

## Terms and Conditions of Engagement of Business

The purpose of this document is to set out the terms and conditions of business while the firm Aileen Keogan Solicitor & Tax Consultant acts on your behalf.

Please read through the following and we will be happy to answer any questions you may have in connection with this.

These terms apply to all services legal or taxation delivered or due to be delivered by this firm to any client of the firm unless otherwise agreed in writing. These terms set out the entire agreement and understanding between us and supersedes any prior agreements, undertakings, statements or representations relating to the advice given or to be given.

These terms are written as a notice under section 150 Legal Services Regulation Act 2015 (the "LSRA") once in force and, where applicable and until then, as particulars in writing for the purposes of section 68 Solicitors (Amendment) Act 1994 in relation to legal costs associated with the work done, see section 6 below.

### 1. Your Instructions and What we will do

It is important that in relation to each matter you instruct us on, we receive clear, accurate and timely instructions from you. It is also important that we receive all the facts that are relevant to the particular case for which you wish to receive advice. This applies on an ongoing basis as the matter develops such as when new issues or information arises, events take an unexpected turn and when we advise you that we need more information from you.

If you fail to give us instructions when they are needed or in a timely manner, we cannot make progress. This may affect the outcome and may mean that we have no choice but to stop acting for you. It may also result in additional taxes, interest, surcharges and penalties becoming payable by you where such instructions concern the filing of tax returns on your behalf. It may also result in a claim becoming statute barred or a refund of tax being denied as out of time for reclaim.

We will do our very best to carry out the agreed instructions promptly and in a confidential and friendly manner in accordance with principles of integrity, objectivity, professional competence, confidentiality and due care set out in the codes of practice of the Law Society of Ireland and the Irish Tax Institute. If however fees or expenses due have not been paid by you, we may not be in a position to carry out further instructions without further agreement.

We will discuss your expectations at the outset including where appropriate the timescale involved and on an interim basis as your matter progresses

and we will tell you where we think your expectations may not be realistic. We will do this in order to prevent any confusion during the process or misunderstanding regarding outcomes expected and the timing of actions to be taken.

If you have instructed us to do any act on your behalf and we have made a professional promise to a third party that we are going to do this, you cannot change these instructions later.

Where you have instructed us to act in a matter for which we as a firm may then be held accountable for tax on your or on another's behalf, you will not be in a position to withdraw your instructions to us until that tax has been discharged or full clearance has issued from the Revenue Commissioners confirming that this firm is no longer to be held accountable. This typically arises in connection with acting for non-resident estates where the beneficiary taking any inheritance is non-Irish resident. In such a case, your instructions to us to act in the matter initially in extracting Irish letters of representation will be authority for us to pay the tax itself on behalf of the beneficiary.

We may rely on any instructions or requests made or information supplied whether orally or in writing by any person whom we reasonably believe to be authorised by you to communicate with us for the purposes of us providing you with our advice.

Unless you specifically tell us not to communicate with you by a particular mode of communication (e.g. telephone, email, written communication by post, text message or app), we will proceed on the basis that you have authorised us to communicate with you by all current and efficient modes of communication. When communicating with you by email or other electronic means we can accept no liability for non-receipt or late receipt by you of such communication or for corruption of any information communicated to you. You also accept that our email or any other electronic communication to you is intended for your use and benefit only and we can accept no liability whatsoever in the event you forward or share our communication with other parties. Nor can we accept any liability for any viruses or hacking that may enter your system.

To the extent that you as our client are a firm of professional advisers and you engage us to act on behalf of your clients, you should ensure that your clients are aware of these terms and have authorised you to accept these terms. Our advice will be to your firm and not to your clients direct even where we may communicate with your client direct.

Our business is about providing responsible legal and taxation advice to enable our clients to manage and address their personal and business risks. A commitment to behaving responsibly and ethically is at the core of this firm and it extends to everything

that we do and to those with whom we interact. Tax evasion, and indeed aggressive tax avoidance, deprives governments of the revenues they need to provide vital public services. We expect our clients and the people we engage with to comply with their legal and tax obligations. We will not tolerate any of our clients or their other advisers knowingly assisting or encouraging tax fraud. Our commitment to ensuring that all appropriate taxes are paid by this firm and those with whom we do business includes

- carrying out business fairly, honestly and openly
- refusing to provide our services where we know or suspect them to be open to misuse or abuse by a client for the purposes of tax evasion
- refusing to aide facilitate or support actions which will assist in the evasion of tax liabilities in Ireland or in any other jurisdiction
- upholding the rule of law and the proper administration of justice.

