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EMPLOYEE HANDBOOK

DOYLE & COMPANY LLP (“The Firm”)

Employee Handbook

Abstract: This document specifies the company’s Human Resources policies.

Document summary

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Table of Contents

16. HANDBOOK ACKNOWLEDGMENT AND ACCEPTANCE 4

1. INTRODUCTION..... 5

2. THE FIRM..... 5

3. CONDITIONS OF SERVICE..... 5

3.1. PROBATIONARY PERIOD 5

3.2. WHAT IS EXPECTED OF YOU AS AN EMPLOYEE WITH THE FIRM 5

4. CONTRACT OF EMPLOYMENT 6

4.1. DOCUMENTS WHICH WE REQUIRE 6

4.2. CHANGES IN PERSONAL DETAILS 6

4.3. RESIGNATION AND NOTICE 6

4.4. RETIREMENT 6

4.5. PAYMENT OF EXPENSES 6

4.6. INTELLECTUAL PROPERTY RIGHTS 6

4.7. TERMINATION 6

5. COMMUNICATIONS..... 7

5.1. USE OF TELEPHONES, MOBILE PHONES AND THE INTERNET 7

5.2. INFORMATION AND CONSULTATION..... 7

5.3. MEETINGS 7

6. LEAVE..... 7

6.1. STATUTORY ENTITLEMENTS 7

7. SICK ABSENCE 11

7.4 ILLNESS WHILE AT WORK..... 11

7.5 ACCIDENTS AT WORK 12

8 REMUNERATION 12

8.1 RATE OF PAY..... 12

8.2 SALARY PAYSリップ..... 12

9 BENEFITS 12

ON SIGNING THEIR CONTRACT OF EMPLOYMENT, EMPLOYEES WILL BE ELIGIBLE TO THE FOLLOWING BENEFITS: 12

9.1 MEMBERSHIP OF PROFESSIONAL BODIES 12

9.2 FLU-JAB 12

9.3 CONVEYANCING SERVICE 12

9.4 TAX-SAVER TRAVEL SCHEME (DUBLIN ONLY) 12

9.5 CYCLE TO WORK SCHEME..... 13

9.6 EMPLOYMENT ASSISTANCE PROGRAM..... 13

THE EAP PROGRAM INCLUDES: 13

10 PENSION..... 13

11 TIMEKEEPING AND ATTENDANCE 13

11.1	WORKING HOURS	13
12	DISCIPLINE AND GRIEVANCE	13
12.1	DISCIPLINARY PROCEDURE	13
12.2	GRIEVANCE PROCEDURE	13
13	HEALTH AND SAFETY	14
13.1	SAFETY STATEMENT	14
13.2	NO SMOKING POLICY	14
13.3	FIRST AID	14
13.4	FIRE SAFETY	14
14	PERFORMANCE MANAGEMENT	14
15	DIVERSITY AND EQUALITY	14
15.1	HARASSMENT AND BULLYING POLICY	14
15.2	DIVERSITY	15
16	HANDBOOK ACKNOWLEDGEMENT AND ACCEPTANCE.....	15
16	HANDBOOK ACKKNOWLEDMENT AND ACCEPTANCE	

1. Introduction

Welcome to the the Firm team. The purpose of this handbook is to give details of your conditions or employment, entitlements and general information of what is expected of you as a member of our team.

The principle objectives of the Firm are:

- To achieve the highest standard of service to our clients in respect of quality of work, efficiency, consideration for clients interest and professional ethics
- To ensure that our staff have a high level of skill, knowledge and ability with commensurate rewards and job satisfaction. On joining the Firm you undergo an induction programme and we also discuss any training needs you may have so that we may include those in you initial training plan.

2. The Firm

Doyle & Company LLP is a medium sized general practice legal firm, offering a broad range of legal service to its clients from offices in Cabra, Dublin 7 and Blanchardstown, Dublin 15.

