JACOB LAW LLP

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www.jacoblaw.ie
VAT: 4319988VH

Postal Address, Head Office:
31/32 The Mall, Waterford,
Co. Waterford, X91 XP7T, Ireland
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Dublin Office: Suite 112,
The Capel Building, Mary's Abbey,
Dublin 7, D07 X544, Ireland
DX: 44015

March 2026

1. Jacob Law LLP General Terms and Conditions of Service

This document sets our standard terms and conditions of engagement and the conditions on which we would provide a legal service to you, these terms and conditions set out:

INDEX:

Partners: Steven Jacob, Damian Woods

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2. Who we are

2.1 Information about our firm:

- Name of Firm: Jacob Law LPP ("the practice")
- Legal status: We trade as a solicitors' firm that provides legal services.
- Head Office Address: 31-32 The Mall, Waterford, Co. Waterford, X91 XP7T, Ireland
- Dublin Office Address: Suite 112, The Capel Building, May's Abbey, Dublin 7, D07 X544
- Phone: 051 271 013
- Email: info@jacoblaw.ie
- Website: www.jacoblaw.ie
- VAT number: 4319988VH
- Our qualifications: All our solicitors have been admitted to the Roll of Solicitors held by the Law Society of Ireland and hold a current practising certificate.

2.2 How we are regulated

The Law Society of Ireland is the regulatory body for solicitors in the Republic of Ireland. It regulates solicitors as detailed in the Solicitors Acts 1954 to 2011 and in the regulations made under those acts. The address is George's Court, George's Lane, North King Street, Dublin 7. On the Law Society website www.lawsociety.ie you can access: the Solicitors Acts, the regulations made under those acts, and The Law Society's publication *'A Guide to Professional Conduct of Solicitors in Ireland'* (3rd edition).

2.2.1 The Solicitors Acts

We are also regulated by the Legal Services Regulatory Authority ("LSRA"). The LRSA is the independent regulator for legal service providers. It works to maintain and improve standards in legal services and ensure value for money in the interest of consumers. It is the first point of contact for complaints about solicitors, and the service is free. It can be contacted at www.isra.ie.

3. What to expect from us

3.1 Our service to You

3.1.1 We will:

- Deal with you in a polite, courteous, and professional manner.
- Tell you who is dealing with your matter and who your contact is.
- Answer your queries and questions promptly and efficiently.

- Progress your case as quickly as is possible and inform you of the up-to-date position and the timescale for future actions on your behalf.
- Keep you informed at all steps of the transaction.
- We will endeavour to return telephone calls the same day and reply to emails within 24 hours.
- Communicate with you in plain English and keep legal jargon to a minimum.
- We will provide clear, impartial, honest advice about your case and fully explain to you the options open to you, the legal procedures involved.
- We will provide you with the necessary advice to enable you to make an informed decision so as to complete or resolve the matter as effectively as possible.
- Provide you with a service which at all times will be consistent with regard to performance, dependability and competence.
- Save as required by law, keep your identity and affairs completely confidential and secret at times and ensure that our staff do likewise unless you permit disclosure or relevant information is already in the public domain (see later).
- Ensure we do not have any conflict of interest with other clients. We routinely and regularly carry out conflict of interest checks, to ascertain if, in respect of each assignment, any conflict of interest may raise.
- Endeavour to meet you outside our standard 9am to 5pm weekdays office hours should same be required.
- We will carefully consider all feedback received about our service. If, at any time you believe that our services to you could be improved or if you have any concerns with any aspects of our service, we would ask you to raise the matter immediately with the person dealing with your matter.

3.2. Professional Insurance

We confirm that we have the appropriate level of professional insurance in place, as required by law. Our current level of professional indemnity insurance is €1,500,000.00.

3.3. Limit of Liability

Our liability to you is limited to €1,500,000.00, or the minimum amount of professional insurance cover, which solicitors' firms are required to have from time to time.

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.

3.4. Client Money

Monies received on your behalf will be held in our client account in accordance with the **Solicitors Accounts Regulations**.

When we act in a sale or a mortgage switch (refinance), we will endeavour to redeem your existing load and to release any surplus money to you on the same day as sale or refinance funds are received. If this is not possible, we will use our best endeavours to redeem your existing loan and refund any surplus to you as soon as it is possible.

3.5. Money retained in client account

Funds received from you for the purpose of completing a transaction (for example, a deposit, loan amount, or proceeds of sale) may be held in our client account for a period typically ranging from 2 to 14 days. These funds may be retained in a low interest-bearing client account. If, while holding such funds, interest accrued on your behalf exceeds €100, (for example where a transaction has been delayed for a long period of time) we will account for this interest and pay it to you at the end of the financial year.

Monies received on your behalf will be held in our client account in accordance with the **Solicitors Accounts Regulations**.

When we act in a sale or a mortgage switch (refinance), we will endeavour to redeem your existing load and to release any surplus money to you on the same day as sale or refinance funds are received. If this is not possible, we will use our best endeavours to redeem your existing loan and refund any surplus to you as soon as it is possible.

3.6. Confidentiality

We will maintain client confidentiality, except where disclosure is required or permitted by law, by regulatory authority, or with your consent. (see later)

3.7. Data Protection

We process your personal data in accordance with the **General Data Protection Regulation (GDPR)** and the **Data Protection Act 2018**. (see later)

3.8. Cooling-off period – your right to cancel

You have a right to cancel your instructions to Jacob Law LLP at any stage within 14 days of when you file was opened, without giving any reasons. ("the cancellation period").

The cancellation period will expire 14 days from the date, following your instructions to us, that we agreed to act for you. All you need to do is simply send us an email to confirm that you no longer wish for us to act on your behalf.

This is purely for record purposes. If you cancel your instruction to Jacob Law LLP within the cooling off period there will be no fee due to the practice.

3.9. Acceptance clause

When you instruct us to open a file on your behalf this is deemed your agreement with and acceptance of our terms and conditions.

