MICHAEL J. KENNEDY & CO.
SOLICITORS

The Parochial House, Baldoyle, Dublin 13
Tel: 01-832 0230
Fax: 01-8393663
DX: 107005 Malahide

Also at Unit 2, Donabate Business Centre, Ballisk Court, Donabate, Co. Dublin (By Appointment)

[redacted]

Our Ref: LF/AC/ **Date: 23 December 2015**

Re: Employment matter

Dear [redacted]

Thank you for instructing this firm to act on your behalf in respect of the above mentioned matter.

I, and everyone here at Michael J. Kennedy & Company, Solicitors will do our best to see that everything proceeds as smoothly as possible.

1. **Responsibility for the work**

I shall carry out most of the work in this matter personally, but you can also contact another member of staff if there is an urgency, who can access the files through our file management system and endeavour to help you. If he or she is unable to help you her/himself, he/she will be pleased to take a message for you.

We aim to offer all of our clients an efficient and effective service and I am confident that we will do so in this case. However, should there be any aspect of our service with which you are unhappy, and which we cannot resolve between ourselves, you may raise the matter with Michael J. Kennedy, the Senior Partner.

2. **Fees**

Our charges will be calculated mainly by reference to the time spent by me or any other solicitors and executive staff dealing with this matter. This includes advising, attending on you and others, dealing with papers, correspondence, telephone calls, travelling and waiting time. Unless otherwise advised, our fee per hour is €250.00 and does not include VAT which will be added to the bill.

As I have said, I will carry out most of the work in this matter personally and as time goes on the charge rates I have quoted may be reviewed and therefore if this matter has not been concluded within a twelve month period when the next review will take place, fees may rise. I shall let you know the new rates which will apply to work done from then as soon as they have been set.

In matters such as this, it is difficult to estimate how many hours of work will be necessary to complete the matter. At the present time, I estimate that in the region of 10 hours' work will be required. However, this estimate may change as the matter proceeds and it becomes clearer how much time is likely to be needed. I will let you know if it becomes apparent that we will have to spend substantially more time on this matter than I have currently estimated.

3. Terms of business

It is normal practice to ask clients to make payments on account of anticipated costs and disbursements. It is helpful if you can meet requests promptly but if there is any difficulty please let me know as soon as possible.

As a general rule our bill will be delivered for payment following completion of the matter but where matters carry on for a protracted period of time or we incur substantial outlays, we reserve the right to furnish an interim account. In every case we will furnish a detailed invoice setting out the work done and the time allocation for that work and relevant outlays.

I am sure you will understand that in the event of a payment not being made, we must reserve the right to decline to act any further and that the full payment for the work done up to that date will be charged to you. Accounts should be settled within 30 days. Interest will be charged on bills that are not paid within that time at 10%. In relation to conveyancing matters our fee is deducted from the loan cheque or other monies furnished to this office prior to completion of the transaction. Once the transaction has completed a receipted invoice and statement of account will be furnished.

4. Agreement

The charges set out above are an estimate based on the information that I have at present and I will inform you in writing if any difficulties arise or if anything occurs which makes it necessary to review this estimate. They do not constitute a contentious business agreement – which would have the effect of restricting your rights to challenge them – and if you are not satisfied at the conclusion of this matter, you may seek to challenge them by way of reference to the Law Society or taxation.

5. Termination of Retainer

You should be aware that there are certain circumstances where our retainer to act on your behalf may be determined as follows:-

a) By you if you withdraw instructions but we will be entitled to be paid for all work done up to the date of withdrawal instructions on a quantum meruit basis and we may have a lien over certain documents belonging to you until our reasonable charges have been paid.

b) Where we cannot continue to act on your behalf without breaking the law.

c) Where we cannot continue to act on your behalf without being in breach of the rules of conduct as laid down by the Law Society.

d) Where there is a serious breakdown of confidence between our firm and yourself.

e) Where you fail to pay an interim bill in respect of fees or outlays.