The Firm aims to provide a top class services to all of its clients , by providind decent, honest and practical advise. Part of the success of the Firm has been the commitment and ability of the personnel to “go the extra mile” for the client, allied to the independent balanced commercial advice and financial management structures we bring.

3. Conditions of service

3.1. Probationary Period

The first nine months of employment with the Firm is a probationary period. During this time you have the chance to see if you like working in your role with us and likewise we have the opportunity to assess your performance. On successful completion the probationary period the person to whom you report directly will appraise your performance.

3.2. What is expected of you as an Employee with the Firm

3.2.1. Confidentiality

The Firm has access to clients’ secrets therefore confidentiality and security is of prime importance. No one may use information obtained in the course of his or her duties for personal gain. The client affairs may not be discussed in any way whatsoever outside the office. The identity of any client should never be discussed outside the office. Where cases are cited in technical discussion great care must be taken so that details cannot lead to the identification of that client. On taking up employment all employees are required to sign a confidentiality agreement as a condition of their employment.

3.2.2. Courtesy

We expect the highest levels of courtesy at all times when dealing with clients and colleagues.

3.2.3. Appearance

Appearance is as important as courtesy to clients therefore it is essential that all employees are dressed conservatively. Employees are not permitted to wear jeans.

3.2.4. Standards Compliance

At the Firm we have created our own house style. Our aim is to present a professional and consistent quality in all documentation which we produce. You should refer to this guide when preparing new documents.

4. Contract of Employment

When offered a position with the Firm you will have received a letter of employment, which give details of your salary, hours and other information relating specifically to your own position.

4.1. Documents which we require

When you report for duty on your first day you should bring your income tax form and details of your bank account as your salary is paid directly into your bank.

4.2. Changes in personal details

If any of your personal details such as name, address or status change please inform us immediately.

4.3. Resignation and Notice

Notice periods are outlined in your letter of employment. Any resignation should be given in writing to the Firm. Any property belonging to the company such as computers etc must be returned on the last day of service.

4.4. Retirement

The normal retirement age is 65. It is our policy that all employees retire at the end of the month in which their 65th birthday is reached.

4.5. Payment of Expenses

You shall be reimbursed for all reasonable and approved out of pocket expenses incurred by you in the performance of your duties for the company. To claim expenses you should complete the Expenses Claim Form and attach receipts.

4.6. Intellectual Property Rights

All documents, correspondence and material of which you are the author or originator while employed by the Firm shall be the exclusive property of the Firm.

4.7. Termination

Either party can terminate the Contract of Employment by giving the appropriate notice as outlined in your statement of Main Terms of employment, in writing to the other party.

5. Communications

5.1. Use of telephones, mobile phones and the Internet

The office phones, company mobile phones and the Internet are provided for the use in relation to the business. The reasonable use of such facilities in an employee's own time is permitted however if such use is deemed to be excessive this privilege may be withdrawn.

5.2. Information and consultation

The Firm is committed to keeping employees informed and consulted on important matters. All employees are encouraged to be innovative in coming forward with ideas and suggestions for improving the ways the Firm conducts its business.

5.3. Meetings

The Firm will have team meetings from time to time and all employees are required to attend when invited.

6. Leave

6.1. Statutory entitlements

6.1.1. Public holidays

There are 9 public holidays in the year. They occur on New Years Day, St. Patrick's Day (or the following Monday if March 17th falls on a weekend), Easter Monday, the 1st Monday in May, the 1st Monday in June, the 1st Monday in August, the last Monday in October, Christmas Day and St. Stephen's Day (or the following Monday and/or Tuesday if Christmas Day and St. Stephen's Day fall on a weekend).

6.1.2. Annual leave

The holiday year is from 1st January to 31st December each year. All annual leave must be taken within this period and carry over will only be allowed with prior consultation and approval. Every employee is entitled to 20 days holidays per year pro rata. Annual leave is calculated on a pro rata basis therefore if an employee has joined the Firm and has not completed a full year, he/she will be entitled to annual leave according to the amount of time he/she has served.