4. Breakdown of legal costs charged by Jacob Law LLP

4.1 Property Purchase

4.1.1 Professional Fee

Our professional fee is €1,300 for properties valued up to €1,000,000, and €2,200 for properties valued between €1,000,001and €2,000,000. For properties valued over €2,000,001, a separate quote will be provided. This fee covers the work carried out on your behalf to complete the purchase of your property, with an additional VAT charge of 23%. Registration costs and outlays are additional to the professional fee.

4.1.2 Guaranteed overall cost

- For properties valued between €200,001 and €400,000, subject to a mortgage, the registration cost is €875, and our fixed guaranteed total cost is **€2,800**.
- For properties valued between €400,001 and €1,000,000, subject to a mortgage, the registration cost is €975, and our fixed guaranteed total cost is **€2,900**.
- For properties valued between €1,000,001 and €2,000,000, subject to a mortgage, the registration cost is €975, and our fixed guaranteed total cost is **€4,000** due to increased professional fee.
- For properties over €2,000,001, a separate quote will be provided.

4.1.3 A breakdown of all legal costs for properties valued up to €400,000 (property purchase)

Detail	Amount	Commentary
PROFESSIONAL FEE		
Our professional fee	€1,300.00	Fee charged by Jacob Law LLP for legal works.
VAT	€299.00	VAT is calculated at 23%.
TOTAL	**€1,599.00**	A total professional fee, including VAT.
OUTLAYS		
Searches	€200.00	Searches are conducted at the start of the process to ensure there are no obstacles preventing you from proceeding with your purchase.
Commissioner and swearing fee	€55.00	A fixed outlay cost payable to a Peace Commissioner or Commissioner for Oaths to have documentation and declarations sworn.
Postage charges	€50.00	Sending documentation to you and to lender by recorded delivery.
Returning deeds to your lender	€21.00	A fixed charge for returning the title deeds to your lender by recorded delivery, where they will be held for the duration of your loan.
TOTAL	**€326.00**	Total of outlays.
REGISTRATION FEES		
Registration of you as the owner of the property	€700.00	A fee and outlay for registering you as the legal owner of the property with the Property Registration Authority (PRA).
Registration of new mortgage	€175.00	A fee and outlay for registering your new mortgage with the Property Registration Authority (PRA).
TOTAL	**€875.00**	Total of registration fees.
GRAND TOTAL	**€2,800.00**	**TOTAL FEE DUE TO JACOB LAW LLP**

4.1.4 Registration Fees and Third-Party Outlays

Registration fees and third-party outlays must be paid, as we need to register you as the owner, carry out searches during the transaction, and cover the costs of various sworn declarations.

Once registration is finalised, we will send the title deeds to your lender by recorded delivery after your ownership registration is complete.

4.1.5 Stamp Duty

Stamp duty is payable on the purchase price of the property at a rate of 1% on the portion up to €1 million, 2% on the portion between €1 million and €1.5 million, and 6% on any amount above €1.5 million.

4.1.6 Further Costs Subject to Circumstances

4.1.6.1 New Builds

For new builds, additional fees may apply, including €75 for creating a new folio, €40 for registering a lease of easements, and €40 for registering an inhibition under the First Home Scheme or Affordable Purchase Scheme.

4.1.6.2 Pursuing Two Properties at The Same Time

In rare cases where clients are actively pursuing two properties at the same time, before deciding on which one to purchase an additional fee will be charged. As this additional work will involve additional correspondence, title investigation, possible searches, and title fees queries, an administration fee of €300 plus VAT may apply.

4.1.6.3 Property Purchase – Cash Purchase

If you are buying for cash (without a mortgage), the €175 fee for registration of a new mortgage and the fee for returning deeds to a lender do not apply. There is also a slight reduction in the outlays for swearing and postage.

However, as it is a cash transaction, we MUST carry out extensive Anti Money Laundering (AML) checks to validate the source of funds to complete the purchase.

The savings that you make in outlay payments will offset the additional AML compliance cost, so the fixed cost of your purchase remains the same. Please refer to Sections 4.1.2 and 4.1.3.

4.1.7 Buy-to-Let, Pension Purchase, Self-Build properties

For Buy-to-Let, Pension Purchase, and Self-Build properties - subject to a mortgage - the professional fee is €1,850 and the total cost is €3,500 for properties valued up to €400,000. For properties valued between €400,001 and €1,000,000, the professional fee is €1,850 and the total cost is €3,600 due to increased registration fees. For properties valued between €1,000,001 and €2,000,000, the professional fee is €2,600 and the total cost is €4,500. For properties valued over €2,000,001, a separate quote will be provided.

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4.2 Property Sale

4.2.1 Professional Fee

Our professional fee is €1,800.00 for properties up to €1,000,000, and €3.000 for properties over €1,000,001. It covers the work we carry out on your behalf to sell your property, with an additional VAT charge of 23%.

4.2.2 Guaranteed Overall Cost

Our fixed guaranteed overall total cost is €2,500 for properties up €1,000,000, and €4,000 for properties over €1,000,001.

We must pay your existing lender to take up your title deeds and they may charge a fee to furnish us with confirmation that your mortgage has been paid off (after we clear it off, on your behalf).

We need to carry out searches during the course of the transaction and pay to have various declarations completed.

4.2.3 A breakdown of all legal costs for properties valued up to €1,000,000 (property sale)

Detail	Amount	Commentary
PROFESSIONAL FEE		
Our professional fee	€1,800.00	Fee charged by Jacob Law LLP for legal works involved in selling your property.
VAT	€414.00	VAT is calculated at 23%.
TOTAL	**€2,214.00**	Total professional fee, including VAT.
OUTLAYS		
Take up Title Deeds	€73.00	A fee charged by your existing lender, to release the title deeds to your property to us. It varies according to the lender.
Commencement Searches	€93.00	Searches carried out at the start of the process to ensure that there is no impediment to allowing you to proceed with your sale.
Commissioner and swearing fee	€80.00	This is a fixed outlay cost. It is a fee payable to a Peace Commissioner to get documentation and declarations witnessed and sworn.
Folio to show your ownership	€40.00	This is a fixed outlay cost, payable to the PRA to obtain a copy of your "deed" showing your ownership.
TOTAL	**€286.00**	Total of outlays.
GRAND TOTAL	**€2,500.00**	**TOTAL FEE DUE TO JACOB LAW LLP**

4.2.4 Further Costs Subject to Circumstances

If there are any further unforeseen Outlays such as the need for a map, MUD replies from a Management company etc, these are not included in our total cost.

