to you of which you become aware.
- 3.4 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. You agree that it will be up to us whether or not it is appropriate for us to continue to act on your behalf.

### **4. COSTS**

- 4.1 It is important that we explain to you how we calculate the fees we charge and that you fully understand this.

- 4.2 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.
- 4.3 Under Section 150 of the Legal Services Regulatory Act 2015 we are required to provide you with a Notice known as a section 150 notice, informing you about our fees and other expenses that you may have to pay for your particular case or transaction. If we are unable to agree the fees for our legal services to you, we will not act on your behalf. Please see attached s.150 notice. It may be necessary for us to provide updated s.150 notices to you during the course of this engagement.
- 4.4 Unless otherwise agreed in our s.150 notice our charges are based principally on the time spent dealing with a matter. Time spent on your affairs will include meetings with you and perhaps others, any time spent travelling, considering, preparing and working on papers, research, correspondence, making and receiving telephone calls, video calls, faxes and emails. Other factors may also be taken into account including complexity of the issues, the speed at which action must be taken, the priority we must give your work at the expense of other clients, the expertise or specialist knowledge which the case requires and, if appropriate, the value of property or subject matter involved. If, as a result of these or other factors, our charging rates are higher than those estimated, we will notify you of this as soon as practicable.
- 4.5 If you ask us to do anything and we carry out your request, then you will be responsible for our costs even if the work is outside the agreed scope.

## **5. COSTS AND LITIGATION**

- 5.1 Where you instruct us in respect of a dispute in which you may be involved, you should check as to whether you are covered by any relevant insurance in respect of either your potential liability and/or your legal expenses. If so, you should inform us and notify the insurers of a possible action/claim, and of our involvement, as soon as possible.
- 5.2 In litigation cases, as in any other case or transaction, when we send you a bill for fees and expenses, you are responsible for paying that bill. This is still the position even if you are successful and win your case and the judge orders the other side to pay your legal costs. Similarly, if there is a settlement of the case in your favour, which includes an agreement that the other side will pay your costs, you will still be responsible in the first instance. We will of course try to recover as much as possible from the other side. However, this may not be enough to cover our final bill and you will be responsible for paying the rest of the money you owe us.
- 5.3 In the event that we have to do extra work to recover fees from the other side to the litigation, you will incur additional fees.
- 5.4 In litigation, there is always a risk that, in addition to paying our fees and expenses, you will also have to pay the fees and expenses of the solicitors for the other party to the litigation. This might happen if, for instance, you lost the case or it was part of a settlement agreement. It is important that you fully understand this risk.
- 5.5 Before issuing proceedings we are now obliged to discuss with you whether mediation could be used as an alternative means to resolve the dispute. We will discuss the advantages of mediation and can provide you with details of people providing mediation services. If you

decide to proceed with court proceedings then we will be required to provide a statutory declaration to the courts to confirm that mediation has been considered by you. You may be penalised in costs if it is determined by a court that you were unreasonable in your decision not to consider mediation as a means to resolve the dispute.

## **6. INVOICING**

- 6.1 We may invoice you for payment at intervals and from time to time seek payment in advance. If we ask you for payment at intervals during your case or transaction, this request will normally occur where cases or transactions are likely to take a long time to finish. If we ask you for a payment in advance, we are asking you to place money on account towards our fees, outlay and disbursements by us on your behalf.
- 6.2 Our invoices are payable 30 days from the date of issue. Interest is payable from the due date until the date of actual payment at the rate specified in the EC (Late Payment in Commercial Transactions) Regulations 2002.
- 6.3 Where we are holding money for you, on account or otherwise, we may use this money toward payment or part payment of our bills outstanding from you, unless otherwise agreed. We will always advise you when this is being done.
- 6.4 If you would like to set an upper limit on the costs which may be incurred without prior reference to you then please let me know.
- 6.5 If you wish to dispute an invoice, you must notify us in writing setting out the nature of the dispute within 21 days of that invoice being provided. Where a dispute is notified, we will try our best to resolve that dispute by informal means. You may also make an application to the Office of the Legal Costs Adjudicators for adjudication of legal costs. Their contact details are 1<sup>st</sup> Floor, Merchants House, 27-30 Merchants Quay, Dublin 8, telephone no. (01) 8886301. If an invoice or bill of costs is reduced by less than 15 per cent, you shall be responsible for the costs of adjudication.
- 6.6 We may also apply to the Office of the Legal Costs Adjudicators for an invoice to be adjudicated upon after the expiry of 30 days from, and within 12 months of the date of issue of the invoice, if that invoice or any part of it remains unpaid.

## **7. CLIENT MONEY**

- 7.1 We will hold any money we receive on your behalf strictly in line with the Solicitors' Accounts Regulations.
- 7.2 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 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.
- 7.3 You also agree that we are not legally responsible for a loss or reduction in 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.
- 7.4 In the event that any bank charges us interest on monies, including yours, held in our client account, we reserve the right to charge such interest proportionately relevant to your amount

held in that account, subject to a possible minimum amount. If applicable, details of these charges will be included in the s.150 notice provided to you.

- 7.5 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 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.

## **8. BANK ACCOUNT DETAILS**

- 8.1 In the event that we require your bank account details to transfer funds therein during the course of this transaction, it is your responsibility to provide the firm with your correct account details. We recommend that clients provide an original hard copy statement to the firm at the start of the transaction. Alternatively, you can provide your BIC and IBAN in full in writing once signed by you in the presence of the solicitor handling your case. We will not accept any bank account details received by email.

- 8.2 If your bank account details change during the course of this transaction, the new account details will only be accepted by you either providing an original hard copy bank statement or handwritten details of your BIC and IBAN, signed by you in the presence of the solicitor handling your case.

