

Terms and Conditions of Business

**Rostra Solicitors**

[Date]

Dear [Client's name],

You have asked us to act as your solicitor in relation to the following.

Description of your case

.....

.....

The following pages explain our terms and conditions of business while we are working for you. To prevent any misunderstandings 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 carefully. We will be happy to answer any questions you may have.

Discussing your expectations

We will discuss your expectations with you and tell you if we think they are realistic. It is important that you always understand what is happening in your case.

We will give you general information and explanation of any procedures to do with your case as it progresses.

Our terms and conditions also apply to any extra work we do for you in relation to this case as well as any extra work we do for you over, above and beside your case.

These terms and conditions will come into effect when you instruct us and we notify you in writing of our legal charges. This notification will be one of the following:

- the actual amount we will charge you; or
- an estimate of how much we will charge you; or
- an explanation of how we calculate how much we will charge you in your particular case.

We look forward to working with you. You should be aware that it may not be possible to achieve everything you wish. We may encounter difficulties during the transaction. We will try to overcome these as much as possible.

Once again, if you have any further questions, please contact us.

Yours sincerely,

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## **1. Information about our firm**

Name of firm: Rostra Solicitors (Marcin Szulc trading under style and title of Rostra Solicitors)

**Legal status:** We trade as a solicitors' firm that provides legal services.

**Address:** 78 Benburb Street, Smithfield, Dublin 7, D07 HW61

**Phone number:** +353 1 64 000 30

**Fax:** +353 1 54 744 78

**Email:** [info@thesolicitor.ie](mailto:info@thesolicitor.ie) and/or [info@polskiprawnik.ie](mailto:info@polskiprawnik.ie)

**Website:** [www.theSolicitor.ie](http://www.theSolicitor.ie) and [www.PolskiPrawnik.ie](http://www.PolskiPrawnik.ie)

### **Our qualifications**

Each solicitor member of our firm, who provides legal services, has been admitted to the Roll of Solicitors held by the Law Society of Ireland and holds a current practising certificate, unless they have qualified abroad. We will give you information about the qualifications of other lawyers and support people on our staff, if you would like that information too.

Our firm number is F7972

Our VAT number is IE6467424P

### **How we are regulated**

Solicitors in the Republic of Ireland are regulated by the Law Society of Ireland as detailed in the Solicitors Acts 1954 to 2015 and by the Legal Services Regulatory Authority (the Authority) under the Legal Services Regulation Act 2015.

The Law Society website is [www.lawsociety.ie](http://www.lawsociety.ie) . And the website for Legal Services Regulatory Authority is [www.lsr.ie](http://www.lsr.ie) .

## **2. Before you become our client**

### **Money laundering**

#### **Assets**

Under anti-money laundering regulations, we need to be sure of your identity and where you have got your assets from before we can take on your case.

#### **Identity**

Anti-money laundering regulations mean that you will need to give us evidence that proves your identity, like your driving licence or passport, even if we already know you. We will also need you to give us a document showing your permanent address, for example an electricity bill or a bank statement, which has been sent within the last three months. In the event that you live outside the jurisdiction, and we have not met in person then your identification documentation will need to be certified as true copies by an authorised person in the jurisdiction you reside.

#### **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.

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.

#### **Conflicts of interests**

We may not be able to act for you if there is a conflict of interest, or potential conflict between us, or between you and another client of the firm. For example, if it comes to our notice that, before we accepted your instructions, we had already accepted instructions from a person that you now want to sue, then we could not act for you.

We have internal procedures in place which are designed to identify a conflict before we accept your instructions.

If, during the course of your matter, 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. In certain circumstances we may be prohibited from identifying the reason for the conflict.

### **3. Cooling-off period – your 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.

If you wish to use a cancellation form, see the sample form in the Section for Details at the end of this document. It is not obligatory to use a form.

In any other case, when the contract for legal services was made in our office, and **in order to give you time** to consider this notice, we shall not provide any legal services in relation to your matter for a period of 10 working days unless –

you confirm that you wish us to proceed with your matter,

in our opinion, to not provide our legal services would breach a statutory requirement or the rules of court or prejudice your rights in a way that could not be later remedied, or

we are required to provide legal services to you by court order.

### **4. Our service to you**

We agree to carry out the work on your case or transaction with care and skill, in line with good professional standards.

