

STANDARD TERMS OF BUSINESS - PERSONAL INSOLVENCY AND ADVISORY

The following standard terms of business apply to all personal insolvency and advisory engagements accepted by UHY Personal and Corporate Insolvency Solutions Limited and/or Eugene McDarby and Declan Cox acting in their roles as a Personal Insolvency Practitioners.

All work carried out is subject to these terms except where changes are expressly agreed in writing.

1. Professional Obligations

- 1.1. We will observe the Personal Insolvency Act 2012, regulations and guidelines of the Insolvency Service of Ireland and accept instructions to act for you on the basis that we will act in accordance with those laws, regulations and guidelines.
- 1.2. Where you give us confidential information we shall at all times keep it confidential, except as required by law or as provided for in regulatory, ethical or other professional pronouncements applicable to this engagement.
- 1.3. We reserve the right to act during this engagement for any other clients whose interests may be adverse to yours. We will notify you immediately should we become aware of any conflict of interest to which we are subject in relation to you.

2. Records and Documents

- 2.1. Whilst certain documents may legally belong to you, unless you tell us not to, we may destroy correspondence and other papers that we have held for more than 6 years after the termination or completion of the arrangement/relationship, other than documents which we consider to be of continuing significance. If you require retention of any document you must tell us.
- 2.2. Our files may be subject to inspection by the Insolvency Service of Ireland, by a professional body or other regulators. We will provide officials and representatives of such bodies with information and explanations that they may reasonably require in accordance with their rights and powers. Such inspectors will normally be bound by the same requirements for confidentiality as our firm and staff.

3. Complaints Procedures

- 3.1. If at any time you would like to discuss with us how our service to you could be improved or if you are dissatisfied with the service you are receiving please let us know by contacting the Managing Director of UHY Personal and Insolvency Solutions Limited, FDW House, Blackthorn Business Park, Coes Road, Dundalk, Co Louth.
- 3.2. We undertake to look into any concerns promptly and to do all we can to explain the position to you. If we have given you a less than satisfactory service we undertake to do everything reasonable to put it right. If you feel that our efforts have not been sufficient to remedy the situation having exhausted our complaints procedure, you may complain directly to the Insolvency Service of Ireland (in relation to Personal Insolvency services only).

4. Applicable Law

4.1. This engagement letter is governed by, and is construed in accordance with Irish Law. The Courts of Ireland will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

5. Electronic Communication

5.1. We may communicate with you by email. As with other means of delivery, this carries with it the risk of inadvertent misdirection or non-delivery. The recipient is responsible for carrying out a virus check on attachments.

5.2. Internet communications are capable of data corruption and therefore we do not accept any responsibility for changes made to such communications after their despatch. It may therefore be inappropriate to rely on advice contained in an email without obtaining written confirmation of it. We do not accept responsibility for any errors or problems that may arise through the use of internet communications and all risks connected with sending commercially sensitive information relating to your business are borne by you. If you do not agree to accept this risk, you should notify us in writing that email is not an acceptable means of communication. For further information please view our Privacy Statement on our website www.uhyinsolvency.ie

6. Data Protection

6.1 UHY Insolvency complies with the requirements of the General Data Protection Regulation (GDPR) 2018.

UHY Insolvency is committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Statement, this will be given to all our clients at the time of data collection.

We would also like to keep you informed of mortgage, insurance and any other services provided by us or associated companies with which we have a formal business arrangement; which we think may be of interest to you. If you would like to receive such marketing information, please complete the permission statements contained in this letter.

We will ensure that this Privacy Notice is easily accessible. Please refer to our website, www.uhyinsolvency.ie If this medium is not suitable we will ensure you can easily receive a copy by; hard copy or by emailing us at info@uhyinsolvency.ie

Please contact us at 1890987913 if you have any concerns about your personal data.

7. Advice

- 7.1. The advice that we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it. We accept no responsibility to third parties for any aspect of our professional services or work that is made available to them
- 7.2. A person or company who is not a party to this engagement letter has no rights under contract law to enforce any term of this engagement.