This firm will not engage in transactions which we know or suspect facilitates tax evasion or what we perceive to be aggressive tax avoidance even if it may result in us losing business.

If there is anything that you do not understand in relation to our advice, please tell us immediately in order that we can answer your questions. We can then mutually agree as to what actions are necessary.

## 2. Consumer Legislation

Under EU Regulations, clients who are consumers have the right to cancel 'off premises' contracts for services (such as your contract with us if your contract is not made with us at our offices) within 14 days from when you instruct us to act for you without giving reasons and without incurring costs. This 14 days is known as a 'cooling off' period or a cancellation period. Where you are a consumer for these purposes (i.e. a natural person acting outside of your trade, business or profession) and you want this firm to start working on your behalf before the 14 day cancellation period has expired (in other words if you want us to start working on your behalf right away) then you must formally instruct us in writing to do so. In such a case you must sign the instruction below specifically in relation to the 14 day cancellation period and return this to us by email with the original signed form also posted to us.

Until we receive this written instruction we will not be able to start working on your behalf until the 14 day period has expired.

If you wish to cancel our contract with us during the 14 day period, you must do so in writing else we will be in a position to start work on day 15 onwards and we will charge you for such work.

There is also a requirement for the firm to set out a suspension period for the purposes of section 150 LSRA and this relates to whether work must not be done until the matter of costs is agreed. Please note that if these terms have been sent to you and you have not signed them but have continued to instruct this firm to act on your behalf in any event then this contract will be deemed to be in force on the basis of your continuing instructions (unless you are a

consumer in which case your continuing instructions will mean that this contract will be enforceable once the 14 day cooling off period has expired).

## 3. Anti-Money Laundering Identification

Before we can act for you, we need to be sure of your identity and where you have got your assets from. We reserve the right to refuse to act on your behalf without furnishing reasons for our decision.

Ireland has an extensive anti-financial crime regime in place. Specific anti-money laundering laws both in Ireland and in the EU require professional persons and other bodies which might likely be able to identify instances of money laundering/terrorist financing to perform customer due diligence, implement anti-money laundering and counter financing terrorism policies and procedures and report suspicions to the authorities. Solicitors and tax consultants are designated persons under this legislation and, amongst other things, are required to:

- identify and verify the identity of their clients and, if relevant, the ultimate beneficial owner(s) of clients where there
  - exists a business relationship
  - is a one-off transaction, or series of linked transactions, totalling €15,000 or more
  - exists a suspicion of money laundering/terrorist financing; or
  - exists doubt about the veracity or adequacy of documents or information previously obtained relating to a customer's identity
- obtain information on the purpose and intended nature of the business relationship
- conduct ongoing monitoring
- report suspicions of money laundering and/or terrorist financing to the Financial Intelligence Unit (i.e. an Garda Síochána) and the Revenue Commissioners. This reporting must be done by us without notifying you, except in limited circumstances; and
- take supporting measures, such as ensuring proper training of personnel and the establishment of appropriate risk-based internal preventive policies and procedures.

The combined effect of this legislation is to provide a stringent and comprehensive system of client identification procedures, record keeping, registration and mandatory reporting. We may need your assistance to satisfy the requirements. Without compliance with these obligations, we will not be able to act for you.

The legislation in Ireland and the EU for AML purposes is being updated regularly and therefore the relevant legislation from time to time will need to be adhered to by this firm throughout the time we are engaged by you.

Tax offences including foreign tax offences are included in the category of criminal activities for anti-money laundering purposes. In fulfilling our requirements under the anti-money laundering legislation, we will assume, unless there are suspicious activities indicating the contrary, that you



If you require these terms to be issued to you in written form with larger print, please let us know.

have discharged all your tax liabilities and that you will discharge them as they fall due.

Even if we are not obliged to report to the authorities, we cannot transfer any assets funded by the proceeds of crime, which includes funds not declared for tax purposes or funds obtained by false means. In this situation, other than in the case of your specific instructions to us to assist you in bringing your tax affairs to order, you would have to legalise your position before we could act on your behalf.

Arising from this, in order to identify and verify you as a client and before you can become our client, even if we might know you, you should provide the following information to us to verify your identity and your permanent address:

- a scan/copy of your passport or driver's licence
- a scan/copy of a recent (within the last 3 months) utility bill.

You should bring the originals of these documents to our next meeting for final verification. If this is not possible, you should provide us with certified copies of these documents by regular post.