6. **Limitation of Liability**

We confirm that this firm holds professional indemnity insurance up to a sum of €1,500,000.00 in respect of any one matter and this letter constitutes formal notice to you of such limit on our professional indemnity liability pursuant to Section 44 of the Civil Law (Miscellaneous Provisions) Act 2008.

7. **Closing Date**

Please note the closing date for this transaction may vary and the agreed closing date in the Contract for Sale or other correspondence may be exceeded from time to time. We shall accept no liability as a result of variations of the closing date due to factors outside of our control.

8. **Email Correspondence**

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. Please note that emails sent by you to this firm or instructions contained in such emails shall not be deemed to be received until such time as you receive an acknowledgement of receipt of said email.

9. **Conflicts**

We will not act for any other client on any matter on which we are acting for you unless we have your express agreement that we may do so or where we are involved in transactional work for you expressly on a non-exclusive basis.

The interests of another client of the firm and your own may conflict in any number of circumstances. When this arises, we will, to the extent that we are legally able to do so, consult with you as to the appropriate course of action.

If you are aware of any reason why we should not act for you, then it is your responsibility to tell us. In particular, you must 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.

10. **Other Matters**

- It is our normal practise to destroy our correspondence files, draft documents and other papers that are more than 12 years old. Original Deeds and Wills are not destroyed, and can be stored in our safekeeping room at an annual charge, if you so instruct. In the absence of contrary instructions, we will assume that you are content with this arrangement.

- It may be necessary during the course of the matter to instruct one or more experts outside the firm, such as accountants, consultants or specialist counsel. We will discuss this with you at the appropriate time, including who might be suitable and the

costs likely to be involved. You will be their client and you will be responsible for paying their costs and expenses.

- Our advice will relate to the laws and procedures which operate in Ireland only. it is intended that legal proceedings should be issued against the Firm (or any person or entity for which the Firm is or is alleged to be responsible), the Firm may at its election require the relevant dispute, difference or claim to be referred to arbitration by notice in writing to that effect. If, the claimant issues any legal proceedings, the Firm may still elect for arbitration by notice to that effect given to the claimant and to the claimants lawyers named in the proceedings (if any) within 21 days of service of the proceedings on the Firm, in which event the claimant will take no further steps in the proceedings other than to procure the dismissal or stay of the proceedings. Where the Firm has given notice that it has 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 Acts 1954 to 1998 such arbitrator to be appointed by 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.

Before we take further steps on your behalf we would be grateful if you would sign and return to us the enclosed duplicate of this letter as an acknowledgement of your understanding and acceptance of these terms. We will also require, in order to comply with our internal file opening procedures the following documentation to verify your ID, address, PPS number and marital status:

- **ID**-- - Passport, Drivers Licence or Garda ID
- **Address**-- Utility bill, Bank Statement, or other official correspondence from a Government Department, dated within the last 3 months
- **PPS number- & tax type-** correspondence from the Revenue Commissioners, Department of Social Welfare. Tax Credit Certificate, P60 etc
- **Marriage Certificate-** if you are married, we will require a copy of your State marriage certificate, and if applicable, copies of any Separation Agreement, Deed of Waiver, Court Orders in relation to Judicial Separation or Divorce.

I know this matter seems formal, but as I am sure you understand, it is our policy to enter into a written engagement letter with our clients in order to avoid any misunderstandings. We very much appreciate the opportunity to represent you and look forward to working with you in respect of this matter and hopefully into the future.

Many thanks again for your instructions in the matter.

Yours sincerely,

Michael J Kennedy PO

MICHAEL J KENNEDY & COMPANY

I [redacted] hereby acknowledge having read the foregoing fee agreement letter and terms and conditions and accept on that basis the legal representation of Michael J. Kennedy & Company Solicitors as described above and agree to be bound by the terms of this letter.

Dated : 30.12.2015

Signed : [redacted]