Therefore, you are aware at the very onset of your case, how much the entire process of selling will cost you.

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4.3 Property Purchase and Property Sale (combined)

a) Sell your current property	b) Buy your new property

4.3.1. Professional Fee

Our professional fee is €3,600.00 for properties up to €1,000,000 and €4,800 for properties over €1,000,001. It covers the work we carry out on your behalf, with VAT charged at 23%. Registration costs and outlays are additional to our professional fee.

4.3.2 Guaranteed overall cost – Property Sale & Property Purchase - Combined

- For properties valued up to €1,000,000, subject to a mortgage, our fixed guaranteed total cost for sale and purchase is €6,000.
- For properties valued over €1,000,001, subject to a mortgage, our fixed guaranteed total cost is €7,500.
- If the property is a new build, an additional €75 may be payable to the Property Registration Authority.

4.3.3 A breakdown of all legal costs for properties valued up to €1,000,000

Detail	Amount	Commentary
PROFESSIONAL FEE		
Our professional fee	€3,600.00	Fee charged by Jacob Law LLP for legal works.
VAT	€828.00	VAT is calculated at 23%.
TOTAL	**€4,428.00**	A total professional fee, including VAT.
OUTLAYS (PURCHASE)		
Searches	€200.00	Searches are conducted at the start of the process to ensure there are no obstacles preventing you from proceeding with your purchase.
Commissioner and swearing fee	€55.00	A fixed outlay cost payable to a Peace Commissioner or Commissioner for Oaths to have documentation and declarations sworn.
Postage charges	€40.00	Sending documentation to you and to lender by recorded delivery.
Returning deeds to your lender	€25.00	A fixed charge for returning the title deeds to your lender by recorded delivery, where they will be held for the duration of your loan.
PURCHASE OUTLAYS TOTAL	**€320.00**	Total of outlays.
REGISTRATION FEES		
Registration of you as the owner of the property	€800.00	A fee and outlay for registering you as the legal owner of the property with the Property Registration Authority (PRA).
Registration of new mortgage	€175.00	A fee and outlay for registering your new mortgage with the Property Registration Authority (PRA).
REGISTRATION FEES TOTAL	**€975.00**	Total of property purchase registration fees
OUTLAYS (SALE)		
Take up Title Deeds	€73.00	A fee charged by your existing lender, to release the title deeds to your property to us. This varies according to the lender.
Commencement Searches	€84.00	Searches carried out at the start of the process to ensure that there is no impediment to allowing you to proceed with your sale.
Commissioner and Swearing fee	€80.00	This is a fixed outlay cost. A fee payable to a Peace Commissioner to get documentation and declarations witnessed and sworn.

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Fee for Certified Folio and Filed Plan	€40.00	This is a fixed outlay cost, payable to the PRA to obtain a copy of your "deed" showing your ownership of the property.
SALE OUTLAYS TOTAL	**€277.00**	Total of outlays.
GRAND TOTAL	**€6,000.00**	**A TOTAL OF PROFESSIONAL FEES AND OUTLAYS**

4.3.4 Further Costs Subject to Circumstances

4.3.4.1 Property Purchase – New Builds

For new builds, additional fees may apply, including €75 for creating a new folio, €40 for registering a lease of easements, and €40 for registering an inhibition under the First Home Scheme or Affordable Purchase Scheme.

4.3.4.1 Property Purchase – Pursuing Two Properties at The Same Time

In rare cases where clients are actively pursuing two properties at the same time, before deciding on which one to purchase an additional fee will be charged. As this additional work will involve additional correspondence, title investigation, possible searches, and title fees queries, an administration fee of €300 plus VAT may apply.

4.3.4.2 Property Purchase – Cash Purchase

If you are buying for cash (without a mortgage), the €175 fee for registration of a new mortgage and the fee for returning deeds to a lender do not apply. There is also a slight reduction in the outlays for swearing and postage.

However, as it is a cash transaction, we MUST carry out extensive Anti Money Laundering (AML) checks to validate the source of funds to complete the purchase. An additional charge of €200 plus VAT charge will apply for this AML compliance.

The savings that you make in outlay payments will offset the additional AML compliance cost, so the fixed cost of your purchase remains the same. Please refer to Sections 4.3.2 and 4.3.3.

4.3.5 Buy-to-let

If the property is buy-to-let, a separate quote will be provided.

4.3.6 Property Sale - Unforeseen Outlays

If there are any further unforeseen Outlays such as the need for a map, MUD replies from a Management company etc, these are not included in our total cost.

Therefore, you are aware at the very onset of your case, how much the entire process of selling will cost you.

If there are any additional costs, you will be notified.

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4.4. Mortgage Switch (applicable to mortgage switches only)

4.4.1 Professional Fee

Our professional fee is €795.00. The professional fee is for the work that we carry out on your behalf to transfer your existing loan to your new lender, with an additional VAT charge of 23%. If you do not proceed with the case, no professional fee will be charged.

4.4.2 Guaranteed overall cost – Mortgage Switch

Our fixed guaranteed overall cost for a mortgage switch is €1,500.00 (incl. VAT).

