DOYLE & COMPANY LLP OFFICE MANUAL

DOYLE & COMPANY LLP Solicitors 123 Cabra Road Dublin 7

- AND -

Main Street Blanchardstown Dublin 15

Doyle & Company LLP - Directions on Office Procedure Amendment to Office Manual

To: ALL STAFF

1. <u>Practice note to those receiving phone calls from new clients - Old</u> <u>Clients/Existing Clients</u>

New Client enquiries should be marked urgent or with a colour when being distributed to fee earners. As much helpful information to facilitate the fee earner estimating the professional fee would be of help, i.e. clients referred by a particular client, previous clients, auctioneer's referrals, Accountant's referrals, friends of partners/staff, etc. This should be printed off and put into the fee earner's pigeonhole. Use highlighter for new enquiry.

2. <u>Referrals to a Criminal/Legal Aid Solicitor for Garda Prosecutions and</u> <u>Road Traffic Act Prosecutions</u>

Contact Roy O'Neill/Yvonne Banbury of Fahy Banbury Solicitors, 153 North King Street Dublin 7. Tel: 8745800 – Mobile: 0876 599 342

3. Office Manual

Can all recipients of this correspondence download the existing office manual and confirm that they have carefully studied same? I await your email in a week.

4. <u>Automated Answering on Phones</u>

From the 4th/5th December, I have been on the phone on two or three occasions and was told that there was no-one in a position to take our call. I have been alerted to it by three clients too. Will you check that the voicemail works? We have amended the announcement which was routing incoming calls to individuals, Finnian and Caolan, as distinct from departments, i.e. litigation, Cabra conveyancing, Blanchardstown conveyancing, etc.

5. <u>Swearings/Notary</u>

From Friday onwards there will be no pre-arranged swearings except the following times in Cabra and Mill House

<u>Cabra</u> Monday – 41

Monday – 4pm to 5pm Wednesday - 4pm to 5pm Friday - 9am to 10am

MILL HOUSE Tuesdays – 4pm to 5pm Thursdays – 4pm to 5pm

Solicitors should insert these times as recurring in their diaries. 1 Main Street is excluded from this as Audrey has her own arrangements.

Receptions to note that there will be no appointments. They are told that it is on a first come first served basis, no guarantee of time as it will depend on how many turn up. The occasion should be used always by the Solicitor/Commissioner to cross sell our services. e.g senior deponents to be given the Wills brochure. All deponents should be given the blue "Your Solicitor and You" brochure.

Signs will be put over intercom in all offices

Notaries should be encouraged to attend the Monday and Friday hours but as it pays better, to attend 10 minutes before listed appointments.

Finnian and Caolán

Office Manual January 2022 Author: Stacey Wade Office Manual January 2022

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			Doyle &	Company LLP					
	PI Claims Register								
				Date claim made by Client/third		Date claim notified to	Estimate of	Date claim	
File Ref	Client Name	Fee Earner	Partner in Charge			insurers	claim	settled	
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PROCEDURE FOR NOTIFYING CLAIMS TO INSURERS

DOYLE & COMPANY LLP

It is a policy of this firm to notify any potential claims to our insurers as soon as we have been made aware of them. To this end, we are relying on all fee earners to follow this written procedure as soon as they become aware of any potential claim.

Any fee earner(s) who become aware of any potential issue on a file that could become a claim, must immediately notify [principal/partner name]. The principal/partners will ultimately make the decision on notifying insurers. It is not up to the fee earner to make this decision and failure to follow this policy and notify partners without delay may result in disciplinary action.

We will maintain a register of claims and potential claims. This will be kept by partner and will be reviewed on a monthly basis. On the first Monday of every month partner will email all fee earners requesting a confirmation that there are no potential issues on any files. Obviously if there is an issue, it should be brought to partner attention without delay but upon receipt of the monthly confirmation email all fee earners should satisfy themselves and confirm in a confirmation email that there are no potential issues on any of their files.

DOYLE & COMPANY LLP

23 October 2021

RISK MANAGEMENT POLICY

1. Policy

In seeking to achieve our objectives we recognise that on occasion it is inevitable that there will be exposure to risks. However, the firm is committed to managing those risks.

Our focus must be on managing those areas of the practice where:

- a. the likelihood of something going wrong is greatest and/or
- b. the consequences of something going wrong will be the greatest.

The risks which the firm requires to manage include the following:

- a. Professional Risks The risk of being negligent or failing to comply with our professional duties as solicitors.
- b. Client Engagement Risks The risks posed by uncertainties associated with clients, exposure to conflicts of interest, risks of failing to comply with client care requirements including money laundering requirements and complaints procedures.
- c. Financial Risks Uncertainty as to whether the firm will make a profit, exposure to theft, financial control, risk of losing the entitlement to recover fees.
- d. Regulatory or Compliance Risks Failing to comply with the key regulatory requirements including the requirements of the Law Society, the Solicitors Code of Conduct, the Solicitors Accounts Regulations and the Money Laundering Regulations.
- e. Strategic Risk This is in the nature of the overdependence of individual clients for work types and the ability of the firm to compete successfully in the marketplace.
- f. Operational Risks The risks associated with the firm's back office, administrative processes, confidentiality, document retention, IT, data protection and business continuity.
- g. People Risks The risk posed by the uncertainties relating to the firm's human resources, partners and staff including supervision, levels of competence and training, loss of key personnel, staff turnover and dishonesty.
- h. Physical Risks The injury to people including stress and disease, damage to the premises, files and the IT system.
- i. Reputational Risks The risk of adverse publicity to the firm.

To give effect to the firm's commitment to risk management, it operates a risk management system.

2. Risk Management System

2.1 Process of Risk Management

The firm's process for risk management is to:

- a. Identify the risk to which the firm is exposed.
- b. Assess each risk, assessing:
 - i. the likelihood and consequences of an adverse outcome.
 - ii. what appetite the firm has for the risk.
- c. Respond to the risk whether by:
 - i. avoiding it i.e. by turning away the activity that gives rise to the risk.
 - ii. limiting it i.e. by restricting the scope of the retainer and the limitation of liability.
 - iii. designing and implementing defences to reduce or minimise the risk such as by supervision, undertakings register, diary system, file reviews and annual appraisals.
 - iv. transfer or sharing the risk by taking instructions jointly with another firm, instructing counsel or seeking other professional advice.
- d. Record the level of risk on file opening forms and monitor the management of the risk using risk report forms.
- 2.2 Targets for Risk Management

The firm will set targets in the areas of risks to focus on in each twelve-month period and review these in partner/fee earner/staff meetings.