In the case of trustees and/or beneficiaries, we will require identity verification for each settlor, trustee, protector, person who holds a power of appointment over a trust fund and identifiable beneficiary together with a certified copy of the relevant trust documentation. We will also require understanding of the ownership and control structure of the entity or arrangement concerned to ensure correct identification of everyone concerned. We will require your confirmation of registration of the trust in the express trust register prior to engagement of our services where relevant. In particular in the case of beneficial owners of a trust we will require identity verification for

- any individual who is entitled to a vested interest in possession, remainder or reversion, whether or not that interest is defeasible, in the capital of the trust property;
- any individual who has control over the trust;
- the settlor, the trustee and/or the protector; and
- the class of individuals in whose main interest the trust is set up or operates.

Where appropriate, in the case of companies, we will require identity verification of each shareholder (both nominees and beneficial owners) and director together with certified copies of the certificate of incorporation and the latest constitutional documents (memorandum and articles of association) of the company.

Where appropriate, in the case of us acting on a consultancy basis for you being our client and you are another professional firm, we shall rely on the fact that we assume

- you are a designated body under EU/national legislation to carry out identity checks;

- that you have in fact carried out the necessary anti money laundering checks on your clients and the relevant beneficial owners in each case;
- that you will continue to monitor your clients etc. for this purpose;
- that you will notify us immediately should you cease to have a business relationship with the relevant client or cease to monitor the client for this purpose; and
- that you will advise us if such cessation arises out of concerns and/or suspicions with regard to money laundering and/or terrorist financing.

The anti-money laundering legislation requires us to apply enhanced measures to Politically Exposed Persons ('PEPs') who are resident outside Ireland. If you have, or have had, a high political profile, or hold, or have held, public office or are a known close associate or are closely related to such a person, you should please advise us as further checks and procedures must then be undertaken prior to us establishing a business relationship with you (and the client firm should advise us if the client of that firm is a PEP. We may form the opinion independently of you that you are a PEP and we reserve the right to require further identification and information for this purpose.

We may from time to time request further information from you such as up to date information and information to understand your circumstances and business, the source of wealth involved in any transaction, the purpose of specific activities and the expected nature and level of activities.

In all cases we are obliged to retain these details in hard or soft format for 5 years but we reserve the right to retain these for longer for administrative purposes but only in compliance with our Privacy Policy, see clause 4 below.

If you have any queries or concerns regarding these obligations you may find the Law Society of Ireland's Money Laundering Client Care Leaflet useful which can be accessed on [www.lawsociety.ie](http://www.lawsociety.ie).

#### 4. Confidentiality and Privacy

We will always respect the confidentiality of your affairs.

##### *GDPR (Data Protection)*

The General Data Protection Regulation and its Irish implementing legislation and regulations ("GDPR") requires this firm to set out to you as client how it plans to retain and use data collected from you and other sources on your behalf and identify the data collected and/or retained. It is important that you consent to this firm's collection, use and retention of data from the outset before this firm can advise you. You should familiarise yourself with this firm's [Privacy Policy](#) as set out separately with these terms and to which we require your specific written agreement.

We may be subject to data access requests under GDPR from persons whose data we store based on information you have provided or other persons may have provided on your behalf in relation to the matter(s) you have engaged us. While personal data



If you require these terms to be issued to you in written form with larger print, please let us know.

processed for the purpose of seeking, receiving or giving legal advice (legal advice privilege) and personal data in respect of which a claim of privilege could be made for the purpose of or in the course of legal proceedings (litigation privilege) will not be subject to the rules of GDPR, nevertheless certain data may need to be released to data subjects on foot of data access request. This firm will be required to process such a request within the timeframe outlined in GDPR and, while we will seek to contact you on this to keep you informed of such a data access request to the extent it is relevant to your matter, we reserve our right to take such steps as we in our reasonable opinion believe necessary for compliance by this firm under GDPR. The principle of client confidentiality is adjusted accordingly.

Our advice to you may not be copied, referred to or disclosed by you without our prior consent other than to your other advisers in connection with their advice to you. The services given will be delivered on the basis that you will not quote our name or reproduce our logo in any form or medium without our prior written consent.