4.4.3 A breakdown of all legal costs (mortgage switch)

Detail	Amount	Commentary
PROFESSIONAL FEE		
Our professional fee	€795.00	Fee charged by Jacob Law LLP for legal works.
VAT	€182.85	VAT is calculated at 23%.
TOTAL	**€977.85**	A total professional fee, including VAT.
OUTLAYS		
1) Take up title deeds	€63.00	This is a fee charged by your existing lender, to release the title deeds to your property to us. It varies according to the lender.
2) Fee for vacate of existing mortgage	€40.00	This is a fee charged by your existing lender, to release the title deeds to your property to us. It will not be charged if an e-discharge is lodged.
3) Commencement searches	€92.75	These are searches carried out at the start of the process to ensure that there is no impediment to allowing you proceed with your switch to your new lender.
4) Commissioner and swearing fee	€65.00	A fixed outlay cost. It is a fee payable to a Peace Commissioner for having all mortgage documentation and declarations witnessed and sworn.
5) Searches on closing	€92.75	A fixed outlay cost. It is for completing searches against mortgagors on the date of completion.
6) Update folios	€5.00	A fixed outlay cost, payable to the Property Registration Authority to get up-to-date folios (during the course of the transaction) showing you as registered owner of your property.
7) Registration of new charge	€175.00	This is a fixed outlay cost, payable to the Property Registration Authority ("PRA") to register the new mortgage (charge) in favour of your new lender.
8) Registration of vacate	€40.00	This is a fixed outlay cost, payable to the PRA to record the discharge of your existing mortgage. There is no cost if an e-discharge is lodged which is in the vast majority of cases.
9) Return of deeds to your new lender	€25.00	This is a fixed outlay cost. It is a charge to return your title deeds to your new lender to hold as security for your mortgage.
10) Total outlays	**€598.50**	**The outlay total may vary depending on items 1,2, and 8**
TOTAL AMOUNT	**€1,576.35**	**Total including professional fee and outlays**
TOTAL AMOUNT	**€1,500.00**	**TOTAL AMOUNT DUE TO JACOB LAW LLP ROUNDED TO A FIXED MAXIMUM**

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4.4.4 Further Costs Subject to Circumstances

If your mortgage switch is connected to a property transfer - for example, if you are raising money to buy out a partner's share as part of a separation or divorce - this will involve additional legal work. That means there will be an additional professional fee and possible extra expenses, depending on the type of transfer.

The exact costs will depend on how complex the transaction is and the details of your case. At the start, we will explain what's involved, give you an estimate of the likely costs, and let you know how much extra time it may take.

We will go through everything with you in detail, and we will only move forward once you confirm that:

- you are happy to proceed,
- you understand the extra fees involved, and
- you agree to the costs.

4.5 When is payment due

4.5.1 Payment

Fees are payable upon completion of the legal transaction.

4.5.1.1 Buying a new build payment

If you are purchasing a new build, then 50% of the professional fee plus VAT is payable at the time of signing contracts.

In ALL cases where a part payment of the professional fee has been made, the balance due on completion will be the fixed professional fee less the part payment already made.

4.5.2 Third Party Payments

As a matter of firm policy, we do not accept funds into our client account from any person or entity other than our client.

All funds due to us in connection with your matter must be remitted directly from a bank account held in your name. We will not accept funds from third parties under any circumstances.

If funds are received from a third party, we reserve the right to return those funds to the originating account without notice and without accepting responsibility for any delay, loss, or additional costs arising as a result.

We shall not be liable for any delay or consequences arising from compliance with this policy.

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4.6 How costs are calculated

The legal fee quoted and to be charged is calculated based on the following matters:

a) The complexity and novelty of the issues involved in the legal work.
b) The skill or specialised knowledge relevant to the matter which the legal practitioner has applied to the matter.
c) The time and labour that the legal practitioner has expended on the matter.
d) The urgency attached to the matter by the client and whether this requires or required the legal practitioner to give priority to that matter over other matters.
e) The place and circumstances in which the matter was transacted.
f) The number, importance, and complexity of the documents that the legal practitioner was required to draft, prepare, or examine.
g) Where money, property, or an interest in the property is involved, the amount of the money, or the value of the property, or the interest in the property concerned.
h) Whether or not there is an agreement to limit the liability of the legal practitioner under s. 48 of the LSRA (limitation of legal practitioner's liability by contract).
i) Whether or not the legal practitioner necessarily undertook research or investigative work and, if so, the timescale within which such work was required to be completed.
j) The use and costs of other expertise engaged by the legal practitioner and whether such costs were necessary and reasonable.
k) <u>This fee does not include:</u>
   - Dealing with any outstanding LPT or NPPR queries or valuations,
   - Planning difficulties caused by lack of planning permission(s),
   - Boundary disputes or inconsistencies in PRA mapping of the property,
   - Dealing with a management company,
   - Advise or guidance on taxation issues,
   - Problems concerning your loan or drawdown (apart from standard queries).
l) If any additional work arises due to issues arising under item (11) which hopefully is unlikely, we will advise you of:
   - The nature of the problem,
   - What it is likely to cost to rectify the problem,
   - Obtain your agreement in writing to these costs before proceeding with the additional work.
m) Add the cost of the additional work to the original professional fee charged.

4.7 Method of payment

The payment will be by wire transfer to our client account by Same Day Money Transfer (SDMT).

4.8 If the transaction does not proceed

If you do not proceed with your transaction, there **<u>will not</u>** be a professional fee charged to you.

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5. Surplus and refunds due back to you

5.1 Sale Transactions

Where there is a surplus from the sale of your property (after your loan has been fully redeemed and all associated costs, including our professional fees and outlays, have been discharged), the remaining balance ("Surplus Funds") will be refunded to you.

We aim to have this refund processed and returned to you within **24 hours** of completion and in any event **no later than 48 hours**, provided that all client account and banking details have been confirmed and verified.

5.2 Refinance Transactions

In the case of refinance transactions, the same principle applies as outlined in Clause 5.1. Once your outgoing loan has been redeemed and the new mortgage funds have been applied, any Surplus Funds will be refunded to you within **24 to 48 hours** of completion.

5.3 All Transactions - Small Refunds Policy

5.3 All Transactions - Small Refunds Policy
From time to time, a small surplus balance may remain on completion of your purchase or other transaction. While such amounts are usually minor, collectively they can make a meaningful contribution when directed toward charitable causes. With your prior written agreement and with your consent we could like to allocate these small residual balances to our Charity Contribution Fund.