6.1.3. Applying for Annual Leave

Any employee in a position that requires a replacement while they are on holidays must make their application at least two weeks in advance. All annual leave applications should be made to Caolan Doyle using the Annual Leave Register on Microsoft Teams. As the Firm may close over the Christmas period, employees may be required to reserve some of their annual leave entitlement for the days on which the office is closed.

When applying for leave you should always take into account the impact this may have on the client you are working with at the time. If necessary, arrangements should be made to ensure that the client

continues to be supported while you are on leave. This particularly applies to any leave taken at short notice.

6.1.4. Maternity Leave

This policy outlines the entitlements and responsibilities of pregnant employees as outlined by the Maternity (Protection of Employees) Acts 1994-2004.

(a) Employees are entitled to 26 consecutive weeks maternity leave of which at least two weeks must be taken before the date of confinement and at least four weeks after the date of birth.

(b) While on maternity leave an employee, subject to qualification, is entitled to a maternity benefit from the Department of Social Protection. At the end of maternity leave the employee will be entitled to return to her original job, or a job of a similar nature, under terms and conditions no less favourable than those which would have applied if she had not been absent.

(c) An employee may avail of an additional 16 consecutive week's unpaid leave commencing immediately after her maternity leave.

(d) Employees should notify their manager at the earliest opportunity of their pregnancy and date of confinement.

(e) An employee may be required to submit a medical certificate to confirm the pregnancy.

(f) An appropriate risk assessment will be conducted with the employee.

(g) Employees must give their manager at least four weeks written notice of their intention to take maternity leave.

(h) An employee must give four weeks written notice of their intention to return from maternity leave.

(i) If an employee intends on taking additional maternity leave, they must give their manager at least four weeks written notice.

(j) An employee is entitled to paid time off during working time for ante-natal and post-natal medical appointments at the discretion of the Firm.

(k) A father can be entitled to statutory leave upon the birth of their child in the circumstances where the mother dies within 24 weeks of the birth of the child. In such circumstances, the father would be entitled to take the remainder of the mother's maternity leave outstanding at the time of death.

In these circumstances, the father would also have the option to take the additional 16 weeks of maternity leave.

6.1.4. Breastfeeding

(a) An employee who is breastfeeding will be entitled to a) reduce her hours by one hour per day for the purposes of breastfeeding other than in the work place; or b) take breaks equivalent to one hour per day for the purposes of breastfeeding in the workplace.

(b) "Breastfeeding" means breastfeeding a child or expressing breast milk and feeding it to a child immediately or storing it for the purposes of feeding it to a child at a later time.

(c) This entitlement may be availed of for up to 26 weeks after the date of birth of the child.

(d) Breastfeeding breaks may be taken as one 60-minute break, two 30 minute breaks, or three 20 minute breaks per day as agreed with your manager. Part-time employees will be entitled to a pro-rata benefit to that provided to full-time employees.

(e) The employee must inform their manager of their intention to avail of work breaks when advising the company that she will be returning to work, which is not later than four weeks before the intended

return to work date. The employee should include a copy of the child's birth certificate with such an application.

(f) Availing of such breaks will not result in any reduction of pay for the employee.

6.1.5. Adoptive Leave

(a) Under the Adoptive Leave Act 1995-2005, an adopting mother or sole male adopter who is in employment is entitled to twenty four weeks of adoption leave from work from the date of the placement of the child.

(b) Payments from the Department of Social Protection will be made during such leave.

(c) The employer must be given a minimum of four weeks' notice in writing of an employee's intention to take adoptive leave and the expected placement of the child.

(d) Certification of placement of the child must be given to the employer as soon as it is reasonably practicable but no later than 4 weeks of the date of the placement.

(e) Employees will be entitled to paid time off work to attend preparation classes and pre-adoption meetings with social workers required during the pre-adoption process.