2.3 Framework for Risk Management

The Managing Partner/Principal has primary responsibility for the operation of the firm's risk management system and has responsibility for:

- a. Applying the process of risk management (identify, assess, respond, report) with focus on the target areas of risk for the firm, using risk report forms and regular monitoring.
- b. Applying the process of risk management to other risks encountered, particularly risks encountered when claims and complaints are made against the firm.
- c. Monitoring developments in the practice that give rise to new risks.

Once a year, on or before the 30th September each year, the Managing Partner/Principal will:

- 1. Review how effective his/her own performance has been in applying the risk management processes to the target areas of risk.
- 2. Prescribe and record the areas of risk for targeting in the next twelve months.
- 3. Review the operation and design of the firm's risk management system and consider improvements.
- 4. Arrange training on risk issues, if appropriate.
- 5. Review the firm's professional indemnity insurance arrangements.

3. Key Risk Areas

3.1 Statute of Limitations

In order to minimise the risk of a Statute of Limitations expiring, particularly in relation to personal injury cases, a database of all personal injury cases is to be maintained in the office, setting out the name of the Plaintiff, the date of the accident, the date when the Personal Injuries Assessment Board acknowledged receipt of the application, the date of release of the Personal Injuries Assessment Board application and the date when the Statute of Limitations will expire. In addition, all such key dates should be noted in the firm's diary system

3.2 Undertakings

In order that the firm can monitor the level of undertakings being provided, a Register of Undertakings requires to be maintained in accordance with the firm's undertakings policy. Each time an undertaking is provided on a file, the undertaking should be printed on color coded paper so that it is clear from even a cursory look at the file that an outstanding undertaking exists and must be dealt with before the file is closed or any critical step taken. A copy of this undertaking should be furnished to [person in charge of Register] which will be reviewed monthly.

3.3 Problem Files

The Managing Partner/Principal will maintain a list of problem files/high risk files. These files are not ones which may necessarily give rise to a complaint or a claim of negligence, rather it is a list of files which the partners/principal wish to monitor because they are deemed high risk, or so as to ensure that they do not become complaints and to ensure that the highest standards are maintained in the firm.

3.4 Renewal of Licences

A register will be maintained of all auctioneers, publicans, dance, singing and other licences that need to be renewed annually. A policy and procedure will be developed and implemented to ensure that each client, who has a licensing application pending, is written to well in advance, notifying them of the firm's requirements and the time limits for information, documents, fees etc. to be submitted to the office.]

3.5 Drafting of Wills

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In order to minimise the risk of any error in drafting a will, wills should be reviewed prior to their execution by either [appropriate partner/principal]. They should be furnished with a draft will and a detailed attendance docket setting out the instructions provided to the solicitor. Details of any new will that is completed must be entered in the Wills Register. If a will is requested by the client or another solicitor or is required within the office the register must be amended to record the fact that it has been removed from safe storage.

3.6 Deeds

When title deeds are received into the office from any source they should be checked against the schedule (or if none a schedule should be prepared) to ensure that all documents listed are received. A signed copy of the schedule should be furnished to the provider of the deeds by way of acknowledgement of receipt. The deeds must then be entered on the deeds register/index by [NAME] and put into safe storage. If deeds are requested from storage it must be noted on the register to whom they have been given. When deeds are being returned to client/financial institution/other party again the schedule should be checked, and a signed copy obtained by way of acknowledgement of receipt. If they are being sent to the client, they should be sent by registered post or recorded delivery or courier. Preferably they should be collected from the office

3.7 Time Constraint Risks

It is difficult to say no to a client but in certain circumstances, the firm is better off saying no to work which has a high probability of risk involved. Examples are being asked to re-title prior to an auction at the last minute and being given inadequate time to do so. Further, accepting instructions in relation to a litigation matter where the Statute of Limitations is about to expire. A further example would be accepting instructions to attend Court at the last minute or taking over a file from another solicitor without firstly fully familiarising yourself with the circumstances of the file and if possible, obtaining a copy in advance. Accepting instructions in such time critical circumstances can only be described as toxic and best avoided. In those circumstances, a solicitor should advise the client that you have inadequate time to advise him and you are not prepared to accept instructions in relation to the matter. This should be followed up immediately by letter of non-engagement and an attendance docket kept of any phone call or conversation.

DOYLE & COMPANY LLP 23 October 2021

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Complaints Policy & Procedure

Introduction

Complaints Policy:

There are many reasons why it makes very good sense to have a properly functioning complaints procedure. Some of the reasons are:

- It ensures we are continuously improving our service quality for all our clients.
- It helps us to identify and eliminate poor working practices.
- It helps prevent the loss of important client.
- It prevents more serious disputes arising, which inevitably impact on the fees payable to us and thus the profitability of the work being undertaken.
- It enables mistakes to be rectified at the earliest moment thus reducing the risk of professional indemnity claims.
- It helps us to avoid breach of our professional rules of conduct.

We are required to have an effective complaints procedure and reference to the procedure should be made in the Client Engagement Letter.

What is a Complaint?

Any negative comment about the quality of service being provided is potentially a complaint. However, the firm distinguishes between an 'expression of dissatisfaction' and a 'complaint' in that the latter must always be provided by the client in writing.

What appears, on the face of it, to be a trivial criticism or adverse comment can in fact be the "tip of the iceberg" and lead us to discover a much bigger problem that needs to be resolved. Also, an issue that is trivial in isolation will become a much bigger problem if repeated. The following circumstances are likely to be expressions of dissatisfaction but if in writing, should be recorded as a complaint:

• The client has not been telephoned back within a reasonable period of time, having left a message, and calls again to chase up a response.

- A voicemail message has not been responded to.
- A client name or address is misspelled in a letter or document.
- Enclosures have been missed from a letter.
- The client has not heard from us for some time.
- The client has not been kept informed of progress on his/her matter.

{The firm may wish to include more examples of what constitutes a complaint}

This policy is primarily concerned with complaints made by clients of [firm name]. However it also applies to complaints arising from our dealings with other solicitors and third parties to whom we owe professional obligations.

Firm's procedure on dealing with complaints:

- **1.** In the event that a client indicates that they are dissatisfied, the client should be informed that the next step is to put the matter in writing and send it to Caolan Doyle.
- 2. As soon as a written complaint is received, and in any event within the same day the person receiving the complaint shall complete and email the Complaint Form to the person with ultimate responsibility for the client / file to which it relates.
- **3.** If it is concluded that the complaint <u>could</u> give rise to a financial claim against the firm (including but not limited to a claim covered by the firm's professional indemnity insurance), then full details of the claim shall be referred to the managing partner. Similarly, if a complaint has already been made to the Law Society, then full details of the claim shall be referred to managing partner/. It is important that no admissions are made to the client, which might compromise the firm's professional indemnity insurance cover. Accordingly, the matter must be referred to the person with ultimate responsibility for the matter before either a client meeting takes place or the client is informed of the outcome of any investigation. The complaint must be acknowledged in writing within 3 working days.