To ensure transparency and consistency, the following refund policy will apply:
Refunds up to €20: If the balance on your account is under €20, then, with your prior agreement and consent, it will be donated to our charity initiative.
Refunds between €20 and €50: If the balance is between €20 and €50, we will obtain your prior agreement and consent. However, since it is over €20, we will also send you a confirmation email to advise you of the outstanding balance and ask if you would like to receive the money back. If not, it will be donated to the Charity Initiative.
Refunds over €50: If the balance is over €50 – it will be automatically refunded to you.

Jacob Law LLP will also make an **additional contribution** to the same charities. These funds will be donated mainly in **December of each year, but also throughout the year** to designated charities chosen by the firm. Clients will be notified of the total amount raised and the charities supported.

5.4 Client Consent and Transparency

By signing our **Terms of Engagement** or otherwise instructing Jacob Law LLP to act on your behalf, you confirm your understanding and acceptance of this Small Refunds Policy. You may **opt out at any time** by notifying us via email that you wish to receive all surpluses, regardless of amount.

Partners: Steven Jacob, Damian Woods

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Jacob Law LLP will maintain a full accounting record of all surplus funds retained and donated under this policy, which will be available for inspection upon reasonable request.

6. What we expect from you

It is important that:

- The information and documentation provided to us by you is honest, accurate and correct.
- Any queries or requirements that we might have to progress your case are dealt with as quickly and reasonably as possible.
- You deal with us in a courteous and professional manner.

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

6.2 Power to sign documents

When you employ us to handle your case or transaction, we may require your permission to re-sign documents already signed by you. This is just for convenience. It would occur 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 a consent form allowing us to do so.

6.3 Authority to endorse cheques

If 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.

6.4 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.

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7. Anti Money Laundering (AML)

7.1 Legal and Regulatory Obligations

Under the Criminal Justice (Money Laundering & Terrorist Financing) Acts 2010–2018 and the Solicitors (Money Laundering & Terrorist Financing) Regulations 2020 (SI 377/2020), solicitors are designated persons with statutory AML obligations. We must independently verify client identity; the source and legitimacy of funds used in property transactions and report any suspicious activity. These obligations cannot be delegated or outsourced to brokers or third parties. We are required to make reasonable enquiries and obtain documentation to confirm that all funds come from legitimate sources.

7.2 Client Identification

Before proceeding with any property transaction, you must provide:

- Valid Photo ID – e.g. passport or driver's licence
- Proof of Address – e.g. recent utility bill or official government correspondence
- Source of Funds (SoF) & Source of Wealth (SoW)

As part of AML compliance:

  - SoF refers to where the actual money used in the property transaction originates (e.g. savings, loan, sale of another property).
  - SoW refers to how you acquired your overall wealth (e.g. employment, business, inheritance).

7.3 Required Documentation

Depending on your circumstances, we may request one or more of the following: bank statements showing accumulation of funds, salary slips or employer confirmation, loan agreements, tax returns, sale contracts for other assets, gift letters (if receiving funds from a third party), probate or inheritance documents.

6.3.1 Assessment of Documentation

We will assess all information provided to confirm that your funds are legitimate and appropriate for use in the property transaction, in compliance with legal regulations.

7.4 Ongoing Requirements

You must inform us of any changes in your financial situation or if new sources of funds will be used. Additional verification may be required in such cases. For further guidance, see: https://www.lawsociety.ie/Solicitors/regulation/anti-money-laundering-aml.

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8. Summary of documentation needed in order to proceed on your behalf

In order to proceed, we are obliged under anti-money laundering regulations to be sure of your identity and source of assets before we can take on your case. We also need this information to complete the necessary legal documents that you will need to complete, at various stages, during the purchase transaction.

Identity: You will need to give us evidence of your identity, such as your driving licence or passport, even if we already know you.

Address: We will also need you to give us a document showing your permanent address, for example a utility bill, telephone bill, or bank statement.

Source of assets: Any funds or property that you ask us to deal with must have been legally obtained. 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. We will immediately stop acting for you if we must report illegal assets. Even when we are not obliged to 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. In this situation, you would have to legalise your position before we could act on your behalf.

PPS Number: We require a note of your PPS number as this will be required to enable the purchaser to stamp and register their Title. Where possible, where you have a letter from the Revenue Commissioners with a note of your PPS number on it please forward a copy of the same as many purchasers Solicitors insist on documentary evidence of your PPS number.

Evidence of Marital Status: In order to prepare various legal documents relating to the purchase of your property we require confirmation of your marital status, and where applicable evidence to prove this.

You simply need to advise us what your status is and send us in the relevant documentation (where relevant).

If you are:

- **Single:** We just need you to confirm this to us by email.
- **Currently Married:** We need a copy of your Marriage Certificate.
- **Previously Married:** We need a copy of your Marriage Certificate and Separation Agreement /Divorce/Nullity Cert.
- **Widowed:** We need a copy of your Marriage Certificate, Death Certificate, Separation/Divorce/Nullity Cert (if applicable).
- **In a Civil Partnership:** We need a copy of your Civil Partnership Certificate.
- **In a Previous Civil Partnership:** We need a copy of Civil Partnership Certificate, Separation/Dissolution Cert/Nullity Cert.
- **Surviving Civil Partner:** We need a copy of Civil Partnership Certificate, Death Certificate, Separation/Dissolution/ Nullity Cert (if applicable).
- **Cohabitant:** We just need you to confirm this to us by email.
- **Previous Cohabitant:** We just need you to confirm this to us by email.

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9. Data Consent and Privacy

9.1 An introduction

This Privacy Statement covers our treatment of your personal information that we gather when you are using our services or when you contact us in any manner. We gather various types of information, including information that identifies you as an individual ("Personal Information") as explained in more detail below.

When you employ us to provide legal services to you, you are giving us permission to hold information and personal data for our records. This notice sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. The following is a statement of our practices regarding your personal data and how we will treat it. The applicable law is the Data Protection Acts 1988 to 2018 (as amended) and from 25th May 2018, the General Data Protection Regulation (the GDPR).