#### **Confidentiality**

We will always respect the confidentiality of your affairs, but it is important to point out that in the normal course of running a solicitor's practice, we may be required to provide access to some of your data to certain entities, for example:

- The Revenue Commissioners; or
- The Law Society of Ireland; or
- The Legal Services Regulatory Authority

We also use professional and other service providers in the proper management of our firm, which may involve those firms being given some access to our files, including:

- Accountants;
- Risk assessment auditors;
- Quality control companies; and
- IT maintenance contractors

This allows us to manage our firm properly. We always try to make sure that the provider of the service is reputable and, where appropriate, we will require them to sign letters of confidentiality.

We also reserve our right to share the confidential information to protect our good name and good reputation if you publicly post defamatory information about us or our employees, servants and/or agents.

### **Confidentiality – maintenance and offsite storage**

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

### **Force majeure:**

We will not be liable for failure or delay in the performance of our obligations under these Terms & Conditions of Business, if such performance is delayed or hindered by the occurrence of an unforeseeable act or event which is beyond the reasonable control of either you, the client, or us (“Force Majeure Events”). Force Majeure Events include but are not limited to Acts of God, government intervention, riot, civil or military insurrection, infectious disease epidemics such as Covid 19, natural disaster, contamination, strikes or similar acts, events or occurrences. If we are affected by a Force Majeure Event, we shall notify you within a reasonable time of being prevented or delayed in the performance of our obligations and will make reasonable efforts to mitigate the effect of the Force Majeure Event.

### **How to instruct your solicitor**

It is important that you give us clear and accurate instructions from the very beginning so we may advise you fully, and that you give us any new information as your matter develops.

When you tell us your requirements, we will explain your options to you. If there is anything you do not understand, please tell us right away so that we can answer your questions. We will then advise you on the actions to take.

### **Updating your instructions:**

We may need to update your instructions from time to time, for example if:

- New issues or information arise;
- Events take an unexpected turn;
- We need more information from you, or
- Fees or expenses have not been paid.

It is important that you give us instructions when they are needed. If you fail to do this, we cannot progress your matter. This may affect the outcome and, in some cases, may mean we have no choice but to stop acting for you.

It is important to note that under section 25(2) of Civil Liability Act 2004 it is a criminal offence to dishonestly provide a solicitor or an expert with misleading instructions.

### **Timescale for your case**

We will estimate how long your case or transaction is likely to continue. As your case proceeds we will let you know what stage we have reached and what and when the next steps will be. This will save you having to inquire about your case. If any event occurs that will delay your case, we will let you know and give you our best estimate of a new timescale.

### **Timescale for litigation cases**

Please note that time limits may apply in the following two situations, so please make sure that we have all the correct information in good time to take any necessary actions.

Certain actions must be taken by you or by us within a particular period or else your case will fail.

### **Civil Liability and Courts Act 2004**

If you are making a claim under this Act, you must write a letter outlining the details of your claim within one month of the date of the accident. If you fail to do this, it may have a bad impact on your case and may also lead the court to award you only part, or none, of your costs.

### **5. Your permissions**

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 or one of the relevant forms in the section for details at the end of this document.

Otherwise, when you give us instructions, you are giving us permission to take various actions on your behalf, as set out below.

### **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. You will be directly responsible for any fees imposed by such barristers and experts. We will suggest professionals, whom we believe are competent in the area of practice relevant to your matter, but the choice of barrister or other professional is ultimately your decision. 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. Sometimes, depending on the circumstances of the case, the offer does not include payment of the legal fees and expenses by the other side; in such cases the legal fees and expenses will have to be paid from the compensation.

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 engage us to handle your matter, 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.

### **Data protection**

When you employ us to handle your case or transaction, you are giving us permission to hold information for our records, including 'sensitive data' such as your:

- Personal Public Service (PPS) number; or
- Medical reports.

We will only use any personal or 'sensitive' information to help your case. If you have any queries about how we retain, store or use your data, please contact us and we will give you further information.

#### **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.

#### **Retention and destruction of your file:**

We will keep your information for no longer than is required or permitted by law, at which point your file will be destroyed. We will retain files in accordance with the statutory requirements and in line with current best practice guidance provided by the Law Society of Ireland. However, we never destroy original deeds or wills. We reserve the right to charge you a fee for safe-keeping or storage of original deeds or documents.

#### **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.

#### **Authority to endorse cheques**

When we receive cheques made out in your name, we need your authority to sign the back of the cheques so that the bank will then accept these cheques for lodgement to our firm's client account. A form giving us the authority that you have to sign is in the section for details at the end of this document.

#### **Appointment and indemnity for payment of taxes**

If we act for you in the sale of a property, and you are not resident in this country, because we handle the proceeds of the sale, we are legally responsible for the filing of a capital gains tax

(CGT) return. We must discharge this on your behalf. We do this on the basis that you indemnify us. This means that you agree to pay us back in full for any loss we suffer due to something you do, or omit to do, or some wrong-doing on your part.