4. Minor complaint which can be dealt with no later than the end of the business day following receipt of the complaint (not in writing)

If the problem can be resolved quickly by the Fee Earner (e.g. by returning a telephone call, by dispatching omitted enclosures, etc then the Fee

Earner shall ensure that the matter is resolved as quickly as practicable and preferably on the same business day that the complaint is received.

5. Serious or complex complaints to be dealt within 10 working days of receipt of complaint:

The person with ultimate responsibility (Caolan) shall send a letter, fax or email to the client within three working days acknowledging receipt of the complaint, recording:

- a. The nature of the complaint and confirming that a full response will be given **within 10 working days** from receipt of the complaint.
- b. Consult the Managing Partner for the purposes of deciding who is to have ongoing responsibility for dealing with the complaint and the steps that need to be taken to investigate and resolve the complaint.
- c. When being consulted on the steps that need to be taken to investigate and resolve the complaint, the Managing Partner] should consider whether a meeting with the client would either speed up resolution of the complaint or otherwise lead to a more satisfactory outcome.

6. Unresolved complaint:

- a. If the client remains dissatisfied or if the client wishes to complain to another partner or someone unconnected with the matter, the client should be notified of this referral.
- b. **Within 5 working days** it will be determined whether a second review is required and if so the process by which that review should be undertaken. The client will be notified in writing of this.
- c. Following any such second review and the response to the client (including taking any steps which are either agreed with the client or otherwise are considered necessary to resolve the complaint) the [Principal] [Senior Partner] will write to the client within 14 days of receipt of request for a review confirming the resolution of the complaint while setting out the firms stance if the complaint remains unresolved.
- d. If required the client must be advised at this stage of his/her right to refer the matter to the Law Society.

7. The Law Society's complaints procedure

The Law Society suggests the client take the following action:

- a. The client should write to the Law Society explaining his/her dissatisfaction and allow a reasonable time for the solicitor to reply. A copy of this letter should also be sent to the managing partner.
- b. If the client does not get satisfaction the client should carefully consider whether the Law Society can investigate the complaint.
- c. Complete the Law Society's complaint form and send it to the Complaints and Client Relations committee.
- d. The client should set out in a concise manner, the basis of his/her complaint and the name and address of the solicitor.

8. Records

- a. The complaint must in any event be logged in the complaints register.
- b. The complaints register is reviewed by a principal/managing partner once a month.
- c. The [office manager] [Principal] [Managing Partner] shall circulate to all the fee earners on a six monthly basis a memo asking for confirmation that all complaints of any nature have been reported in accordance with this policy.

DOYLE & COMPANY LLP

Date: 23 October 2021

Client Complaints Handling Procedure

Our complaints policy

We are committed to providing a high-quality legal service to all our clients. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

Our complaints procedure

If you have a complaint, please contact us with the details. The complaint should be sent in writing to Caolan Doyle If we cannot resolve your complaint straight away the following procedure will be followed.

What will happen next?

- 1. We will send you a letter acknowledging receipt of your complaint within three days of us receiving the complaint, enclosing a copy of this procedure.
- 2. We will then investigate your complaint. This will normally involve passing your complaint a partner who will review your matter file and speak to the member of staff who acted for you.
- 3. [Name] will then invite you to a meeting to discuss and hopefully resolve your complaint. S/he will do this within 10 days of receipt of the complaint.
- 4. Within three days of the meeting, Caolan will write to you to confirm what took place and any solutions s/he has agreed with you.
- 5. If you do not want a meeting or it is not possible [name] will send you a detailed written reply to your complaint, including his/her suggestions for resolving the matter, within 10 days of receipt of the complaint.
- 6. At this stage if you are still not satisfied, you should contact us again and we will arrange for another partner...or someone unconnected with the matter at the firm... to review his own decision.
- 7. We will write to you within 14 days of receiving your request for a review, confirming our final position on your complaint and explaining our reasons.
- 8. If you are still not satisfied, you can then contact the Law Society, Blackhall Place, Dublin 7 about your complaint. Details of the Law Society's recommended complaints procedure is on their website www.lawsociety.ie

If we have to change any of the timescales above we will let you know and explain why.

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Date: 23 October 2021

New Instructions Risk Assessment

- Simply because a client wishes to instruct you does not mean that you must accept those instructions. Therefore, it is the firm's policy that each fee earner is to carry out a risk assessment on all new instructions.
- It is the policy of this firm that all new instructions are reviewed by a principal/partner against clearly defined risk criteria for both the client and the type of work and any difficult issues relating to the work and/or the client are identified, record and managed at the outset of the transaction.
- It is the firm's policy that work will be refused or referred elsewhere where a full duty of care cannot be given, or there are unmanageable conflicts, potential conflicts or other risks.
- This policy should be used in conjunction with the firms' core business policy in order to decide whether to take on the new matter/client.
- The following criteria are used by the principal/partner to enable him or her to assess the risk on each new instruction both from new and existing clients:

Client Issues:

- Do you have a concern about the client's credit worthiness?
- Will this client be able to discharge their fees? If there is a possibility they may not, you need to look at interim billing, instalments, money on account, retainers etc.
- If an existing client, have there been issues in the past regarding late payment of fees?
- Do you have a concern about the client's integrity, trustworthiness and honesty?
- Have you applied the correct level of risk-based due diligence checks to the client (and any beneficial owners and source of funds, where appropriate) following our Anti-Money Laundering Policy and obtained the necessary documentation?
- o Is the client an Irish resident or based overseas?

- Have you ensured that any actual or potential conflicts of interest (either between clients or between the client and the firm, its Principal/Partners or staff) have been identified, recorded and notified if relevant?
- Is the client related to a member of staff? If so, fee earners should refer to the firm's policy on acting for parties related to members of staff.
- Will the firm be acting for both parties? If so, fee earners should refer to the firm's conflict of interest policy and the newly enacted 2013 Conflict of Interest Regulations.
- Has the client ever had judgements recorded against him/her, been declared a bankrupt or have a criminal record?
- Has the client ever made an unjustified complaint against the firm?
- Has the client been particularly difficult to deal with, insists on dealing with one solicitor only, made unreasonable demands, behaved in an offensive or abusive way to members of staff?
- Does the prospective client have a good reputation?
- Is the client engaged in business activities with which the firm would not wish to be associated with?
- Was the client willing to engage truthfully with the firm by providing the necessary information or give instructions to enable the firm to handle a matter adequately?
- Would accepting instructions from this prospective client jeopardise the firm's relationship with an existing valued client?
- Do you think that the client is giving instructions under duress or undue influence?
- Is this matter being taken over from another firm and if so, is the client making any allegations against his/her previous Solicitor?
- Is the client in a rational state of mind and likely to accept the advice the firm gives him/her?