#### *Mandatory Reporting*

Irish taxation legislation provides that certain transactions, designed to give a taxpayer a tax advantage which do not rely on ordinary tax planning, should in certain cases be disclosed to the Irish Revenue. This specifically includes the case where a Will contains a trust which trust is established under the laws of a state other than an EU member state or where the trustees are not resident in the EU. This reporting obligation is directed mainly at professional advisers such as this firm. Should this firm form the view that advice furnished by it on your behalf requires disclosure to Revenue, we will make this disclosure as appropriate and inform you of this disclosure. While we will seek to cooperate fully with you and other advisers to ensure consistency in the manner of disclosure by all persons, this firm will have the right to make a disclosure to the Irish Revenue in the manner it sees fit and the principle of client confidentiality is adjusted accordingly.

Furthermore under section 896A Taxes Consolidation Act 1997 this firm as a professional service provider when concerned with the making of a settlement may be required to provide details to the Irish Revenue Commissioners of that settlement if the settlor of a trust was resident or ordinarily resident in Ireland and the trustees were not resident in Ireland. In such a case, while we will seek to cooperate fully with you and other advisers to ensure consistency in the manner of disclosure by all persons, this firm will have the right to make a disclosure to the Irish Revenue in the manner it sees fit and the principle of client confidentiality is adjusted accordingly.

#### *Reporting Abuse of Vulnerable Persons*

In the case of succession and taxation planning, there is a greater potential for elderly and vulnerable persons to be open to undue influence and abuse. Should we at any time become concerned that there are circumstances giving rise to the abuse of an elderly or other vulnerable person, we reserve our right to report such abuse to the relevant authorities and take such steps as we in our reasonable opinion believe necessary for protection purposes. The

principle of client confidentiality is adjusted accordingly.

#### *Other Reporting Provisions*

Irish legislation and EU Regulations and Directives as updated from time to time require that reporting must be made to Competent Authorities and EU Financial Intelligence Units of matters relating to the identification of clients in relation to funds, estates and trusts, including in certain cases details of names, addresses, residency status, citizenship and tax identification details of settlors, protectors, beneficiaries and trustees. The ultimate beneficial owner of a trust must be capable of being identified by this firm to enable it to fulfil the filing requirements of a trust for which it may act from time to time and in certain cases report to the Competent Authority. Your engagement of this firm as settlor, trustee or beneficiary including ultimate beneficial owner requires your agreement to cooperate in accessing the necessary information to identify the ultimate beneficial owner of assets of a trust or similar legal arrangement including information on trusts that own a company that is not incorporated in the EU.

Your engagement of this firm specifically authorises this firm to comply with all reporting requirements to be made when acting for trusts and estates in the context of DAC6 (EU Mandatory Disclosure of Reportable Cross-Border Arrangements), Common Reporting Standards (CRS), the US Foreign Account Tax Compliance Act (FATCA) and any other Automatic Exchange of Information (AEOI) provisions that are binding on Ireland or Irish service providers in relation to trust assets wheresoever situate unless it is specifically agreed in writing that this firm will rely on another firm acting for you or the trust or estate to carry out the reporting.

#### **5. Conflict of Interests**

We may not be able to act for you if there is a conflict of interests or a potential conflict between us or between you and another client of our firm. We have internal procedures in place to seek to ensure that we can identify a conflict before we accept your instructions, however, if you already are aware of any potential conflict, you should advise us of the details before we are instructed or as soon as such matters come to your attention.

If you are aware or if you become aware of any reason why we should not act for you then it is your responsibility to tell us. In particular you agree to inform us of the names of all persons who may be involved in or connected to your matter so that we may carry out a conflict of interest search.

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

Where we act jointly for you as clients and later a conflict arises, we will not be able to act for either of you.

#### **6. Basis of Charge of Fees**

It is important that you understand how we calculate our fees. This firm may have to spend a considerable



If you require these terms to be issued to you in written form with larger print, please let us know.



amount of time to provide you with the legal service you need which is the service for which you pay.

The law requires, on taking instructions or as soon as is practicable thereafter, that we provide you as the client with particulars in writing of the basis upon which we intend to charge our professional fees. This applies where the provision of actual charges or an estimate of such charges is not in the circumstances possible or practical.

Fees for services rendered shall have regard to such factors, among others, as the following:

- the time and effort/labour required and reasonably spent
- the skill or specialised knowledge relevant to the matter which will be applied to the matter
- the urgency attached to the matter by you and whether this requires or required the firm to give priority to your matter over other matters
- the complexity or novelty of the issues involved in the work
- the number, importance and complexity of the documents drafted, prepared, commented on or examined
- the result obtained
- the importance of the matter to you
- the place, or places, and the circumstances in which the matter is pursued and transacted
- the amount or value of any transaction involved
- whether or not there is an agreement to limit the liability of this firm by contract (see clause 8 below)
- The use and costs of counsel or expert witnesses or other expertise engaged by this firm and whether such costs were necessary and reasonable and
- any special circumstances.