If we act for you as a non-resident beneficiary of an estate, we are legally responsible for the filing of a capital acquisitions tax (CAT) return and payment of any tax. We must discharge this on your behalf. We do this on the basis that you indemnify us. This means that you agree to pay us back in full for any loss we suffer due to something you do, or omit to do, or some wrong-doing on your part.

### **Power to sign documents**

When you employ us to handle your case or transaction, we may ask you to give us permission to re-sign documents already signed by you. This is just for convenience. It would happen if we needed to make typing or clerical amendments or other small changes, after you had signed the document. We would not make any changes that change the meaning of the document. If we need this permission, we will ask you to sign the form in the section for details at the end of this document.

### **6. Fees and expenses**

It is important that we carefully explain to you how we calculate our fees and that you fully understand this.

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.

Information about charges in your particular case

In the section for details at the end of this document, or in a separate letter, we will outline our fees and the other expenses that you may have to pay for your particular case or transaction. This is required by law. If we fail to agree the fees for our services to you, we will not act on your behalf.

If we agree to charge you based on the time spent on your case, remember that we will charge for everything we do for you, including letter writing, phone calls and so on. We will tell you if we believe that you could appropriately carry out some of these tasks yourself.

If our fee is based on an hourly rate, we will give you a record of the hours spent on your case on request.

### **Fees and expenses in litigation cases**

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 if you are successful and win your case and the judge orders the other side to pay your legal costs. Even if you are successful in the proceedings and the court awards costs to you, you remain primarily liable to pay our costs irrespective of whether you recover any costs ultimately from the other party.

There are two types of costs in litigation – one type is known as party and party costs. Party and Party costs are those costs which are most often awarded by the Court and are the minimum costs necessary to bring your case including part of the solicitor's fees, barrister's fees, and outlay. Legal Practitioner and Client costs are the other type of costs. These include the party and party costs, and all other or additional work carried out by your legal team including outlay. You may still be responsible for a portion of the legal costs even where a court has made an order for costs in your favour.

Likewise, 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 to discharge

your bill. We will try to recover as much as possible from the other side. Sometimes, however, this may not be enough to cover our bill. You are responsible for paying any balance due to us.

If we must do extra work to recover fees from the other side to the litigation, you will incur additional costs. If all or part of your costs or the other party's costs cannot be agreed with the other party, costs will have to be assessed by a court official called a Legal Costs Adjudicator, and this is likely to mean that additional work is required for which additional fees will become payable.

In litigation cases, there is always a risk that, in addition to paying our fees and expenses, you will also have to pay the legal fees and expenses of the other party to the litigation. This might happen if, for instance, you lose the case, or it was part of a settlement agreement. It is important that you fully understand this risk.

By engaging our services, you agree that we have your permission to pay any third party, whom we have engaged on your behalf, from money we receive from the other side in respect of legal costs. Barristers and expert witnesses are examples of such third parties. We will not make such payments until you have agreed the invoiced amounts of such third parties.

### **Payment in advance**

We may require you to pay us a deposit towards our fees when we first start working on your behalf. We will agree this amount with you then.

### **Payment at intervals**

We may bill you for costs at intervals during your case or transaction. We will usually do this when cases or transactions are likely to take a long time to finish.

### **Disagreements about bills**

If there is a disagreement about any bill we send you, we will try to resolve the matter by agreement with you.

If the matter cannot be resolved, we may have to stop acting for you.

You have the right to refer the bill for review by a court official called a Legal Costs Adjudicator, or to make a complaint to the Legal Services Regulatory Authority about the bill.

### **Fees and expenses for unexpected issues**

In the course of a case or transaction, an unexpected issue may arise. This may mean we have to do considerable extra work on your behalf that is more than we expected when we first gave you information about our charges.

If this happens, you must pay extra fees for this work, and you may also have to pay more expenses. If this happens, we will give you new information in writing about the fees and expenses for the additional work. It is a good idea for you to budget for this possibility.

### **Final bill of costs**

We will issue our final bill of costs to you without delay.

### **'Solicitor's lien'**

The law allows us to keep your original file, and not to provide you with a copy, as security for any costs until we have been paid for our services. This is called the 'Solicitor's lien'.

### **Our credit terms**

You must pay all our bills within 30 days following the issue of our bill. We reserve the right to charge interest on overdue accounts at the rate of 8% each year.

In litigation cases, even if you win your case or your case is settled, our bill must be paid within our normal credit terms of 30 days.

### **Fees for property transactions**

In relation to property transactions, you should pay our fees on the date the property changes hands.