For the purpose of the EU General Data Protection Regulation 2016/679 and the Data Protection Act 2018 (the "Act"), the data controller is Jacob Law LLP whose business office is at 31/32 The Mall, Waterford, Co. Waterford, X91 XP7T, Ireland

9.2 What does this privacy statement cover

This Privacy Statement covers our treatment of your personal information that we gather when you are using our services or when you contact us in any manner. We gather various types of information, including information that identifies you as an individual ("*Personal Information*") as explained in more detail below.

9.3 What information do we collect

We collect information from you from three (3) main sources. This includes information we collect, (1) directly from you as a client, (2) from marketing and relationship management purposes, and (3) information we automatically collect when you visit our website.

9.3.1. Personal Information we collect directly from you as a client

We collect the following Personal Information directly from you or the organisation you are connected with when you or the organisation enquires about or engages us to provide legal advice or legal services:

- Your name,
- Documentation confirming your identity, such as your driving licence or passport,
- Your contact details include your postal address, email address and phone numbers,
- Publicly available information,
- Your communications with staff of Jacob Law LLP,
- Your meetings with Jacob Law LLP,
- Financial information to make or receive payments to and from you,
- Financial information required to complete our Anti-Money Laundering Checks,
- Any information which is provided to us by you or on your behalf.

It is your responsibility to ensure that all Personal Information you provide us with is complete, accurate and up to date in all respects and not misleading. Our ability to provide our advice and services, and the quality thereof, may be negatively affected if you fail to do so. You may provide Personal Information about yourself or about other people to us during the course of our dealings with you. Whenever you provide us with Personal Information about another person, you must ensure that you are entitled to disclose the Personal Information relating to that other person to Jacob Law LLP and that we may process that Personal Information in accordance with this Privacy Statement without having to take any further steps. It is your responsibility to ensure that the person concerned is aware of the content of this Privacy Statement.

9.3.2 Personal information we collect for marketing and relationship management purposes

We may collect your Personal Data for marketing and relationship management purposes when you or your organisation contact us or communicate with any Jacob Law LLP staff, when you supply your Personal Information to us via email, by telephone or otherwise; when you subscribe to, or express interest in, any of our newsletters or mailing lists; and when you attend, or express an interest in, any of our events or seminars.

We collect the following Personal Information from you:

- Your name,
- Your contact details, including your postal address, email address and phone number.

9.3.3 Personal information we automatically collect when you visit our website

We may collect information when you visit our website. Please see our Cookie Policy below.

We collect the following Personal Information from you:

- the name of the domain and host from which you access the internet,
- the internet protocol (IP) address of the computer which you are using,
- the browser software you are using,
- the operating system you are using,
- the date and time at which you are accessing the Website.

Jacob Law LLP will also collect information about your interaction with our website using cookies. For more information on how we use cookies, please see our Cookie Policy below.

9.4 How do we use and process the information

9.4.1 Process and use of personal information we collect directly from you as a client

We use and process Personal Information that we collect as follows:

9.4.1.1 Purposes related to and ancillary to entering into and performing our contract with you

It is necessary to provide us with your Personal Information on this basis as it is necessary to provide our services to you.

The consequence for not doing so is that we will not be able to perform the legal services for which you or your organisation engage us.

9.4.1.2 Where it is in our legitimate interest to do so. In particular:

- to enter into a contractual relationship with you,
- to provide legal advice or other services you have requested (including online internet or legal technology services or solutions for which our client engages us),
- managing and administering your financial relationship with Jacob Law LLP, including collecting funds to buy and/or sell and or refinance any property, for the payment of accounts and costs associated with any work carried out for you by Jacob law LLP,
- to conduct client due diligence and anti-money laundering checks,
- for purposes related and/or ancillary to any of the above or any other purpose for which your Personal Information was provided to us.

When we process your Personal Information based on our legitimate interests, we make sure to consider and balance any potential impact on you and your data protection rights. **We will not use your Personal Information for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted by law).** You have certain rights when we process your Personal Data on this basis. For more on exercising your data subject rights please see 'Exercise my Data Subject Rights'.

9.4.1.3 To comply with legal obligations to which we are subject. In particular:

- to comply with our legal and regulatory obligations,
- to conduct client due diligence checks,
- to comply with our obligations under anti-money laundering and terrorist financing legislation,
- to comply as appropriate with the Law Society of Ireland, Chartered Accountants Ireland and other relevant governmental and/or regulatory authorities or bodies,
- to conduct conflict checks,
- to establish, exercise and defend our legal rights and any legal proceedings which may arise,
- to prevent, detect and respond to actual or potential fraud or other illegal activities.

9.4.2 Personal Information we collect for marketing and relationship management purposes

The Personal Information that we collect is processed and used as follows:

9.4.2.1 As part of our business we may use some of your personal data for the purposes of:

- promoting our firm,
- updating you on new and/or additional services and /or enhanced services offered by Jacob Law LLP,
- inviting you to events and meetings,
- developing and maintaining our client relationship with you,
- conducting administrative and operational processes within our business,

- protecting the security and integrity of our premises, IT systems, online platforms and other systems,
- managing and administering our relationship with our business contacts and with our clients,
- sending you marketing material, newsletters, legal updates and other information.

When we process your Personal Information in this manner, we make sure to consider and balance any potential impact on you and your data protection rights**. We will not use your personal information for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted by law).** You have certain rights when we process your Personal Data on this basis. For more on exercising your data subject rights please see *'Exercise my Data Subject Rights'*.

9.4.3 Personal Information we automatically collect when you visit our website

The Personal Information that we collect is processed and used as follows:

9.4.3.1 In some instances we may have to use your personal data for the purpose of:

- providing you with access to our website and enabling you to use it,
- conducting administrative and operational processes within our business,
- protecting the security and integrity of our online platforms, IT systems and other systems,
- providing, improving, monitoring and testing the effectiveness of our website,
- ensuring the content on the Website is presented in an effective, accessible and user-friendly format,
- monitoring metrics such as numbers of visitors, traffic data and demographic patterns.