(f) Up to sixteen weeks of consecutive additional adoptive leave may be taken after an employee's original adoptive leave ends.

(g) Written notice of additional adoptive leave must be given by the employee at least four weeks before the intention to take this leave.

(h) The employee must notify the employer in writing at least four weeks before the date on which the employee intends to return to work after the adoption.

(i) An employee returning from adoption leave will be entitled to return to their original job, or a job of a similar nature, under terms and conditions no less favourable than those which would have applied if they had not been absent.

6.1.6. Paternity Leave

(a) Paternity leave, for the purposes of the Paternity Leave and Benefit Act 2016, is an entitlement for relevant parents in relation to a child, to an entitlement of a single period of two weeks of leave for the purposes of caring for their child.

(b) While on paternity leave a worker, subject to qualification, is entitled to paternity leave benefit from the Department of Social Protection. At the end of paternity leave a worker will be entitled to return to their original job, or a job of a similar nature, under terms and conditions no less favourable to those which would have applied if they had not been absent.

(c) A "relevant parent" can be:

- the father of the child,
- the spouse/cohabitant civil partner of the child's mother,
- the parents of a donor-conceived child, or
- a sole male adopter.

(d) In the case of multiple births or where a two or more children are adopted at the same time, a relevant parent shall only be entitled to one period of paternity leave.

(e) A worker should give notice of their intention to take paternity leave. Such notice should be given:

- in writing,

- as soon as reasonably practicable,
- but not later than 4 weeks before the expected date of confinement of the expectant mother, or before the expected day of placement,
- accompanied with a medical certificate or other appropriate documentation confirming the date of confinement of the expected mother or a copy of the certificate of placement.

(g) Generally, paternity leave shall commence on the day that the relevant parent has selected in their notification but not earlier than the date of confinement of the child or the placement date in the case of adoption, and not later than 26 weeks after such date.

(h) Where a worker becomes sick before commencing paternity leave and they wish to postpone the leave, they should give written notice as soon as reasonably practicable after becoming sick and accompany the relevant medical evidence. In such circumstances, paternity leave can be postponed ending not later than 28 weeks after the date of birth or placement in the case of adoption.

(i) Where the date of birth occurs in a week that is 4 weeks or more before the expected date of confinement, the relevant parent shall be deemed to have complied with the notice requirements if the notification is given in the period of 7 days commencing on the date of birth.

(j) Where the day of adoption placement is postponed or the date of birth occurs after the date selected by a worker outlined in his/her notification, the worker shall be entitled to select another date on which the paternity leave shall commence.

(k) Where a relevant parent is employed under a contract of employment for a fixed term and the contract expires before the day which would be the last day of his/her paternity leave, then the last day of his/her paternity leave shall be the day on which the contract expires.

(l) Where extenuating or tragic circumstances occur, such as the hospitalisation of the child, a stillbirth, death of a parent or death of a newborn child, please contact your Supervisor/Manager in such circumstances so that arrangements can be made in line with the legislation.

(m) Abuse of paternity leave will not be tolerated. Where management have reason to believe that a worker is abusing their entitlement to paternity leave, the company will take appropriate action.

6.1.8 Force Majeure Leave

(a) An employee is entitled to Force majeure leave where their immediate presence is needed due to the sickness or injury of a close relative.

(b) Force majeure leave is paid leave that is limited to three days in any one year period and up to five days in any three year period. Absence for part of a day is considered as a whole day in accordance with the limitation.

(c) Upon return to work, the employee must submit a written notice outlining the facts which made it necessary to take the leave and provide any necessary documentation along with the notice.

6.1.9 Carer's Leave

(a) An employee may avail of unpaid leave from his/her employment to enable him/her to personally provide full-time care and attention for a person who is in need of such care.

(b) The period of leave to which an employee is entitled is subject to a maximum of 104 weeks in respect of any one care-recipient.