• Matter Issues:

- o Is the matter within the firm's capability and capacity?
- o Is there the necessary expertise in the firm to undertake the work?

- o Is there adequate time to complete the work and meet any critical/key dates?
- Does the matter have unusual or higher risk factors than normal? If so, there should be a higher level of partner supervision and more frequent reviews should be carried out, with such reviews properly diaried and checks made for any corrective action required.
- Are there unusually high transaction values?
- Is an undertaking involved?
- Is the matter unusually complex and have any difficult issues relating to the work and/or client been identified, recorded and can they be managed?
- Have the instructions been reviewed against clearly defined risk criteria for both the client and the type of work?
- Have the firm's exposure values been reviewed and highlighted and hence has the firms PII cover been extended to address such exposures?
- Are there a higher number of parties involved than normal?
- Are there any foreseeable difficulties or issues related to this work?

• No foal, no fee arrangements:

- Has a "no foal, no fee" arrangement been discussed with the client?
- Is a written risk assessment carried out in advance of accepting these instructions?
- Has specific principal/partner approval been sought for each "*no foal, no fee*" arrangement, before offering it to the client?
- The fee earner should have regard to this policy when designating the risk of the matter as either low, standard or high on the new matter form. This risk designation must always be approved on the file opening form with a partner signature at the end of the form. If not approved by the Principal/a Partner, the work will be refused, and a file will not be opened for the matter. A letter of disengagement must then be sent, and a copy retained.

DOYLE & COMPANY LLP

Date: 23 October 2021

DOYLE & COMPANY LLP Conflict Checking Policy & Procedure

This document explains why we need to carry out a conflict search. It also explains when and how a general conflict search should be carried out.

Why do we need to do a conflict search?

The principle examples of when a conflict arises are as set out below. Reference should also be made to the Guide to the Professional Conduct of Solicitors which will detail when a conflict arises.

- 1. A solicitor or firm of solicitors should not accept instructions to act for two or more clients where there is a conflict or significant risk of a conflict between the interests of those clients.
- 2. If a solicitor or firm of solicitors has acquired relevant confidential information about an existing or former client during the course of acting for that client, the solicitor or the firm must not accept instructions to act against the client.
- 3. A solicitor or firm of solicitors must not continue to act for two or more clients where a conflict of interest arises between those clients.
- 4. A solicitor must not act where his or her own interests conflict with the interests of a client or a potential client.

Our policy is to review new instructions to ensure that work is refused or referred elsewhere in accordance with compliant referral processes, where a full duty of care cannot be given or there are unmanageable conflicts, potential conflicts or other risks.

It is the firm's policy that all new instructions are reviewed by a principal partner to ensure that :

1.

- Actual and potential conflict of interests between
 - 1. Clients
 - 2. Clients and the firm
 - 3. Clients and its Principal/partners
 - 4. Clients and its staff

are systematically identified, recorded, notified if relevant and managed appropriately in accordance with procedures and specific training on this subject.

2. the correct level of due diligence checks have been applied to the client and any beneficial owners in line with the firms anti-money laundering policy. We also carry out checks to verify the source of funds and complete the appropriate records following our agreed procedures and law society guidelines.

It is the policy of this firm not to act for companies of which the principal or an employee is a director or major shareholder.

It is the firm's policy not to act for both a vendor and a purchaser in a conveyancing transaction for full/partial value at arm's length.

New Conflict of Interest Regulations have been enacted on the 1st of January 2013 based on the recommendations of the Law Society's Conveyancing Task Force with regard to acting for both sides in voluntary transfers in a conveyancing transaction.

The regulations have introduced an outright ban on the same solicitor acting for both sides in a conveyancing transaction in the case of voluntary transfers and transfers for value subject to certain exceptions i.e. where both parties are associated companies or qualified parties, transfers into joint names of the family/shared home from its owner to the joint tenancy of the owner and his her spouse or civil partner and where the property being transferred is held under a bare trust.

It is the policy of this firm not to act for both sides in a voluntary transaction subject to the permitted exceptions specified in the Regulations.

Identifying Conflicts of Interest

Undertaking a conflict of interest search is only one way in which potential conflict of interests can be spotted and avoided. Everyone should be vigilant and apply common sense. Conflicts are usually spotted by making a connection between two pieces of information.

If anyone makes such a connection, they should bring it to the attention of [a partner] [the principal] for further consideration.

Joint Instructions

If two or more people wish to instruct the firm then we have to consider whether a conflict of interest may exist between them. Remember that if a conflict of interest arises then we may have to cease acting for both clients.

A conflict of interest can arise because we enter into legal relations with two or more people. Whether we are acting for more than one person is not conclusively determined by the name of a client as appears on our file or in our letter of engagement. So, for example, if we open a file in the name of a husband only, but also enter into legal relations with his wife, then we can expose ourselves to conflict of interest problems.

What Are the Consequences of a Conflict of Interest?

If a conflict of interest exists or arises then it will not usually be possible to continue acting for the client. If a conflict arises between two clients then usually we will have to stop acting for both clients.

Acting where a conflict of interest exists has three particular consequences. Firstly, the client may refuse to pay our costs – either because the client considers those costs have been wasted or because the client incurs extra costs in instructing other solicitors.

Secondly, the client or successor solicitors may submit a complaint to the Law Society, which can result in disciplinary action and a direction to pay compensation to the client.

Thirdly, if acting in conflict has particular consequences for the client (e.g. disclosure of confidential information – loss of a business opportunity etc.); the client may well sue us.

What is a Conflict of Interest Search For?

A conflict search is part of the risk management process by which we protect ourselves from the consequences of acting in conflicts of interest. So a conflict search is primarily for our benefit rather than for the benefit of the client. When undertaking a conflict search we are positively trying to find whether any risk of conflict exists. It is therefore in our interest to make the search as extensive as possible.

Conflict searches will also benefit the client. It is better to decline an instruction to act for someone at the outset than to discover later on that a conflict of interest exists.

[The larger the firm, the greater the risk of conflict of interest arising]. A small firm has an advantage in that many people in the office will know most of its clients and their affairs. Notwithstanding, we are reliant on everybody carrying out proper conflict searches and to apply common sense. We must be careful handling initial calls from prospective clients and initial client meetings.

Does the Client have an Obligation to inform us about Conflicts?

It is primarily our responsibility to spot conflicts of interest. Unless a client is acting mischievously or is particularly experienced in legal matters, it is unlikely they will appreciate the professional rules under which solicitors operate. On the contrary, clients would often prefer one firm of solicitors to act for everybody in a non- contentious matter where they think there is agreement between them or where their interests coincide.

Our terms and conditions of business/ client engagement letter should seek to impose an obligation on the client to inform us of all matters that might give rise to a conflict of interest. Fee earners should point out this obligation to the client and, if necessary, explain what it means. However, fee earners should remember that many clients will need to be guided to identifying those matters which might give rise to a conflict.