When we process your Personal Information in this manner, we make sure to consider and balance any potential impact on you and your data protection rights. **We will not use your personal information for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted by law).** You have certain rights when we process your Personal Data on this basis. For more on exercising your data subject rights please see 'Exercise my Data Subject Rights'.

9.5 How do we share your personal information

9.5.1 Personal Information we collect directly from you as a client

We may disclose some or all of the Personal Information we collect from you to certain trusted third parties in accordance with contractual arrangements we have in place with these third parties or as required by law, including:

- third parties such as barristers, foreign counsel, consultants, expert witnesses, advisors and technology service providers such as data room providers,
- your broker if you are using a broker associated with the purchase of your property,
- our auditors and professional advisors,
- suppliers and service providers to whom we outsource support services,
- IT service providers,
- parties involved in hosting or organising events or seminars,
- regulators and official authorities.

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9.5.2 Personal Information we collect for marketing and relationship management purposes

We may disclose some or all of the Personal Information we collect from you to certain trusted third parties in accordance with contractual arrangements we have in place with these third parties, including:

- third parties who assist us in marketing and promoting the firm,
- suppliers and service providers to whom we outsource support services,
- IT service providers,
- third parties involved in hosting or organising events or seminars.

9.5.3 Personal Information we automatically collect when you visit our website.

We may disclose some or all of the Personal Information we collect from you to certain trusted third parties in accordance with contractual arrangements we have in place with these third parties, including:

- suppliers and service providers to whom we outsource support services,
- IT service providers.

9.6 Is personal information about me secure

We use appropriate technical, organisational and administrative security measures to protect any information we hold in our records from loss, misuse, and unauthorized access, disclosure, alteration and destruction.

While Jacob Law LLP takes all due care in ensuring the privacy and integrity of the information that you provide to us, we recognise that no data transmission over the internet can be 100% guaranteed as secure. The possibility exists that this information could be unlawfully observed by a third party while in transit over the internet. Jacob Law LLP accepts no liability should this occur.

9.7 How long will we use your personal information

We will only retain your Personal Information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

9.8 Marketing Communications

If you have consented to receiving certain promotional or marketing communications from us, you can opt-out of receiving such promotional or marketing communications from us at any time, by using the unsubscribe link in the emails communications we send, or send us an email to info@jacoblaw.ie.

9.9 Exercise my data subject rights

You have the following rights under the GDPR, in certain circumstances and subject to certain exemptions, in relation to your personal data:

- **Right to access the data** – you have the right to request a copy of the personal data that we hold about you, together with other information about our processing of that personal data.
- **Right to rectification** – you have the right to request that any inaccurate data that is held about you is corrected, or if we have incomplete information, you may request that we update the information such that it is complete.
- **Right to erasure** – you have the right to request us to delete personal data that we hold about you. This is sometimes referred to as the right to be forgotten.
- **Right to restriction of processing or to object to processing** – you have the right to request that we no longer process your personal data for particular purposes, or to object to our processing of your personal data for particular purposes.
- **Right to data portability** – you have the right to request us to provide you, or a third party, with a copy of your personal data in a structured, commonly used machine-readable format.

In order to exercise any of the rights set out above, please contact us at the contact details at the start of this privacy notice. If we are processing personal data based on your consent, you may withdraw that consent at any time. This does not affect the lawfulness of processing which took place prior to its withdrawal. If you are unhappy with how we process personal information, we ask you to contact us so that we can rectify the situation. You may lodge a complaint with a supervisory authority. The Irish supervisory authority is the Data Protection Commission.

9.10 Will Jacob Law LLP ever change this privacy statement

We may need to change this Privacy Statement from time to time. We will alert you to material changes by, for example, placing a notice on our website and/or by sending you an email (if you have registered your e-mail details with us) when we are required to do so by applicable law. You are responsible for periodically reviewing this Privacy Statement.

9.11 What if I have questions about this privacy statement

If you have any questions or concerns regarding this Privacy Statement/or the Jacob Law LLP privacy policies, please send us a detailed message to info@jacoblaw.ie and we will try to resolve your concerns.

9.12 Confidentiality

We will always respect the confidentiality of your affairs. However, in the normal course of running a solicitor's practice, we must give access to bodies with legal powers, like:

- The Revenue Commissioners; or The Law Society of Ireland.
- We also use professional and other services, which will involve some access to files, including:
  - Accountants.

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- 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 services is reputable and, where appropriate, we will require them to sign letters of confidentiality.
- 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.

9.13 Sending Data to Commissioner for Oaths / Peace Commissioner

You consent to us sending information to the commissioner in advance of meeting him/her. We will send Proof of Identity and Proof of Address for *"Anti Money Laundering"* and *"Know Your Client "* purposes. We will also furnish him /her with information regarding the loan, so he/she is familiar with details of your new loan before the meeting.

9.14 Personal Data Submitted / blacking out

Jacob Law LLP is not responsible for blacking out any personal data. If you are submitting documentation to us which contains personal data of others or personal data that you do not wish us to have then you must ensure that that data is blacked out.

Please ensure that any confidential and sensitive data which you do not want us to have, such as bank account numbers, telephone numbers, addresses is blacked out.

9.15 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.

9.16 Other Persons contacting us on your behalf

We will not discuss your case with anyone else unless you have authorised us in advance to do so.

This authorisation will be contained in the online form you will complete at the start of your transaction.

This can be added to / subtracted from at any stage during the transaction.

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10. Cookies Policy

Cookies – A "*cookie*" is a bite-sized piece of data that is stored on your computer's hard drive. They are used by nearly all websites and do not harm your system. We use them to track your activity to help ensure you get the smoothest possible experience when visiting our website. We can use the information from cookies to ensure we present you with options tailored to your preferences on your next visit. We can also use cookies to analyse traffic

and for advertising purposes. If you want to check or change what types of cookies you accept, this can usually be altered within your browser settings. For more information on how to manage or disable cookies, please visit www.aboutcookies.org and www.allaboutcookies.org.