(c) In order to avail of Carer's leave an employee must fulfil the following conditions:

- The employee must have completed at least 12 months of continuous service before the commencement of the leave.

- The employee must intend to take Carer's leave for the purpose of personally providing full-time care and attention to a relevant person who is in need of such and must actually do so for the duration of the leave.
- The requirement to provide full-time care and attention will be assessed on an individual basis by the Department of Social Protection.
- The relevant person must be deemed to be in need of full-time care and attention by a deciding officer of the Department of Social Protection.

(d) An employee must give written notice of their intention to take Carer's leave a minimum of six weeks before the employee proposes to commence the leave. The notice must contain the date which the employee proposes to commence the leave, the proposed duration of the leave, the manner in which the employee proposes to take the leave and a statement to confirm that an application has been made for a decision in relation to the care of the relevant person to the Department of Social Protection. The employee must furnish the employer with the decision of the deciding officer from the Department of Social Protection as soon as practical.

6.1.10. Bereavement Leave

Bereavement leave is at the discretion of management.

7. Sick absence

7.1 Employees must notify the office by 9am on the first day of illness. The office will in turn notify the client. Employees must also confirm daily if they are going to be missing through illness subsequently.

If the absence is medically certified the certificate should be forwarded to the office, no later than the third day of absence. For extended periods of absence, the company must be notified one day prior to the expiry of a medical certificate and specifying whether the employee will be returning after the medical certificate expires or whether the absence expected to continue.

On returning to work a fit to return certificate may be requested before the employee may resume duty.

7.2 Social Welfare Benefit

When an employee is sick and obtains a medical certificate from his or her doctor he or she should always ask the doctor for the appropriate claim for the Department of Social Welfare in order to obtain a refund of salary which when obtained must be refunded to the Firm, if the Firm has paid your salary during your absence, which may be done at the discretion of the Firm. Social Welfare Benefit can only be claimed for continuous illness of 3 days or more duration.

7.3 Medical Examinations

The Firm reserves the right to request a second opinion either during an illness or just before an employee returns to work. For this the Firm will make the appointment with the doctor of its choice, will notify the employee at least one day before the appointment and will pay the fees of the doctor and any other tests which the doctor may request.

7.4 Illness while at Work

In the event of the employee having to leave the office or a client's premises during the day the staff member should ensure that either Caolan Doyle another member of staff is made aware of this immediately, also the client if on a client's premises.

7.5 Accidents at work

Any accident at work should be reported to Caolan Doyle immediately. Accidents at work must also be reported to the Health and Safety Authority. See the Firm's Safety Statement for details.

8 Remuneration

8.1 Rate of Pay

Your rate of pay will be as agreed in your contract. Your salary is paid monthly (or weekly at the firms discretion) in arrears by credit transfer at the end of each month. Your payslip is distributed accordingly.

8.2 Salary Payslip

The information contained in your payslip includes the following:

- Employee name
- PPS number
- Gross Salary
- Statutory deductions (PAYE, PRSI)
- Pension Deductions / Contributions
- Details of tax credits
- Cumulative pay
- Cumulative deductions

9 Benefits

On signing their Contract of Employment, employees will be eligible to the following benefits:

9.1 Membership of professional bodies

The Firm will pay annual subscription fees to professional bodies appropriate to your duties for qualified professionals.

9.2 Flu-jab

The Firm will arrange to discharge the Doctors Fee for any staff taking the flu-jab at one of our partner pharmacies or doctors surgeries.

9.3 Conveyancing Service

At the discretion of the partners, the Firm will allow for discounted conveyancing fees for houses both or sold through the firm.

9.4 Tax-Saver Travel Scheme (Dublin only)

The Tax saver scheme covers, bus, rail and the Luas tram system and you can get a ticket that covers more than one operator (for example, an integrated ticket covering Luas and Dublin Bus services).