We will use these criteria in all cases and for any matter on which we might give you advice in the future. This is unless (and as from time to time) we agree with you in writing to charge on another basis, such as on an agreed charge out rate per hour (or part hour) spent or at a fixed fee for a specific project. In such a case that agreement will constitute an agreement under section 151 LSRA incorporating these terms other than in relation to the basis of charge of fees.

If we charge on the basis of a charge out rate per hour or part hour spent, please note that we will charge you for everything that we will do on your behalf, including research, reviewing your papers, letter writing, meeting and taking a file record of such meeting, phone calls and so on. This will also include preparation work for any initial consultation. Please note that it is never our practice to provide a free introductory consultation (whether by phone call or by meeting or both) and this should never be assumed unless we were to by rare exception specifically agree this unambiguously in advance with you in writing. Therefore from the outset our services and all time spent will be chargeable including time spent prior to the issuance and your acceptance of these terms. These terms are available on the website of the firm and the terms are issued within a reasonable basis after our initial instructions are taken. Your acceptance of these terms also confirms that all time spent before acceptance of the terms will be chargeable.

While we will tell you from time to time if we believe that there are some tasks that you might more time efficiently carry out yourself to assist you in managing your costs, nevertheless all time spent by us, even if time for tasks that might also be carried out by you or someone else on your behalf, will be charged by this firm unless agreed otherwise.

Miscellaneous charges in respect of postage, phones, faxes, couriers, travelling expenses and photocopying incurred at standard rates may be billed to you from time to time and VAT charged on these where applicable. If these are not billed to you initially, this does not mean that they will not be billed to you at a later stage. This also includes any administration fee that may be charged on you for holding funds in our client account from time to time on your behalf should our bank impose so called negative interest rate charges to our client account funds, see paragraph 7 below.

In addition to the professional fees and miscellaneous charges payable on your behalf for which we will bill you, there will be items of outlay payable to third parties, including government agencies and counsel, which must be discharged by you. We will endeavour to outline to you as soon as is practicable items of outlay and their estimated amounts and seek to have these paid by you in advance if possible.

If you breach any of your obligations under this contract and there is any claim made or threatened against us by a third party, you shall indemnify, compensate and reimburse us for and protect us against any loss, damage, expense or liability incurred by us including time spent by us which results from, arises from or is connected with any such breach and any such claim.

We will disclose to you any fee, commission, rebate, compensation or benefit to be received from a person or entity other than from you at the outset of rendering any service or providing advice.

All of our fees quoted will exclude VAT (currently at 23%) unless otherwise stated. Estimates of fees or time to be spent are only that, estimates. For instance if the basis of charge is time spent, then should the time spent on a matter be more or less than the estimate of the time given, then only the time in fact spent will be charged and not the estimate. No reliance should be made by you on such an estimate.

Invoices will be sent to you in electronic and/or paper form and receipt of payment will also be made in electronic and/or paper form, such form to be chosen by us at our discretion.

All payments of our fees electronically must be paid free of bank charges.

Cyber crime is on the increase and criminals are hacking into emails to change bank details in order to divert money to them. This firm does not expect to be changing its bank details in relation to payment of this firm's invoices and if you receive a phone call or an email with a change of bank details purportedly from Aileen Keogan or someone else in this firm, please contact Aileen Keogan personally by phone or meeting to check it is valid. If you have any doubts, please check before sending any funds. Should you send funds to another account on foot of



If you require these terms to be issued to you in written form with larger print, please let us know.

a purported phone call or email from this firm showing a change of bank details where you have not checked direct with us by phone or by meeting of such a change before sending the funds, this will mean that the funds will remain outstanding by you to this firm and will be collected by this firm despite your belief that the funds have been paid.

Unless otherwise agreed with you in writing, we propose to issue our fees on an interim basis at regular intervals including without prejudice to the generality of the foregoing the issuance of a grant of probate when acting in the administration of an estate, the signing of documents and the issuance of formal letters of advice on specific matters. Our credit terms are 14 days and are without any right of set-off. We reserve the right to charge interest at the statutory rate of interest on overdue fees which rate will apply after as well as before any court award or judgement in our favour in respect of outstanding balances.