What Do I Do if I Discover a Possible Conflict of Interest?

If the conflict is obvious and is spotted <u>before</u> we have accepted a retainer then the fee earner should tell the prospective client immediately that we cannot act. It may not be possible to tell the prospective client why (other than to say there is a conflict of interest) because the disclosure of reasons might breach our duties to an existing client. For example, if Mr Smith consults us for the purposes of suing Mr Jones then we cannot tell Mr Smith that Mr Jones has already consulted us.

In all other circumstances, the possible conflict of interest must be reported immediately to the [Partner] [the Principal]. The [Partner] [Principal] will make a decision as to whether we can continue acting for the client or not.

If the [Partner] [Principal] decides that we can continue to act then consideration must be given as to what (if anything) we tell the client.

If the [Partner] [Principal] decides that we cannot continue acting for the client then consideration must be given to the manner in which the client is told, what the client is told, and the consequences for the Firm.

If the [Partner] [Principal] decides that we cannot act then that decision is final.

How Do We Carry Out A Conflict of Interest Search?

Step 1

A conflict of interest search must be carried out <u>before</u>:

- 1. Opening a <u>new client</u> on [the system]: <u>or</u>
- 2. Opening a <u>new matter</u> for an existing client on [the System]

The objective is to discover whether a conflict of interest exists <u>before</u> we accept a retainer from a client. Opening a client or matter in [System] can be evidence that we have already entered into legal relations with somebody such as to create a conflict of interest – even if we have not yet sent out a letter of engagement.

Step 2 – New Clients

For most new clients it will be necessary to carry out a limited conflict check to begin with followed up by a more detailed conflict check, once the client has appraised us of the detail of the matter.

Ideally, a conflict check should be carried out <u>before</u> the client attends for interview. During the initial point of contact (usually by telephone when making the appointment) sufficient information should be obtained to carry out a basic conflict check against the client. The minimum requirement is to obtain a client's full name and home address.

Step 3 – Conflict Search

[The conflict search procedure of the particular case management system used by the firm should be set out, or details of the how searches should be conducted as required by the firm should be set out. What follows is therefore only by way of example]

[Our conflict search looks in the Name, Contact, Addressee and Salutation fields in the [System] database. It <u>does not</u> search Matter descriptions.

This search will only indicate conflicts with other current or former clients

Our conflict search does search the Addressee field. This means that if a name and address has been entered into the Addressee field, the conflict of interest search would recognise it and show the conflict. However, if the firm has written to the named party then he ought to be aware of **our** involvement and should not be approaching **us** in the first place!

Step 4 – Keyhouse Conflict Search

The [System] conflict of interest is accessed through the "?" button on the tool bar. This searches every field within the {System} database including the Matter description.

It can produce vast numbers of results, which need to be interpreted.]

Step 5 – Record of Results

If we continue acting for a client then this must mean we have satisfied ourselves that no significant risk of conflict of interest exists. It is vital that we have a record of the search to prove:

- 1. That the search was carried out
- 2. That no serious risk of conflict of interest was identified

The results of the conflict search can be printed from screen – click on the printer button in {System} on the result screen. The best result is "0 records have been found that matched".

If records have been found then it may be appropriate to write on the printed record as to why the results do not represent a conflict of interest. The printed record should be stored on the file. It is also advisable to note the conflict search on the file opening form to verify that the search took place.

DOYLE & COMPANY LLP

Date: 23 October 2021

 				& COMPANY						
 				····						
 CLIENT COMPLAINTS REGISTER										
 Client Ref &				Date	Fee earner			Date	Reviewer	Review
Name	Address	Phone No.	Nature of complaint	Received	involved	Handled By	Reply Sent	Concluded	Name	Date
 								-		
								1		
 										1
 								*		1

DOYLE & COMPANY

FILE OPENING POLICY

Procedure for opening the hard copy file

The front of the file must clearly record the client and matter details. (All client information captured).

If files are colour coded by work type or fee earner please list here the colour of the file relating to each work type:

e.g. Conveyancing = Red

Conveyancing Purchase = Green

Litigation = Tan

Probate = blue

If and when an undertaking is given this must be noted on the outside of the file [and the case plan], the new client/matter form and the undertakings register. All procedures relating to the giving of undertakings must be followed.

If and when a critical date is on the file it must be clearly noted on the outside of the file, the new client/matter form and the critical dates register. All procedures relating to key dates must be followed.

Procedure for opening the soft copy file

All files must be opened on the Firm's system (Proclaim) and it is the responsibility of the person who has charge of the file to make sure all appropriate procedures are followed. In particular, it is his/her responsibility to make sure all the necessary information is correctly provided. A separate file must be opened in respect of every separate matter of instruction.

Note: All steps and firm protocols on how a new client/matter is set up on the case management system and accounts must be clearly set out in order to ensure this is done in a consistent manner.

Procedure for allocation of file to appropriate fee earner

Note: Firm should set out areas of competence of each fee earner.

Client Engagement

The firm's conflict of interest, client credit worthiness, anti-money laundering and risk assessment procedures must be strictly followed, and compliance must be apparent on file review.

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Date: 23 October 2021

NEW MATTER FORM

Accounts use only:	1				
New Matter Number					
Date received by Accounts Date processed by Accounts					
Date:	Exi	isting Client Yes/ No			
First file review date // Ensure fee earner puts reminder in diary					
Client(s) full names:					
PPS Number:					
Client Bank Account Number:					
Address:					
Contact Number:	Work: Home: Mobile:				
	Fax:				
Email Address:					
Description of Matter:					
Principal/Partner:					
Fee Earner:					
Work Type [e.g. litigation/conveyanci	ng]				
Business Source [e.g. referral (state by whom)]					

New File/Matter Mandatory Checks.

Reasons must be given for all 'No' answers.

Conflict of Interest	Yes	No	Reasons for no
	Against:		
	Against		
Anti-Money Laundering	Yes	No	Reasons for no
	Date of Check	Name of Checker	
Location of client identification documents	Centralised Folder	On file	
Client credit worthiness review	Yes	No	Reasons for no
Details of billing arrangement	Retainer	Interim Billing	Completion
Section 68 sent & copy on file?	Yes	No	Reasons for no
Critical/Key Date	Yes	No	
Has critical dates register been updated?	Yes	No	
Will undertakings be given?	Yes	No	
Has undertakings register been updated?	Yes	No	

Risk Assessment Section

Has risk assessment been carried out on this matter?

What level of risk is this matter High Standard Low

If high risk what controls have been put in place to mitigate the risk profile of the matter?