Employees can receive tickets either as part of their salary package (salary sacrifice), in lieu of an annual cash bonus, or as a benefit-in-kind. Tax saver tickets are not subject to tax, PRSI or USC. Employees only have to pay tax, PRSI and USC on the "money" portion of their salary.

Employees can save between 31% and 52% of travel costs as a result of tax, PRSI and USC savings by using a TaxSaver ticket

9.5 Cycle to work scheme

The Firm will facilitate your purchasing of a bike or bike equipment through the cycle to work scheme. The **scheme** covers your new **bike** and gear, so you can get moving in style and save up to 52% of the retail price of **bike** and equipment through salary sacrifice.

9.6 Employment Assistance Program

We have partnered with Laya Healthcare for their Employee Assistance Programme, or EAP, provides employees with easy access to a wide variety of mental health, as well as practical, services to help employees through a whole host of personal or work related issues, while helping to equip them with the tools they need to proactively protect and manage their mental health.

The EAP Program includes:

- 24/7 freephone support
- 6 sessions of counselling per issue (telephone, video or face to face)
- Employee, partner/spouse all covered
- Additional services – Financial advice, life coaching, parenting
- Laya EAP Digital portal access
- Digital Wellbeing content

10 Pension

You will be responsible for the provision of your own pension, life assurance and permanent health insurance arrangements. A PRSA Scheme is in place and may be availed of through arrangements with the Accounts Department.

11 Timekeeping and attendance

11.1 Working hours

Your normal working hours are 9:00 a.m. to 5:30 p.m. Monday to Friday, with a one-hour break for lunch. Employees may from time to time be required to spend additional time at client premises or in the office and flexibility is sought and given in regard of such extra hours work.

12 Discipline and grievance

12.1 Disciplinary Procedure

The Firm reserves the right to take disciplinary action when deemed necessary. Before taking any disciplinary action, the Firm may make investigation and inquiry which may include a fact-finding meeting with you as is reasonable in all circumstances. In the event of perceived misconduct, the company will be entitled to suspend you forthwith in order to consider and investigate the allegation and decide what action and procedure would be appropriate. Remuneration may be payable to you during any such suspension depending on the seriousness of the incident. Deliberate breach of client confidentiality is deemed as gross misconduct and may lead to disciplinary action up to and including dismissal. Less serious incidents may lead to written warnings.

12.2 Grievance Procedure

If at any time you have a grievance relating to your employment you should raise the matter with Caolan Doyle.

13 Health and safety

13.1 Safety Statement

The Firm is committed to providing a safe and healthy work environment. Caolan Doyle is the Safety Representative of the firm. A copy of the Firm's Safety Statement is available in reception. It is your duty, as employee to take reasonable care of both your own personal health and safety at work and that of persons who may be affected by your actions or omissions at work personal health and safety at work and that of persons who may be affected by your actions or omissions at work. You are also required to comply with any statutory regulations or safety and health at work requirements with any clients when working on their premises.

13.2 No Smoking Policy

Smoking is forbidden at all times throughout the building.

13.3 First aid

A first aid box is located in the toilet.

13.4 Fire safety

13.4.1 Office Equipment

Please ensure that any equipment has been switched off before you leave the office in the evening.

13.4.2 Evacuation of Premises

On hearing the fire alarm bell, you should leave the building either through the front door or the back door. You should then make your way to the assembly point, which is at the Cabra Staff Car Park, and Main Street in Blanchardstown. When exiting the building walk do not run and do not stop to collect any personal belongings. You should not re-enter the building under any circumstances until you are told that it is safe to do so.

14 Performance management

The Firm's performance management process is as follows. Objectives will be agreed for each employee at the start of the year 1st January to 31st December. At the time of agreeing objectives, a personal development plan for the year will also be agreed. Performance reviews will be conducted for each employee at the end of the Firm's year, usually in December 2021. An appraisal will also be conducted at the end of the nine-month probationary period.