Where this firm acts on a consultancy basis for you as a professional firm, where you will pass on our advice to your client, this firm will engage only with your firm and not your client and therefore our fees should be paid by your firm, irrespective of whether you have been or will be put in funds by your client to pay such fees.

Where this firm issues these terms to more than one person, such as to members of a family or a couple, our fees will be owing on a joint and several basis so that this firm can recover the entire of these fees from one client only.

From time to time we may require a payment of fees in advance ('on account') by way of deposit which monies will be held in our client account pending issue of our fee. For instance it is our normal practice to seek a payment on account of fees from non-resident clients before undertaking any work and on a continuing basis. Where a payment on account is required, we will estimate the amount of time to be spent and advise of the amount to be paid in advance by way of interim payment which payment should be made net of any bank charges that may arise and which should be sent to our client bank account, details of which will be sent to you. In such cases we will not be in a position to act for you until the funds have been cleared in our client account and, if we are already engaged by you and are seeking a further payment on account, the firm reserves the right to hold off carrying out any further work until a further payment on account is made for work done to that point and estimated into the future. This is without prejudice to the firm continuing to advise and spend time on the matter prior to receiving payment on account and therefore fees will however continue to be incurred even if the funds are not yet received to the extent time has actually been spent.

On issuance of the fee after the work has been carried out, the money will be automatically transferred by us from its client bank account for payment and, although it is our general practice to inform you of our deduction of these fees from the client bank account, we will not be required to do so nor to seek your consent to do so once the client monies are held for the purpose of paying fees.

## 7. Client Funds (including Limitation of Liability)

We will hold any money we receive on your behalf strictly in line with the Solicitors' Accounts Regulations in any bank which is a bank approved by the Law Society. We will just hold your money and will not have any additional responsibilities around the protection of your money. 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 or otherwise does not have the money to pay back the full amount. Please note that a solicitor's practice is not automatically covered under the EU deposit guarantee scheme in respect of client funds.

Where we hold funds for clients, unless otherwise agreed with you in writing, we will pay interest on cleared funds of €100,000 or more at the rate payable by Bank of Ireland from time to time for monies on overnight deposit. These sums will be paid net of any DIRT deducted at source by the Bank but may still be liable to income tax in your hands and should be included as appropriate in your tax return. We will account to you for all monies received on your behalf.

There is a potential that the bank of this firm may impose charges on client monies held for you (so called 'negative interest' charges). This firm reserves the right to pass on these charges in a reasonable manner to you whether by deduction from any monies we hold for you or by separate invoice for an administration charge to reasonably reflect the cost of your funds being held by this firm and the cost of calculating such charges from time to time. Details of how this would arise would need to be determined if and when such charges are imposed and will depend on the level of funds held in this firm for all its clients.

As cybercrime is targeting the transfer of any monies between solicitor and client accounts, to enable this firm to transfer monies owed to you, it will be your obligation as client to provide this firm with your bank details in a safe and secure manner. We reserve the right to only transfer monies held by us to you on the basis of IBANs and BIC details sent by you to us by post or by hand and reaffirmed by phone if deemed necessary so that we are not relying solely on an email sent by you to us. Nevertheless this does not reduce your obligation to ensure the bank details are furnished to us correctly and securely and if you decide to furnish the bank details by email only, this will be at your risk and this firm will not be responsible for relying solely on such email communication.

## 8. General Limitation of our liability

We will endeavour to carry out the services asked of us with reasonable skill and care. While we confirm that our experience relates to the specialist areas set out in the home page of our website, such as in the area of succession planning and related tax planning, in accordance with the restrictions on advertising by solicitors, we confirm that we do not purport to hold ourselves out to hold such specialist knowledge in a manner superior to that of other solicitors.

No reliance shall be placed by you on any draft or interim advice or presentation. Where you wish to rely on oral advice make on completion of the



If you require these terms to be issued to you in written form with larger print, please let us know.

services, you shall inform us and we shall supply at your cost documentary confirmation of the advice concerned.

Advice will be based on facts and assumptions provided by you to us from time to time where we will assume that such facts and assumptions are correct, complete and accurate.

Our advice will be based on the law and existing administrative and judicial interpretations and practice thereof at the time the advice is given. If there is a change of facts or assumptions or in the law and its interpretation and practice (including changes with retrospective effect), the advice given may need to be reconsidered and adjusted to reflect such changes. This firm will have no responsibility to update the advice already given for any such changes or indeed notify you of such changes. Should the firm contact you specifically or generally in relation to developments in the law or taxation practice, such contact shall not alter the general limitation above.

