



## **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. We may also share your information as required with third parties engaged by us, inter alia for the purposes of receiving legal advice and/or during any court application.
- 1.3. We reserve the right to act during this engagement for any other debtors 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. For further information please refer to Regulation 14(5) of SI 209 of 2013.
- 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, Unit 4C, Fingal Bay Business Park, Balbriggan, Co. Dublin.
- 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 can make a

complaint in writing to the Insolvency Service of Ireland alleging improper conduct by a PIP. Further details are available in the “How to make a complaint against a PIP” guidebook on the ISI website at the the following link :

[gov - About the Insolvency Service of Ireland \(www.gov.ie\)](http://gov.gov.ie)

#### 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 of 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](http://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 debtor.

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 debtors 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](http://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](mailto:info@uhyinsolvency.ie)

Please contact us at 1800987913 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 debtors 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. Debtor 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 debtor confidentiality terms. For further information please view our Privacy Statement on our website [www.uhyinsolvency.ie](http://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.

13.4. You are responsible for the repayment of fees/costs/outlays incurred during the currency of the engagement. You are also responsible for your own debts including the payment thereof.

### 14. Fees and Payment Terms Formal Insolvency Arrangements

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         | €250 per hour |
| Senior Staff         | €150 per hour |
| Administrative Staff | €100 per hour |

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

#### A. Debt settlement arrangement (DSA):

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

Joint initial - €3,000 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

Joint/Interlocking initial - €5,000 plus vat at the applicable rate plus annual outlays

#### B. 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.

#### Variation fee:

€1,000 plus Vat

**PC Extension fee:**

Single case: €400 plus vat

Interlocking case: €600 plus vat

**Legal Advice Fee:**

Prior to the application for a Protective Certificate, during the Protective Certificate, prior to the approval of the DSA/PIA or during the DSA/PIA itself, the PIP may require legal advice on any complexity in the case, or may be required to engage legal advisors for the purposes of addressing a query raised by the Relevant Court or to represent him in attendance in Court. A maximum fee/charge limit of €2,500 plus VAT is applicable to such services (the said services as provided to the PIP in dealing with your case). If the fee/charge is higher than the €2,500 (as authorised by you in the acceptance of these Terms of Business) then further consent/agreement (in writing where possible) from you must be in sought in advance of any such cost/fee/outlay being incurred. You shall not be liable for any cost/fee/outlay above the authorised limited if no such prior consent was provided. Such cost/fee/outlay may be required to be paid as part of the retainer or in advance of the services being provided, and may be paid by you directly to the solicitor as instructed by the PIP.

**Abhaile Scheme:**

Debtors with an Abhaile voucher are entitled to a free consultation

**Bankruptcy:**

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

**INFORMAL ARRANGEMENTS**

Basis on which charges are to be made:

This offices' charges are generally calculated by reference to the time spent on the matter in question, the seniority of the individual(s) carrying out the work and the nature of the work concerned. The level of charge will also depend on:

- (a) the complexity and novelty of the issues involved
- (b) the skill and specialised knowledge relevant to the matter which the Practitioner has applied to the matter
- (c) the time and labour that the practitioner has reasonably expended on the matter
- (d) the urgency attached to the matter by the debtor and whether this requires or required the Practitioner to give priority to that matter over other matters
- (e) the number, importance and complexity of the documents that the Practitioner was required to draft, prepare or examine
- (f) The fee is not a success fee and is purely for developing an informal agreement with your creditors.

**Hourly Rate**

The hourly rate is as stated above. You should note that time sheets are kept and you are entitled to review the timesheets on request.

Time calculated on your bill is calculated based on the time used on the file. While it is not the sole factor which contributes to charges (as outlined above) you should note that all time consumed on your file to include examination of documentation, attendances with debtor and with third parties, telephone calls made by the office between debtor and third parties, telephone calls received to the office from debtor and third parties.

**Retainer**

As work of this nature involves detailed examination of documentation and the investment of time in advance of any proposal being made, we will require a retainer to be put in place with the office and further will require our fees to be discharged on an ongoing basis. We would advise that prior to commencement of the case, we would require a minimum of 50% of the agreed fee.

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Data Protection Consent Form

In accordance with the Data Protection Acts 1988 and 2003 (as amended, superseded, or replaced from time to time) and the General Data Protection Regulation, UHY Personal & Corporate Insolvency Solutions Limited requires your consent to do the following:

1. Process your personal data to:
  - a) Provide information and advise you generally in relation to your debts and financial situation
  - b) Advise you specifically in relation to any entitlements, actions, remedies or processes that may be applicable to your situation
  - c) Complete actions on your behalf, for example, engaging with third parties in relation to your situation
  - d) Keep a record of personal data in hard and soft copy form

I/We the debtor(s) consent to processing at point 1 above [ ☐ ]

2. Process any sensitive or special categories of personal data provided to:
  - a) Provide information and advise you generally in relation to your debts and financial situation
  - b) Advise you specifically in relation to any entitlements, actions, remedies or processes that may be applicable to your situation
  - c) Complete actions on your behalf, for example, engaging with third parties in relation to your situation
  - d) Keep a record of sensitive or special categories of personal data in hard and soft copy form

I/We the debtor(s) consent to processing at point 2 above [ ☐ ]

3. We may share your personal data, including sensitive or 'special categories' of data, with third parties as set out in Schedule 1 of our Privacy Statement.

We may also share your personal data, including sensitive or 'special categories' of data, with specific third parties for the following purposes:

| Third party | Purpose |
|-------------|---------|
|             |         |
|             |         |
|             |         |

I/We the debtor(s) consent to processing at point 3 above [ ]

4. Process your data for statistical, reporting, training, review and social policy purposes

We will:

- Use this information only for the processing referred to at points 1, 2, 3, 4 above
- Store the personal data securely, including on the ISI Case Management System
- Delete the personal data in accordance with our retention schedule
- Not unlawfully disclose the personal data to any other organisation or person(s)

For further information, please see our **Privacy Statement** on our terms of business and our website [www.uhyinsolvency.ie](http://www.uhyinsolvency.ie)

I/We, the debtor(s) consent to processing at point 4 above [ ]

## To withdraw consent

This consent will continue until you notify us of your wish to withdraw consent. If you wish to withdraw your permission to the use of this information, please contact us. Please note that until we are notified of your intention to withdraw consent and are in a position to action such withdrawal, all processing as set out here shall be considered lawful. The withdrawal of your consent may mean the suspension or cessation of the provision of the services that we have been providing you up until the date of withdrawal of consent on the basis that we are no longer able to provide these services without your personal data.

## Consent

Debtor(s) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Marketing Consent

Here at UHY Insolvency we take your data protection seriously and will only use your data as discussed with you in our privacy statement. However, from time to time we may wish to contact you in relation to products/offers/ or any other services we provide.

We can communicate with you in various ways including e-mail, post, phone, fax, sms and social media. We will make sure our contact with you is relevant and based on the information you give us.

- |                                   |   |
|-----------------------------------|---|
| <input type="checkbox"/> E-mail   | <input type="checkbox"/> Facebook                 |
| <input type="checkbox"/> Mobile   | <input type="checkbox"/> Twitter                  |
| <input type="checkbox"/> SMS      | <input type="checkbox"/> Fax                      |
| <input type="checkbox"/> Landline | <input type="checkbox"/> Please do not contact me |
| <input type="checkbox"/> Post     |   |

Customer Signature(s) : \_\_\_\_\_ Date : \_\_\_\_\_

\_\_\_\_\_ Date : \_\_\_\_\_

**\*Even if you do subscribe now you can always unsubscribe at any time.**