8. Limitation of Liability

- 8.1. We will provide our professional services with reasonable care and skill. However, we will not be held responsible for any losses arising from the supply by you or others of incorrect or incomplete information, or you or others failure to supply any appropriate information or your failure to act on our advice or respond promptly to communications from us or other relevant authorities.
- 8.2. You agree to indemnify us against any misrepresentation, whether intentional or unintentional, supplied to us orally or in writing in connection with this agreement. You have agreed that you will not bring any claim in connection with services provided to you by the firm against any of our employees on a personal basis.

9. Money Laundering Regulations

- 9.1. As with other professional services firms, we are required to identify our clients for the purposes of Anti Money Laundering Legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.

10. Client Money

- 10.1. We may hold money on your behalf in providing services as a Personal Insolvency Practitioner and administering a Debt Settlement Arrangement or Personal Insolvency Arrangement on your behalf. The money will be held in a "Debtor DSA or PIA Account", which is segregated from the firm's funds. The accounts will be operated, and all funds dealt with, in accordance with Debtor Bank Account Regulations issued by the Insolvency Service of Ireland.

11. Confidentiality

- 11.1. Communication between us is confidential and we take all reasonable steps to keep confidential your information except where we are required to disclose it by law or by regulatory bodies.
- 11.2. We may, on occasions, subcontract work on your affairs to other professional service providers but these subcontractors will be bound by our client confidentiality terms. For further information please view our Privacy Statement on our website www.uhyinsolvency.ie

12. Conflicts of Interest

- 12.1. We will inform you if we become aware of any conflict of interest in our relationship. Where conflicts are identified which cannot be managed in a way that protects your interest or could be perceived to affect our integrity or objectivity then we regret that we will be unable to provide further services.

13. Your Responsibilities

13.1. You are responsible for making available to us, as and when required, all of the relevant records and information that are necessary for the compilation of any reports or applications. You will make full disclosure to us of all relevant information.

13.2. You are responsible for both the accuracy and completeness of the information supplied to us. You are responsible for approving and signing any reports or applications.

13.3. We have a professional responsibility not to allow our name to be associated with information which may be misleading. Should we become aware, for any reason, that the information provided may be misleading; we will discuss the matter with you with a view to agreeing appropriate adjustments and/or disclosures. In circumstances where adjustments and/or disclosures that we consider appropriate are not made or where we are not provided with appropriate information, we will withdraw from the engagement. Should this situation occur our fees for the work performed so far will be payable on presentation of our fee note.

14. Fees and Payment Terms

14.1. The following categories are used by this firm as a basis for the analysis of time expended by grade of staff:

PIP/Director	€200 per hour
Senior Staff	€120 per hour
Administrative Staff	€80 per hour

14.2. Time is recorded through our database and document management system and charge out rates are reviewed annually and are subject to change without prior notice.

14.3. Our standard initial and ongoing management fees for insolvency arrangements are as follows:

Debt settlement arrangement (DSA):

Single initial - €2,100 plus vat at the applicable rate plus annual outlays.

Joint initial - €2,800 plus vat at the applicable rate plus annual outlays.

Personal insolvency arrangement (PIA):

Single initial - €2,500 plus vat at the applicable rate plus annual outlays

Interlocking initial - €4,000 plus vat at the applicable rate plus annual outlays

Ongoing management fees:

For the operation of both DSA's and PIA's are as follows:

Up to a maximum of €100 per month plus vat plus outlays.

Outlays will include, but are not limited to, additional administration time, bank charges, Court costs, postage costs and other miscellaneous costs.

Insolvency Application fee:

If for any reason a DSA or PIA is not put in place or agreed by creditors, there will be a minimum charge of €1,000 plus vat plus outlays for any application.

Bankruptcy:

€2,000 plus vat at the applicable rate plus outlays

I acknowledge that I have read the above terms and conditions and agree to be bound by them:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Address: _____

Address: _____