We shall not be under any obligation to update any advice, oral or written, for events occurring after the advice has been issued in final form. For instance, unless specifically agreed in writing this firm will not be obliged to inform you of any legal or taxation changes in the future nor taxation charges that may arise for you or your family in the future in relation to structures you have put in place based on our advices. There should be no expectation from you that the firm will maintain a 'watching brief' for you in connection with advices given from time to time.

Furthermore this firm will not be obliged to inform you at the time in the future of tax charging dates that may arise including, for example and without prejudice to the foregoing, the charge to discretionary trust levies for a trust on a youngest child beneficiary in a trust reaching age 21 or the charge to taxes on the death of a life tenant.

Unless otherwise agreed with you in advance in writing, our liability to you arising out of, or in connection with, our engagement (whether for breach of contract or of statutory duty, negligence, or otherwise) will be **limited to the minimum amount of the professional indemnity insurance cover from time to time required to be maintained by us as solicitors under applicable law**, which is currently €1,500,000 until further notified.

Furthermore, subject to any legal restriction on such time limitation, any claim for you, or other beneficiaries where relevant, arising from or in connection with the advice furnished must be made within four years of the date on which the advice was given, or, if this contract is terminated, within four years of the date of termination of this contract or, if the loss or damage suffered is as a result of confidential information being disclosed without authorisation, within four years of the date of such disclosure. In any of these cases the relevant date shall be the date when the earliest cause of action shall be deemed to have accrued. A claim shall be considered made on the commencement of court proceedings.

Should this firm need to suspend its services to you, notice will be sent to you. In such a case this firm will not be held liable for any loss that may be incurred by you because of such suspension. Instances of

potential loss have already been set out at clause 1 above.

This firm is not authorised and shall not purport to give advice in any matters, legal or taxation, arising in any jurisdiction other than in Ireland and no liability is accepted by this firm for any action taken by you on references made by this firm in relation to non-Irish matters.

This firm and Aileen Keogan shall not purport to provide investment business services or to give investment advice and this firm is not an investment business firm as defined in the Investor Compensation Act 1998 and does not hold itself out to be one and Aileen Keogan is not an investment adviser or an insurance intermediary.

The firm does not act generally in conveyancing matters. Therefore the firm shall not purport to give advice in any conveyancing matters other than as arise in connection with the administration of estates and no liability is accepted by this firm for any action taken by you or references made by this firm in relation to conveyancing matters.

Unless specifically agreed in writing there shall be no extension of our liability, whether in contract in tort or otherwise, to third parties including for the avoidance of doubt potential or actual beneficiaries of a Will or a trust. No third party shall have a right to enforce or rely on any advice given by this firm.

We may from time to time employ or contract with other professionals with your permission who we believe are competent in relation to the tasks assigned to them but we will not be responsible for the negligence of such persons.

To the extent we receive information for you from other sources in the course of us advising you, we shall not be liable to you for any loss or damage suffered by you arising from the provision of incorrect or incomplete information to us whether due to the fraud, misrepresentation or negligence of the provider or withholder of the information.

We will use and store data and other information in electronic format where back up facilities may be located outside Ireland. By instructing us you agree that we are not responsible for the loss of, or corruption of, or unauthorised access to information by any off site/cloud electronic storage service that we use or operating system that we use on a day to day basis. We will endeavour to make sure that the company(ies) we use is/are reputable and that our operating system has up to date anti-virus protections in place. In the event of a ransomware attack, we will seek to follow best practice and advice to retrieve access to all data as soon as practicable but by instructing us you agree that we are not responsible for any loss arising from any delay in retrieving or failure to retrieve such information from our system in such circumstances.

Any advice supplied by us shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

Nothing in these terms shall limit our liability to you for fraud or fraudulent concealment or to the extent that, under any applicable law, liability may not be limited.



If you require these terms to be issued to you in written form with larger print, please let us know.

## 9. Your file

Once you discharged all fees including outlay due and owing in respect of our services, and provided we have done everything we promised to do, you can take a copy of your original file or parts thereof, the copying of which will be payable by you at a fair rate together with an administration fee of one hour's chargeable time of Aileen Keogan. We are entitled to retain the original of any such file to comply with solicitors' regulations. Your file may be in hard copy (paper) form or on soft copy (email, USB, disk, document sharing link or other electronic) form or in part in both forms at our discretion. Original documents will be sent to you by arrangement with the cost of postage being prepaid by you or these can be collected by arrangement and released on furnishing of a receipt by you to the firm acknowledging your collection.