10.1 We use cookies to:

- Remember that you have visited us before; this means we can identify the number of unique visitors we receive. This allows us to make sure we have enough capacity for the number of users that we get.
- Customise elements of the promotional layout and/or content of the pages of the Site.
- Collect statistical information about how you use the website (including how long you spend on the site) and where you have come to the site from, so that we can improve the site and learn which parts of the site are most popular with visitors.
- To speed site navigation and recognise your access rights on the site.

Most web browsers automatically accept cookies but, you can change your browser to prevent that or to notify you each time a cookie is set. You can also learn more about cookies by visiting https://en.wikipedia.org /wiki/HTTP_cookie which includes additional useful information on cookies and how to block cookies using different types of browser. Please note, however, that by blocking or deleting cookies used on the website, you may not be able to take full advantage of the site.

The cookies used by us fall into these main categories: a) Necessary, b) Functionality, c) Performance, d) Analytics.

We also may use clear gifs in HTML-based emails sent to our users to track which emails are opened by recipients. This information is used to enable more accurate reporting, improve the effectiveness of our marketing, and make our Services and Websites better for our users.

We also utilise Google Analytics, a web analysis service provided by Google, to better understand your use of our Websites and Services. Google Analytics collects information such as how often users visit the Websites, what pages they visit and what other sites they used prior to visiting. Google uses the data collected to track and examine the use of the Websites, to prepare reports on its activities and share them with other Google services. Google may use the data collected on the Websites to contextualize and personalize the ads of its own advertising network. Google's ability to use and share information collected by Google Analytics about your visits to the Websites is restricted by the *Google Analytics Terms of Use* and the *Google Privacy Policy*. Google offers an opt-out mechanism for the web available here.

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11. What happens in case of problems or disagreements

11.1 Conflict of interest

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. We have internal procedures in place to make sure that we can identify a conflict before we accept your instructions. We aim to always give you independent advice. If, during your case or transaction, we become aware of a potential conflict of interest we will tell you about it. If for any reason we find that there is a conflict of interest we will immediately advise you of this and explain, in so far as we can, the reasons for the conflict of interest. We can then agree whether it would be appropriate for us to continue to act on your behalf. We will work with you and assist you as much as possible in transferring your file to another solicitor to act on your behalf. If the conflict of interest arises due to information not disclosed to us by you there may be a fee chargeable by the practice and for which you would be liable.

11.2 Making a complaint

If you are dis-satisfied with the service, we will do all we can to correct the problem and resolve the issue. Good communication between us will guarantee the best possible outcome. If you wish to make a complaint about any aspect of our service, please contact our office manager or email us at complaints@jacoblaw.ie. If the complaint is not resolved, you may contact the Legal Services Regulatory Authority.

12. Miscellaneous

12.1 Your file

By asking us to handle your case or transaction, you are agreeing to accept a photocopy (or electronic form) 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. We will charge a reasonable charge for each page of photocopying. If you are transferring to another solicitor, we will give you, or your new solicitor, the originals of all documents.

Once you pay us for our services and provided, we have done everything we promised to do, you can take your original file. We are entitled to copy this file to comply with solicitors' regulations. Generally, we keep a client's file for at least six years and then destroy it. However, we never destroy Deeds and Wills. If you need your file or information from the file, we can send this to you. We may charge you a fee for this service, based on the current rates at the time of your request. Usually, we keep a client's file for at least six years and then destroy it. However, we never destroy original deeds or wills.

12.2 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.

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We will issue a bill as soon as possible. Our fees must be discharged prior to the release of the file. We will charge a reasonable administration fee for the transfer of the file to you or your new solicitor. We are required by law to keep a copy of the file for a certain period.

12.3 Digital signature

To simplify the sale process, we use, where possible, digital (electronic) signatures.

To be legally binding, an electronic signature must meet the following requirements:

- It is uniquely linked to the signatory.
- It can identify the signatory.
- It is created using means that the signatory can maintain under their sole control, and it is linked to the data to which it relates, in such a manner that any subsequent change of the data is detectable.

We ensure that digital signatures comply with Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions, commonly known as eIDAS (electronic IDentification, Authentication and trust Services), which took direct effect in EU member states from 1 July 2016 and established a EU-wide legal framework for electronic signatures. We ensure that our digital signature solution is compliant with EU electronic signature technical standards and compliant with GDPR.

12.4 Video recording

As part of our dealings with you we will have a virtual (video) meeting using Microsoft Teams, Zoom or another digital platform. In these meetings we will advise you on your transaction and the documents you will sign (if applicable).

These meetings will be digitally recorded and a copy of all such records, stored with your file. These records will be retained for the duration of time we are legally required to retain your file, after the legal matter is concluded. After our meeting you will be sent a digital copy for your own records. These recordings are retained as an accurate record of what was discussed in our virtual meeting and the legal advice you received. It will be used by Jacob Law LLP in the event of a disagreement, dispute or where clarification of what was discussed is required. In signing these terms and conditions you consent to:

- The digital recording of all such meetings.
- The production of the relevant parts of the digital recording to third parties where applicable.

Please note that you can also call to meet us in person to sign the documentation.

12.5 Ending our contract

You can end this contract at any time, but we must first carry out any 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. We are also free to end the contract for a good reason, and on reasonable notice to you. We would do so if a client was acting unreasonably, unwilling to accept our advice or had not been truthful about facts relating to their case or transaction.

JACOB LAW LLP

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12.6 Enforcement of overall agreement

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

12.7 Governing Law and Jurisdiction

These Terms are governed by the laws of Ireland. Disputes will be subject to the exclusive jurisdiction of the Irish courts.

12.8 General queries or questions

If you have any questions or queries at any time, feel free to contact a member of our team by calling 051 271 013, filling out our Contact Us form on the website, or emailing us at info@jacoblaw.ie.

All the very best and we look forward to working with you.

Jacob Law LLP

March 2026