### **Fees for dealing with estates of deceased persons**

If we are dealing with the estate of a deceased person for you, we may send you bills at different stages in the process.

## **7. Dispute resolution and complaints**

Good communication between 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 have set out our internal complaints procedure in the section for details at the end of this document. 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 Complaints and Client Relations Committee of the Law Society. You can get more details about making a complaint from the Law Society website [www.lawsociety.ie](http://www.lawsociety.ie).

### **Limit on liability**

Our liability (and that of our present and former partners and employees) 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 under applicable law. Any advice we provide is confined to Irish Law unless we give details of a broader service in the section for details at the end of this document.

### **Professional indemnity insurance:**

We confirm that we have the appropriate level of professional indemnity insurance in place, as required by law. We are insured for all advice given in the Republic of Ireland.

In the event of a situation arising where you feel it is necessary to institute a case for professional negligence against the Firm, the total amount which you can recover cannot exceed, (by virtue of the limitation set out in this clause which constitutes a contract between the Firm and you) THE MINIMUM AMOUNT SET BY THE LAW SOCIETY IN RESPECT OF WHICH WE HAVE TO HAVE INSURANCE COVER FOR EACH AND EVERY CLAIM, WHICH IS CURRENTLY €1,500,000.00. If you have any queries in relation to this, you should contact us immediately. Otherwise, you are deemed to accept this clause as binding on you.

Nothing in these terms and conditions shall limit our liability to you(a) for fraud or fraudulent concealment or(b) to the extent that under any applicable law liability may not be limited.

### **Transferring to another solicitor**

We hope to reach a successful result on your behalf. If you decide for any reason to transfer to another solicitor's firm, you must pay us for any work done up to that point, together with any expenses we have paid on your behalf.

This requirement will apply even to litigation cases where we might have agreed to charge a fee only if your case was successful. If you change to another solicitor, this agreement

automatically ends and we will require payment for the work we have actually done. We will issue a bill as soon as possible. Our fees must be discharged prior to the release of the file.

### **The files**

By law, we are obliged to keep your file for a certain time period.

If you are transferring to another solicitor, we will give you, or your new solicitor, the originals of all documents that we hold, once all fees and outlay are paid.

If we are required to remove the file from storage or schedule documents from an old file, we may charge an administration fee to you.

By asking us to handle your case or transaction, you are agreeing to accept a photocopy only of the correspondence file if you later want it. By law, we are entitled to keep a copy of the file, or the original, if you have agreed that we may have the original.

### **Ending our contract**

You can end this contract at any time, but we must first carry out any undertakings or professional promises we have made on your behalf to third parties. For instance, if we promised to pay money to a third party, we must do this before the contract can end. You must pay our legal fees for doing this work, as well as for any work done to date.

We are also free to end the contract for good reason, and on reasonable notice to you. Examples of circumstances where we may have to terminate our agreement include, but are not limited to:

- A failure or undue delay in providing instructions;
- A failure or undue delay in discharging payments when requested;
- If a client was acting unreasonably;
- If a client was unwilling to accept our advice;
- If a client had not been truthful about facts relating to their case or transaction, or
- If there has been a breakdown in trust and/ or confidence between us,
- When we come to the conclusion that we lack resources or expertise to deal with the matter,
- If a client requests that we undertake unlawful or unethical practices,
- When we close the practice.

For the avoidance of doubt in the event that we end our contract our legal fees for the work carried out are payable by you.

### **Enforcement of overall agreement**

If a court decides that any part of this agreement between us is invalid, this will not affect the remaining terms of this agreement.

### **We require these terms and conditions to be signed by you.**

Irrespective of whether they are in fact signed, these terms and conditions become binding once you give us instructions to proceed.

### **Our firm's complaints procedure:**

The following is our firm's complaints procedure:

The client should bring any issue of concern to the attention of the solicitor or fee earner handling their case or transaction and the solicitor or fee earner will make every effort to resolve the issue.

In the event that the issue is not resolved, the client can avail of this internal complaints procedure.

To avail of the procedure, the complaint should be made by letter or email, addressed to the Principal/Partner in charge. If the complaint concerns the Principal/ Partner in charge, the complaint should be addressed to the Office Manager or some other suitable member of the firm.

When the written complaint is received, it will be brought to the attention of the Principal/ Partner in charge, or Office Manager, as appropriate.

The complaint will then be recorded in the firm’s Complaints Register.

The client will be sent a written acknowledgement of the complaint within seven days.

The relevant file will be reviewed by the Principal/Partner in charge, or Office Manager, as appropriate. He/she will discuss the matter with the solicitor or fee earner dealing with the case or transaction.