- 8.3 If during the course of your transaction, you receive any type of notification of a change in the firm's bank details (especially by email) this must be treated as a fraudulent request and you should check with the solicitor handling your case directly before transferring any monies.

## **9. ANTI-MONEY LAUNDERING**

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

- 9.2 Identity: You will need to provide us with evidence that proves your identity, even if we already know you.

If you are an individual this means a form of photographic identification, like your passport or driving licence and a document showing your permanent address, for example an electricity bill or bank statement, which is dated within the last three months.

For a company or other similar entity, we will need a certified copy of the constitutional documents, such as certificate of incorporation and memorandum and articles of association, together with a form of photographic identification and a utility bill of two of the company directors. We may also be required to identify beneficial owners of a company. Depending on the circumstances further information or documentation may be required.

- 9.3 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.

## **10. PRIVACY STATEMENT/CONFIDENTIALITY**

10.1 When you employ our firm to provide legal services to you, you are giving us permission to hold information and your personal data for our records. We have a personal data representative, their details are available upon request.

This notice sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

The following is a statement of our practices regarding your personal data and how we will treat it.

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.

10.2 We collect your information for a number of purposes and we rely on a number of legal bases to use your personal information: -

- Processing is necessary for the performance of a contract which you have entered into with us or to take steps at your request prior to entering into a contract;
- Processing is necessary for compliance with a legal obligation to which the controller is subject;
- Processing is necessary for the purposes of the legitimate interests which we pursue in providing you with legal services;

10.3 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.

10.4 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: -

- 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 – LSQI
- 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. We require them to sign letters of confidentiality and/or a written contract.

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.

10.5 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.

## **11. INTERNET EMAIL COMMUNICATION/ONLINE COMMUNICATION**

11.1 Unless we hear from you to the contrary, we may use internet email to communicate with you and others in relation to any matter. This carries certain risks. We do not accept responsibility for any loss that you suffer as a result of our use of internet email.

11.2 If you communicate your instructions via email, we will communicate our acceptance of these instructions with a confirmatory email back to you. Instructions will not be deemed to be accepted by us unless you receive a confirmatory email, telephone call or letter from us. The same procedure applies to changes in instructions communicated by you to us.

11.3 On occasion we may need to communicate with you via an online platform, for example video conferencing and/or video calling. This carries certain risks. We do not accept responsibility for any loss that you suffer as a result of our use of any online communication.

## **12. RETENTION AND DESTRUCTION OF YOUR FILE**

12.1 We will keep your information for no longer than is required or permitted. We are bound by Statute and the Law Society in terms of how long we can retain both the hard and/or soft copy

of your file. We will retain your file for a minimum of six years from the date we close it and then destroy it.

12.2 Original signed documents and deeds are not destroyed and if you wish we can agree to store such documents in safe custody for you, for as long as you would like. We may charge a fee for this service but we will discuss this with you prior to closing off your file.

12.3 If you have any queries about how we retain and destroy your file, please contact us to request a copy of our file retention and destruction policy.

### **13. BARRISTERS AND EXPERTS**

13.1 It may be necessary during the course of a matter to instruct one or more experts outside the firm, such as barristers, accountants, consultants or other specialist advisors. We will discuss this with you at the appropriate time, including who might be suitable and the costs likely to be involved. Information in relation to these costs will be contained in a s.150 notice. You will be their client and you will be responsible for paying their costs and expenses.

### **14. COMPLAINTS PROCEDURE**

14.1 We always aim to give our clients the highest level of service. If there is anything you are not happy about, we would rather you let us know straight away. We have a complaints policy, available on request, and a complaints handling procedure that means all complaints are reported to and reviewed by Principal/Complaints partner. If there are any causes for concern or problems then please contact the solicitor handling your file in the first instance or, if you would rather speak or write to someone else, please contact our Principal/Complaints partner. 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 Legal Services Regulatory Authority ("LSRA"). You can get more details about making a complaint from the LSRA website [www.lsr.ie](http://www.lsr.ie). If your complaint relates to a breach of our obligations under the General Data Protection Regulation and/or Data Protection Act 2018, you can make a complaint to the Data Protection Officer at [www.dataprotection.ie](http://www.dataprotection.ie)

### **15. OUR LIABILITY**

15.1 Our liability to you is limited to the minimum amount of professional insurance cover, which solicitors' firms are required to have from time to time. This limit does not apply in relation to fraud or fraudulent concealment.

15.2 We will not be liable to you for any amount in excess of our proper share of a joint and several liabilities which we are not entitled to recover from any other advisers by reason of your agreement to limit their liability.

15.3 Our advice will be limited to the laws of Ireland and the European Union (where appropriate).

### **16. FORCE MAJEURE**

16.1 We shall do our best to provide our services to you efficiently and promptly, however there may on occasion be an unanticipated event that is beyond our control and which may cause a delay and/or prevent us from performing our obligation to you. In such circumstances we

shall not be liable for any failure to perform or any delay in performing our obligations to you arising as a result of the unforeseen event.

## **17. TERMINATION**

- 17.1 You may terminate our engagement with you at any time by giving us reasonable notice in writing. You will still be liable to pay all our fees up to and as a consequence of the early termination. It should be noted, we are entitled to keep all your papers and documents in circumstances where our fees remain outstanding.
- 17.2 We reserve the right to terminate our engagement with you for good reason. We would do so if a client was acting unreasonably, unwilling to accept our advice or had not been truthful about facts relating to their case or transaction.
- 17.3 Before we are in a position to terminate our engagement with you, for whatever reason, we need to carry out any professional promises we have made to third parties on your behalf. You must pay our legal fees for doing this work.

**Kenny Stephenson Chapman LLP**  
**2024**