File Review Section

Date of first file review	Any action necessary	Date of next file review

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Date of second file review	Any action necessary	Date of next file review
Date of third file review	Any action necessary	Date of next file review

Fee Earner's Signature:
.Date:
Partner's Signature:
Date:
(to confirm matter is within the competency of the firm)

Strictly Private & Confidential [CNT:Name] [CNT:Address]

Our Ref: [MAT:FECode]/[UDF:SecRef]/[MAT:ClientCode] Date: [DATE:Today]

RE: [MAT:Description]

Dear [CNT:Salut],

We are writing to you about [MAT:Description] which we have been handling for you.

Review of your instructions

[Solicitor should select relevant option]

As we do not have the necessary instructions to continue with your case... or As you are not happy to continue based on the advice we have given you... or Due to circumstances that have arisen...

... we are now formally letting you know that we will no longer be acting for you and that we are now closing the file.

Time limits

It is essential that you employ a new solicitor without delay, to make sure that any rights you may have are protected. For example, time limits may apply to your transaction or claim, and if you do not meet them this could go against your case. You should therefore employ a new solicitor promptly so that they can do whatever is needed to protect your position.

In relation to personal injury claims, we have to advise you of the existence of the Statute of Limitations 1957. This Act sets limits on the time one has to take a claim, the second anniversary of the incident or when it became apparent that the incident gave rise to a claim, your case becomes Statue Barred, this means that the Defendant can successfully say to a Court that you have no claim because your Court Summons did not issue within two years. The Court would then be bound by the Statute of Limitations and would have to dismiss your claim.

Our bill

We will shortly send you a bill for our legal fees and for any other expenses that we incurred when handling your case.

The file

Once you have paid us for our services and we have carried out our professional promises or undertakings to others, you can take the original file. We are entitled to copy this file to comply with solicitors' regulations. Usually we keep files for at least six years and then destroy them. However, we never destroy deeds and wills.

If you need the file, or information from the file, we can send this to you. We will charge you a fee for this service, based on the current rates at the time of your request.

If you have any further questions about this, please contact us.

Yours faithfully

[DIA:COMPANYNAME]

CLIENT ENGAGEMENT POLICY

Introduction

When we take on instructions, we need to ensure the scope of our instructions and the terms and conditions on which we are undertaking them are properly negotiated with the Client and recorded.

We also need to ensure that we have a properly enforceable contract with the client. This is done through the medium of the 'Client Engagement' or 'Client Care' Letter. This document has been drafted to give guidance on the issue of Client Engagement/Client Care Letters and related issues.

Accepting Instructions – General principles

Before accepting any instructions and before becoming involved in any discussions on the matter, it is important to undertake a Conflict Search using the Keyhouse system.

Anti money-laundering checks must be undertaken in accordance with the firm's procedures at the outset. Please refer to the firm's anti-money laundering policy for a more detailed explanation of the firm's policy and procedures.

Creditworthiness of the client, as well as their general desirability as a client should also be considered before taking instructions. Please refer to the firm's client credit worthiness review policy.

If the potential client is a Company its bona fides should be established (by way of an online company search if appropriate). If substantial instructions are anticipated a company search should be carried out. The results of those searches should be kept on file.

It is the firm's policy to carry out a written risk assessment on any new set of instructions before acceptance in order to establish:

- that the matter is within the firm's capability and capacity
- the matter has unusual or higher risk factors than normal
- the risk assessment is signed off by a principal/partner.

Please refer to the firm's new instructions risk assessment policy and core business policy.

It is our responsibility, carried out principally by the Fee Earner, in consultation with the [Principal] [supervising Partner], to manage our client's expectation as to the

likely cost of our services and the timing of our bills throughout the progress of a matter.

The Fee Earner should agree (and ensure it is recorded in the Client Engagement Letter or if separate, a Section 150 Notice) any fixed fee or estimate, and circumstances which might give rise to additional billing outside a fixed fee or outside the parameters of an estimate. In particular our responsibilities and our client's responsibilities in connection with the instructions should be clearly defined so that any extension of our responsibilities can be the subject of an additional bill. If this is not contained in the Client Engagement Letter the Fee Earner should discuss the matter with the client and clarify the position in writing (a copy of such letter to be kept in the file).

Any change of instructions should be confirmed in writing in a supplemental engagement letter to the client. They should also be recorded in a formal attendance on the file in line with the firm's attendance policy.

Whenever the work we do goes beyond the responsibilities which we agreed with our client at the outset or there has been a confirmed change of instructions in writing we should seek to obtain additional value at the time of billing. This can only be done if the client has been kept informed of the progress of the file and the fact that we have done additional work, at the time at which we undertook it.

Client Engagement Letters

Our aim is to keep such Letters as short as possible. We do not want anything in the Letter other than the issues that are dealt with in our standard models. This will ensure uniformity throughout the Firm.

The issue of the Letter is the responsibility of the person who oversees a file.

Personal variations to the standard Letters should be avoided as much as possible and changes should only be those which are necessary to reflect the contractual arrangement with the client on a particular matter.

Letters should be issued on every matter, to record the detail of the particular instruction and specific terms, including data protection and limitation of liability clauses.

Where a blanket/general Client Engagement Letters exist a simplified "Supplemental" letter format or specific supplemental Section150 Notice should be used. In all other cases the standard form of Client Care Letter should be issued. If in doubt, use the standard form.

Where a Supplemental Client Engagement Letter/Section 150 Letter is issued a copy of the general Letter or other contract document must be stored on that file.

As well as fulfilling our Section 150 requirements, the Client Engagement Letter represents our contract with the Client.

All Client Engagement Letters should be signed by [the Principal] [a Partner, ideally the main contact for that Client or the supervising Partner on that matter]. [It will be the responsibility of the signing partner to assure themselves that the financial terms agreed with the client are appropriate in each circumstance.]

Letters of Engagement should be signed by the client.

A clause in relation to Limiting Liability under Section 44 Civil Law (Miscellaneous Provisions) Act 2008 should be included in the client engagement letter.

The Client Engagement Letter(s) must be stored on the file. This is important as a file may remain open for a substantial period of time and both rates and other contractual terms may be varied.

Any further letters supplemental to the main file Client Engagement Letter, such as rates update letters, should also be stored on the file.

All client details should be captured in a file opening form pinned to the inside of the file and/or in the firm's client/matter details section on the firms Case Management System. The date on which the Letter of Engagement/Terms and Conditions was returned signed by the client should be noted on the file opening form.

DOYLE & COMPANY LLP

Dated: 23 October 2021

Doyle & Company LLP File Set-up Procedure

1. Conduct conflict of interest search

- Search open and closed files seeking

- 1. Family Law: If we have acted for the spouse.
- 2. Litigation/Employment If we have acted for the defendants.

3. Conveyancing – If we are acting for the other side (pur or vendor)

2. Set up file:

Key to enter both a file name and a file description.

