



you in accordance with the terms set out below.

2.3 Acting for multiple clients

If we are instructed by multiple clients, we will let you know in our engagement letter how this will work.

s.3.7 deals with fees where this applies.

2.4 Dealing with others on your behalf

We may need to deal with others on your behalf. If so, we will instruct them on your behalf and they will not act as our agent and we are not liable for their advice or services.

s.3.3 deals with payment of fees and expenses.

3 Fees and expenses

3.1 How we calculate our fees

We will provide you with a written cost estimate. Unless agreed otherwise, our fees are based on the time we spend on your matter. This is based on 6-minute units and the hourly rate for the person(s) doing the work. Unless stated otherwise, estimates do not include VAT. We may also charge for time spent on additional issues related to your matter. This includes responding to



We do not ordinarily accept cash or non-cash assets. Cash or non-cash assets must be approved by us in advance. If you pay cash into our account, we will charge you for any additional checks needed to find out where the money came from. In some cases, we will not be able to return the cash to you. We will not make any payments in cash.

5.6 Credit cards

We do not accept funds into our client account by way of credit card payment.

5.7 Payments to others

We will not make payments to others on your behalf, other than in connection with a matter we are directly instructed on.

6 Other queries and concerns

6.1 Raising queries and concerns

We are confident we will provide a high-quality service. If you have any queries or concerns, please raise them with whoever is dealing with your matter or the supervising partner. If you prefer, you can raise this with the Senior Partner.

6.2 Complaints

We make every effort to fulfil our professional obligations. However, occasionally misunderstandings may arise. If you need to make a complaint, please initially do so with the person dealing with your matter. Our complaints procedure is available on our website, or you can ask for a copy.

In certain cases, you may also be entitled to refer the subject matter of your complaint to the Legal Services Regulatory Authority. Whilst we in no way wish to interfere with your rights in this regard, we do request that you attempt to resolve matters directly with us in the first instance.

Full details of our complaints procedure is available on our website or you can ask us for a copy.

7 Working electronically and your records

7.1 Working electronically

We work electronically where we can. This involves scanning documents, destroying originals, and replacing them with electronic files. We have your agreement to do so unless you write to us to say otherwise.

7.2 Record keeping

We will keep records in accordance with our retention schedule. You can find a copy [here](#). We will keep your records for at least seven years from when the matter closes unless the law or our agreement with you says otherwise. This includes records relating to sanctions and anti-money laundering checks. We can destroy all records (paper and electronic) at the end of this period. If you have asked us in writing before this date, we will return the records to you.

We will return original title deeds, signed agreements and similar documents to you when the matter is completed, unless we have agreed to keep them.

We follow our data protection, retention and destruction policies when keeping your records and processing personal information. These can be found on our website (www.brownejacobson.com/Ireland).

Our liability for any loss of, or damage to, your records is limited to the cost of replacing or restoring them. We keep documents securely, at our offices or in an external secure storage facility. This may be owned and operated by third parties. Anyone processing personal information on our behalf is approved by us and must follow the

terms of their contract with us in line with data protection laws.

purposes. This information (which may include [c80TJET920.q0.000008875 0 595.s0 g05(co)

7.3 Retrieval charges

We may charge you if we need to take paper documents out of storage in relation to instructions to act for you. Charges are based on the amount of time spent producing archived records for you or any other person you ask us to give the records to. We may also charge for reading, correspondence, or other work necessary to follow your instructions.

7.4 Copyright

We own all copyright and other intellectual property rights in material we create or develop on your matters. We may keep copies of documents relating to any work we do for you. This includes documents created by others such as foreign lawyers, counsel, and experts. We may make the contents available within our organisation for training purposes. We may also use such material to help us provide services to other clients. We will not reveal your identity or confidential information.

8 Confidentiality, data protection and information security

8.1 Our commitment

We are committed to keeping your information secure. This means we will keep your information electronically on our secure systems where possible. We will keep documents and paper records securely, as noted above. All devices we use when providing our services are encrypted. We regularly test our systems to ensure they are secure.

Browne Jacobson Ireland LLP will ask for information about you and the nature of the proposed work for the purpose of conflict checking, credit checking, client identification procedures and other bona fide

us know in writing. We will try to put in place any specific requirements you ask for. We may pass on to you any charges involved.

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Note

Tort is a legal term which has no precise legal definition. The reference covers any interpretation the courts give to the term. For guidance only, a tort is often explained as a civil wrong or wrongful act (whether deliberate or accidental) that harms or causes loss to another.

8.3 Confidentiality

We will keep confidential all information you give us. All reports and advice we produce will be kept confidential. This does not apply to information in the public domain or where disclosure is required by law. We may need to give information on a confidential basis to others, such as professional advisors and expert witnesses. The terms and conditions that apply when we do this are available on our website. We may also need to give access to:

- (a) our accountants or other assessors to our files as part of an audit or quality check.
- (b) our insurers or any relevant regulatory body.

We may ask others to do typing, photocopying, scanning or other work. This may be done on or off our premises. All such third parties are approved by us and must follow the terms of their contract, which are in line with data protection laws.

When marketing our services, we may want to refer to you in general terms and to the services we hav5 0 595.56 842.04 reW*nBT/F1 10.56 Tf1 0 0 1 152.18 439.99 Tm0 g0 G -0.0 42.6 569.71 Tm0. may include proposals to prospective

We will not process personal information

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- (d) if following your instructions may result in us breaching our professional duties or going beyond an agreed value of work.

Where appropriate, we will give you reasonable notice and explain the reasons why are doing so.

10.3 Termination by you or us

Either of us can immediately terminate this agreement in writing if the other:

- (a) is not, or appears unlikely to be,

(vii) loss of revenue

(viii) loss of any anticipated saving or benefit

that you or any other person suffers because of or in connection with our agreement to act in connection with this matter.

We shall not be in breach of our obligations to you nor liable for any delay in performing or failure to perform any of our obligations if such delay or failure result from events, circumstances or causes beyond our reasonable control.

Our liability to you will be limited to our proportionate share of responsibility for any loss you suffer. This will take account of any contribution to, or responsibility for, the loss by you, your agents and employees and anyone else liable to you.

These limitations apply regardless of any express or implied term or condition contained in any other agreement between us, or any warranty or representation we make.

Nothing in this agreement excludes