15 Diversity and equality

15.1 Harassment and bullying policy

Harassment and/or bullying of fellow employees are not tolerated. Any such alleged misconduct will be investigated and may lead to disciplinary action, up to and including dismissal.

15.2 Diversity

The Firm respects and values the diversity among its employees and all those with whom it does business. The Firm is committed to creating and maintaining a work environment which does not discriminate directly or indirectly on grounds of gender, marital status, family status, sexual orientation, religious belief, disability, race or ethnic origin, members of the travelling community and age. Decisions on recruitment, selection, pay, terms and conditions, training and development, promotion, performance appraisal, access to benefits and termination on employment will be based solely on objective and business-related activity. Every employee is expected to conduct him- or herself with high standards of courtesy and consideration in the workplace, at work related events and when doing business on behalf of the Firm.

16 Handbook Acknowledgement and Acceptance

I _____ confirm that I have received a copy of the Employee Handbook.

I acknowledge that it is my responsibility to read and familiarize myself with the information within the Handbook. I understand that it is my responsibility to contact my supervisor regarding any questions which are not answered by the Employee Handbook. I agree to comply with the procedures and policies as outlined in the handbook.

Employee's Signature: _____

Date: _____

**Doyle & Company LLP Solicitors
Privacy Notice (employees)**

1. Who we are:

We are Doyle & Company LLP Solicitors of 123 Cabra Road, Dublin 7 and 1 Main Street, Blanchardstown, Dublin 15 You can contact us at this address by post or by email at mail@doyleandcompany.ie

Our data protection representative is Caolán Doyle (018335067)

2. Why we process your data, the lawful basis for processing your data and who we share it with

A. We process the data of our employees

- in order to administer the employment relationship
- To keep proper records of payments for tax purposes

The legal bases on which we process personal data of our employees in the manner described above are:

- where any such processing is necessary for the performance of your employment contract with us;
- our legitimate interests in conducting our business in a responsible and commercially prudent manner. We will not process your personal data for these purposes if to do so would constitute an unwarranted interference with your own interests, rights and freedoms;
- to comply with our legal and regulatory obligations; and
- in limited circumstances, your consent (where we have sought it and you have provided it to us), and in which case, you can withdraw your consent at any time;

The legal bases on which we collect, process and transfer special categories of data relating to you (e.g. health data) in the manner described above are:

- where such processing is necessary to comply with our obligations or exercise our rights under employment and social security and social protection law;
- to enable you to exercise your rights under employment and social security and social protection law;
- where such processing is necessary to assess your working capacity; and
- in limited circumstances, your explicit consent (where we have sought it and you have provided it to us), and in which case, you can withdraw your consent at any time.

We share this data with our book-keeper and accountant. We will also set you up with an email address through our email service provider and provide you with a log-in to our practice management solution. Our service providers may only process the data of our employees for the purpose of providing us with their services, and no other purpose.

We may also share certain parts of this data with our clients, counterparty solicitors and other persons that you will liaise with in the course of your employment.

We are also required to share certain parts of this data with competent regulatory authorities and bodies as requested or required by law.

We will retain this data for between 6 and 15 years.

3. Transfers of data outside the European Economic Area

We may transfer data to a service provider located outside the EEA. The safeguard we have put in place for this transfer is to enter into European Commission approved standard contractual clauses with the provider.

4. Information received from third parties and the source of that data

We may receive third party sources of personal data from the internet, insurance companies, public records, court records or other solicitors or professionals.

5. Your rights relating to personal data

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 data, 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.

6. Requirement to process personal data

The provision of your personal data for the purposes described above is a contractual requirement. In addition, we may need to process your personal data to comply with statutory requirements, such as keeping proper records of payments to employees. We

cannot continue to employ you or administer the employment relationship if you fail to provide your personal data for the purposes described above.

7. Automated decision-making and profiling

We do not use any personal data for the purpose of automated decision-making or profiling.