File Name:

- This is the file name as we see it.
- Surname of client first
- Key that both executor and deceased are named in file name
- Don't put in comas.

Description:

- This is the description that goes in the "Re:" bit of every letter.
- It is important to have this right, as the template will put it in automatically to all letters.

e.g. probate File Name: Grace Colm Deceased - Thomas Grace executor

- (surname, firstname) Deceased - (firstname, surname) Executor(or Executrix)

Description: The estate of Colm Grace Deceased

<u>e.g. Lit-</u> File Name: - surname first Doyle Patrick – RTA - 3 August 2017 Thomas Grace – Accident at Lidl - 3 August 2017

Description:

Road Traffic Accident - 3 August 2017 Or Accident at Work - 12 September 2018 Or Fall in Tesco - 15 July 2018

<u>e.g. Fam-</u> File Name: - surname first Smith Nicola – Separation

Description: You - & - Derek Smith - Separation

3. Enter Contacts.

- 1. Client: Full name, address, phone and email.
- 2. Barrister: When a barrister is briefed enter as contact.
- 3. Litigation Only Add: Doctor and Garda Station.
- 4. Conveyancing Enter Mortgage Bank

4.Enter Statute (expiry date)

Litigation: 2 years form the commencement date (date of accident) – unless minor **Employment/Defamation**: 6 months from the cause of action.

5. Send Client

- 1. Initial Letter of advises/required documents (include AML docs).
 - Letter (and e-letter) available in templates for Litigation, Conveyancing, Probate, Family and Employment.
- 2. S68 letter.
- 3. Doyle & Company Terms and Condition of Business.

6. Enter Undertakings

All undertakings to be entered:

On expd8
 Left side of hardcopy folder

Should be ticked off as completed.



123 Ca	bra Road, Dublin 7.
D07 CY	
Tel:	(01) 838 3388
Fax:	(01) 838 2028
	• • •
Email:	mail@doyleandcompany.ie
Web:	www.doyleandcompany.ie
DX:	129 001 Cabra

Doyle & Company LLP File Closing Policy

Close files are to be stored in 3 different boxes: Rona to enter on box: i) Date the Box and ii) date of destruction

1. 12 year boxes (Probate & Conveyancing)

- All Probate files
- All Conveyancing files

2. 6 years

- Family Law
- Litigation Files
- All other Files

3. Infant Ruling & Trust Probate

- Infant Ruling Must be kept for 6 years after infant becomes 18 years
- Probate Trust- Probate files that involve a Trust been set up- to be kept 12 years after expiry of Trust
- Pam /Solicitor to advise Rona on closing if any probate involves a trust

CD 20 July 2017

	Doyle & Company LLP Solicitors	
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1. Information about our firm

Name of firm: Doyle & Company LLP

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

Address: 123 Cabra Road, Dublin 7 and 1 Main Street, Blanchardstown, Dublin 15

Phone number: 018383388

Fax: 0 1 838 2028

Email: mail@doyleandcompany.ie

Website: www.doyleandcompany.ie

Our VAT number is: IE F/3903016/B

Our qualifications

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

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 <u>www.lawsociety.ie</u> 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).

Multi-disciplinary partnerships

Multi-disciplinary partnerships are not currently permitted in this jurisdiction. These are partnerships with nonlawyers such as auctioneers and accountants.

Professional insurance

We have the appropriate legal level of professional insurance in place. See the section for details at the end of this document, in the Members' area of the Law Society's website (<u>www.lawsociety.ie</u>), under Precedents.

2. Before you become our client

Money laundering

Assets

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

Identity

You will need to give us evidence that proves your identity, like your driving licence or passport, even if we already know you. We will also need you to give us a document showing your permanent address, for example an electricity bill or a bank statement, which has been sent within the last three months.

Source of assets

If you ask us to deal with any funds or property, you must have obtained them legally. If we become aware or suspect that these assets come from an illegal source, we must notify the Gardaí and the Revenue Commissioners without telling you, except in limited circumstances. We will immediately stop acting for you if we have to report illegal assets.

Even if you have not done anything that we must report to the authorities, we cannot transfer any assets or property funded by the proceeds of crime. This includes funds that have not been declared for tax purposes or that have been obtained by false means. In this situation, you would have to legalise your position before we could act on your behalf.

- • • •

SECTION B - 30/40

Conflicts of interests

We may not be able to act for you if there is a conflict of interests, or potential conflict between us, or between you and another client of the firm. For example, if before we accepted your instructions, we found out that we also acted for a person that you now wanted us to sue, then we could not act for you.

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 the course of your case or transaction, we become aware of a potential conflict of interests we will tell you about it. We can then agree whether or not it would be appropriate for us to continue to act on your behalf.

3. BANK DETAILS

We will hold any funds which you remit to us to be held on your behalf in our designated client account(s). We will only hold your money at a pillar bank, which is regulated by the central bank of Ireland, currently AIB.

Whilst we monitor circumstances relating to our banks and take such action, we feel is necessary to protect our finances, we may not be liable to repay money lost through a banking failure. If you are acting in the capacity of a private individual or small business, you may be eligible to obtain compensation from the Deposit Guarantee Scheme (DGS) up to a maximum of $\leq 100,000$ in the event of the bank failing. The compensation limit applies to one individual per failed entity, and so if you hold personal monies with the same bank (or member of a group to which it belongs), the limit remains at only $\leq 100,000$. If at any time you wish your funds to be held in a specific account or in any particular bank or in any other way you should advise us as soon as possible and confirm any such instruction in writing. We undertake no responsibility to advise you where or how your funds should be held.

Payment of our fees and disbursements can be paid into the following account. [You may wish to specific different accounts for advance and arrears payments]

Payment of our fees and disbursements and, if relevant to your transaction, funds relating to your purchase or other matters, be transferred at the appropriate time to this Client Account:

- Bank: AIB
- Branch: 140 Lower Drumcondra Road
- Account Name: Doyle & Company LLP
- Account Holder Address: 123 Cabra Road, Dublin 7
- IBAN: IE69 AIBK 9321 0808 0391 95
- SWIFT: AIBKIE2D

<u>We will never email you to change our Bank Account details.</u> If you receive any email/s purporting to be from us and relating to financial transfers, you must assume these are fraudulent communications; do not act on them and report them as soon as possible to us and to the Gardai. If you ignore this warning and send monies to a different account from the one set out immediately above, we will not be liable for any losses. If you receive a request via email to make a change to any of their account details and/or to transfer any funds you must not respond to the email and you must contact us immediately

If relevant to your matter, we will ask you in our initial letter, for the account details of where funds should be transferred to you at the appropriate time. It is our policy to do this in person (as far as possible), and to obtain evidence in support (such as bank statements, which may be required in any case to comply with our Anti-Money Laundering regulations.