The law permits us to keep your original file and documents and not to provide you with a copy as security until we have been paid in full for our services. This is known as a 'solicitor's lien'.

We refer you to our [Privacy Policy](#) for more details in relation to data and [file retention](#).

If you need specific information from your file, we can send this to you. We reserve the right in such circumstance to charge a fee for this service based on the rates current at the time of your request.

## 10. Complaints

Good communication between you and us will guarantee the best outcome and you should please phone us if you are unhappy with our service or wish to talk to us about how we could improve our service to you. However if you still have any worry or complaint about any aspect of our service, we would like to hear from you formally and hopefully we will be able to resolve your concerns. In such a case you should contact Aileen Keogan in writing outlining the nature of your concern or complaint and we will investigate the matter without delay and seek to address your concern or complaint.

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 of Ireland, more details of which can be found on the website [www.lawsociety.ie](http://www.lawsociety.ie). Alternatively you may take the matter up with the Irish Tax Institute, see [www.taxinstitute.ie](http://www.taxinstitute.ie). We endeavour to follow the [Codes of Professional Conduct](#) for both these bodies in line with international codes of best practice.

If your complaint relates to a bill issued, you may be entitled to require this firm to submit a bill of costs for taxation in accordance with legislation in force at this time where the bill would be assessed by an independent court official known as the Taxing Master (or the Legal Costs Adjudicator appointed under the LSRA). In such a case we can give you more information on this process including the cost of such a service.

## 11. Termination of Contract

You can end this contract at any time on formal notice in writing but first this firm must carry out any

professional promises we may have made on your behalf to third parties and you must pay our fees including outlay for doing this work.

This firm is also free to end the contract for good reason and on reasonable formal notice to you. We are entitled to be paid for the work done to the date we cease to act for you even if it is not complete. If there is a disagreement about any bill we send you, we will try to resolve it by agreement with you but if it cannot be resolved we may have to stop acting for you.

This firm is a sole practitioner firm with no employees. In the event of Aileen Keogan's death, serious illness or incapacity, arrangements have been made that you would be contacted if necessary or appropriate to organise the continuation of advices to you and the storage of documents and files on your behalf through another firm but only with your agreement or otherwise the return of original documents to you.

Termination under this clause shall be without prejudice to any rights that may have accrued for either of us before termination.

## 12. Regulation of this Firm

This firm is a sole practitioner firm and the work is carried out by Aileen Keogan, a qualified Solicitor holding a current practising certificate from the Law Society of Ireland.

The Law Society 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 regulations made under those Acts. On the Law Society webpage [www.lawsociety.ie](http://www.lawsociety.ie) you can access these acts and regulations and the Law Society's publication "A Guide to Professional Conduct of Solicitors in Ireland".

Aileen is also a member of the Irish Tax Institute and is therefore a Chartered Tax Adviser (CTA). This Irish Tax Institute is a member organisation of the Confédération Fiscale Européenne, the umbrella body for tax professionals.

We are bound by the Code of Professional Conduct and Recommended Best Practice Guidelines of the Irish Tax Institute, details of which can be accessed on their website, [www.taxinstitute.ie](http://www.taxinstitute.ie).

## 13. Governing Law and Severability

The law of the Republic of Ireland will govern the provision of the services covered by these terms and the Irish courts will have exclusive jurisdiction over any dispute.

Each clause of these terms constitutes a separate and independent provision. If any provision or part provision of these terms is void or unenforceable the remaining provisions or part of the provisions affected shall continue in full force and effect save to the extent that the particular provision is void or unenforceable.

These terms are valid from the date of these terms being sent to you until further notice.



If you require these terms to be issued to you in written form with larger print, please let us know.



#### 14. Binding Contract

Subject to where you are a consumer and have the right to cancel your contract with us within 14 days unless you have waived that right (see clause 2 above), once we are instructed by you after we have sent you these terms then these terms and conditions will come into effect and are binding without any necessity for you to sign your acceptance of same. We would however appreciate if you would confirm formally in writing (electronic or paper) that these terms are acceptable to you including by signing the attached and emailing the signed document to us with the original signed document also posted to us.

If you have any queries in relation to these matters, we will be happy to assist you.

Yours faithfully

**Aileen Keogan**

**KEOGAN Law & Tax**  
ak@klt.ie

General Terms and Conditions agreed

---

**Client to sign and date**



If you require these terms to be issued to you in written form with larger print, please let us know.