The client will be sent a full written response within 15 working days or as soon as is practicable upon receipt of the written complaint.

**Advice in relation to foreign law**

We do not provide advice about law in countries outside Ireland unless specific countries are listed below:

[Redacted text]

**Information about our charges in your particular case**

We will only fill this section in, if we are not writing to you separately about our legal charges.

[Redacted text]

## 8. Section for details

### Professional indemnity insurance

Our professional insurance details can be found on the Law Society website at:

<https://lawsociety.ie/find-a-solicitor/Firm-PII-Search/>

### Cancellation form

To: [redacted]

I/We [Client name(s)] notify you [Firm name] that I/we cancel my/our contract for legal services dated [redacted]

Name of consumer: [redacted]

Address of consumer: [redacted]

Signature of consumer: [redacted] *[only required if you choose to print this form on paper]*

Date: [redacted] *[insert date of this cancellation form]*

### Client's authority for solicitor to endorse cheques

I/We, [Client name(s)] [redacted]

appoint you Marcin Szulc of Rostra Solicitors

my/our agents under the Cheques Acts and Bills of Exchange Acts 1882-1957.

I/We give my/our permission for you to endorse (by writing on the back of) any cheques received by you while you are my/our solicitor, when the cheques are payable to me/us and marked "Account Payee Only" or "Account Payee" or "A/C Payee Only" or "non-negotiable" or with words that mean the same.

I/We note that the words you will use will be as follows:-

"Rostra Solicitors' Client Account on the authority of the payee(s) as his/their agent".

I/We also allow you to lodge the cheque to your client account and to pay any necessary expenses relating to my/our case or transaction.

If lodgements or payments due to me/us are to be made in my/our case or transaction I/we allow you to ask, and to be, paid by electronic transfer to your client account.

I/We [Client name(s)] [redacted]

agree with the above.

Signed: [redacted]

### Capital gains tax – non-resident vendor

Because you are acting as my/our solicitor in the sale of my/our dwelling house at [Address of property] [redacted]

for the sum of [insert purchase price] [redacted]

I/We [Name of client(s)], [redacted]

irrevocably appoint you [Firm name] [redacted]

as my/our agent under the Taxes Consolidation Act 1997. I/We also authorise and direct you to pay the Revenue Commissioners any capital gains tax liability from the sale of this property.

I/We promise to keep you as my/our solicitor until the Revenue Commissioners release [Firm name] ..... from your obligations under the Taxes Acts.

I/We indemnify [Firm name] ..... and all your partners and their executors, administrators and anyone to whom their rights are transferred, from any loss arising out of any act or default on my part.

Signed: .....

Witnessed: .....

Date: .....

**Capital acquisitions tax - non-resident beneficiary**

Because you are acting as my/our solicitors in relation to the estate of [Name of deceased] .....

I/We irrevocably appoint you my/our agent, as beneficiaries non-resident in Ireland, for the Taxes Consolidation Act 1997, The Capital Acquisition Tax Consolidation Act 2003 and the Finance Act 2010.

I/We direct you to pay any liability under the capital acquisitions tax arising out of the inheritance from the estate of [Name of deceased] .....  
.....

I/We promise to keep you as our solicitors until the Revenue Commissioners release [Firm name] ..... from its legal obligations.

I/We hereby indemnify [Insert firm name] ..... and all their partners and their executors, administrators and anyone to whom their rights are transferred from any loss arising out of any act or default on my part.

Signed: .....

Witnessed: .....

Date: .....

**Power to sign documents**

By signing this section you are permitting us to re-sign documents which you have already signed. This is just for convenience. This would happen where we have to make typing or clerical amendments or other small changes. We will not make changes that change the meaning of the document.

I/We appoint this firm as my/our attorney for the purpose of section 16 of the Powers of Attorney Act 1996, to act on my/our behalf in this matter.

Dated: .....

Signed: .....

Witnessed: .....

**ACKNOWLEDGEMENT**

**IMPORTANT**

I acknowledge receipt of and confirm that I have read, understand and accept the foregoing terms and conditions of business.

I also acknowledge that your client account details for the purpose of transferring money in the future are listed below, and that I must verbally confirm the account details in advance of transferring any funds to that client account.

A/c Name: \_\_\_\_\_

Bank : \_\_\_\_\_

Account Number: \_\_\_\_\_

NSC: \_\_\_\_\_

IBAN: \_\_\_\_\_

BIC: \_\_\_\_\_

I further confirm that I have received and read the Section 150 Notice.

Dated the                    day of                    20

Signed: \_\_\_\_\_