It is our policy never to accept these instructions or any subsequent changes in bank account details by email and to only accept this and other non-face-to-face communications (letter, phone call etc) after authenticating this with you in person or by a telephone call initiated by us and using the agreed contact number you provide to us at the outset of this retainer. We accept no liability for delays as a result of this due diligence and expect full cooperation and timely responses from clients in validating or refuting any such instructions.

4. Our service to you

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

SECTION B - 31/40

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;
- 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.

How to instruct your solicitor & what we expect from our clients

It is important that you give us clear and accurate instructions from the very beginning, and that you give us any new information as the case develops. We will do our best to carry out the agreed work and to give you a confidential and friendly service.

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

Updating your instructions

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

- new issues or information arise;
- events take an unexpected turn;
- we need more information from you; or
- fees or expenses have not been paid.

It is important that you give us instructions when they are needed. If you fail to do this, we cannot make progress. This may affect the outcome and, in some cases, may mean we have no choice but to stop acting for you. We may need you to assist in chasing third parties for documents or reports (e.g. your doctor). If we are having difficulty in obtaining something we will let you know and we expect you to assist with our request.

Timescale for your case

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

Timescale for litigation cases

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

Statute of Limitations: Certain actions must be taken by you or by us within a particular period or else your case will fail. For example:

- A Personal Injury Litigation Case must be taken within 2 years of the date of the accident or else it will fail.
- An Unfair Dismissal Case must be started within 6 months of the date of the dismissal.
- A case arrising from a breach of contract must be brought within 6 years of the breach of contract.
- A Defamation case must be brought within one year of the defamation.

Civil Liability and Courts Act 2004 - If you are making a claim under this Act, you must write a letter outlining the details of your claim within two months of the date of the accident. If you fail to do this, it may have a bad impact on your case and may also lead the court to award you only part, or none, of your costs.

Bank Transfer Policy:

It is our policy to pay sums due to the client by way of cheque. With the rise of cyber-crime this is the safest form of payment. We will pay by cheque unless instructed to do otherwise. If you request us to be paid by way of Electronic Transfer, Doyle and Company LLP will not be liable for any loss arising from any cause beyond the company's control. Doyle and Company LLP will only be liable through their negligence or wilful default. You will also be liable for any associated bank charges.

The customer must ensure all instructions contain the correct account numbers or International Bank Account number ("IBAN"). The omission of the required number or IBAN, or inclusion of an incorrect number or IBAN, may result in delay or loss and the bank and the company cannot be responsible for same. The Company is not responsible for checking the Beneficiary's name or other account details. The Company will not be liable for acting on an instruction if it is ambiguous, incomplete or inaccurate.

Given the rise of email scams we will not accept Bank Account details by email if you wish to be paid by Electronic Transfer and you must attend the office personally with your identification and provide us with the account details noted on a sheet of paper.

<u>Payments to Beneficiaries on the Administration of a Deceased Persons Estate -</u> It is our policy to pay sums due to beneficiaries by way of cheque. Cheques will be made out in the names of the various beneficiaries only and will be given to the Executor to disperse. If the Executor requests that the cheques are sent to the address of the Beneficiaries, the executor must provide the Company with the names and addresses of the various Beneficiaries.

5. Your permissions

If we need you to give us specific permission to do something we will ask you to sign a separate document for the particular purpose or one of the relevant forms in the section for details at the end of this document. Otherwise, when you give us instructions, you are giving us permission to take various actions on your behalf, as set out below.

Our professional promises or undertakings

If you instruct us to repay money or to give a certificate of title to a bank or Building Society and we have promised them we will do so, you cannot change these instructions later. Likewise, if you instruct us to do any act on your behalf and we make a professional promise to a third party that we are going to do this, you cannot change your mind later.

Injuries Board

The Injuries Board is the independent government body which assesses the amount of compensation due to a person who has suffered a personal injury. By instructing us to handle an Injuries Board case and to deal with the Injuries Board for you, this means you are giving us permission to do this. You will be responsible for our fees and expenses, even if you are successful.

Barristers and experts

From time to time, it may be necessary to engage barristers and other experts on your behalf. We will select professionals whom we believe are competent. They will be directly responsible to you for the quality of their work. There are frequently shortfalls between the costs paid by the defendants and the actual costs paid. You are liable to make up this short fall so that the Barristers and experts are paid in full.

Fees of barristers and other experts

When you employ us to handle a litigation case, the case may be settled between the parties before it comes to court, on the basis that the other side will pay your legal fees and expenses. Another possibility is that your case will proceed to court and the court will order the other side to pay your legal fees and expenses. If the case proceeds in either of these ways, you are giving us permission to pay any barrister or expert whom we employ on your behalf, from the money received from the other side for their fees. There are frequent short falls between the amounts paid by the defendants in a litigation action and the actual costs paid. You are liable to make up this short fall, so that barristers and experts are paid in full.

Information from third parties

When you employ us to handle your case or transaction, you are giving us permission to get information from third parties to help us with your case or transaction, without asking for your permission again.

Data protection

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

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

We will also hold your name, address, date of birth, occupation, marital status.

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

Storing information in electronic format abroad

By asking us to handle your case or transaction, you are allowing us to store your data and other information abroad, for example, when we employ the services of electronic storage companies who use IT storage abroad. If you have any queries, please contact us and we will give you further information.

By asking us to handle your case or transaction, you agree that we are not responsible for any loss of, or corruption of, information by any off-site electronic storage service that we use. We will try to make sure that the company we use is reputable.

Destroying the file

We are required by the Law Society, to follow Mandatory Periods of Retention in relation to your file. The retention time shall depend on the kind of transaction you have instructed us to carry out. The following retention periods are currently applicable:

- 1. Probate & Conveyancing 12 years
- 2. Infant Ruling & Trust Probate -
 - Litigation involving minors 6 years after infant becomes 18 years.
 - Probate Trusts (Probate files that involve a Trust been set up)- 12 years after expiry of Trust.

6 years

3. All Other Files -

Usually we keep a client's file for the retention period and then destroy it. However, we never destroy original deeds or wills.

Files are kept in long term storage. In general, we do not charge for retention of files, but if you wanted to access the files for any particular purpose, we shall charge a reasonable fee. Similarly, a reasonable fee shall be charged for taking up deeds and wills from storage.

Your money

We will hold any money we receive on your behalf strictly in line with the Solicitors' Accounts Regulations. By asking us to handle your legal case, you agree that we may hold any money you give us, or which we receive on your behalf, in any bank, which is a bank approved by the Central Bank. We will just hold your money. We do not have any additional responsibilities around the protection or investment of your money.

You also agree that we are not legally responsible for a loss or reduction in the value of the money because the bank at which the money is held becomes insolvent and does not have the money to pay back the full amount.

By asking us to handle your case or transaction, you agree that if we have given a professional promise or undertaking on your behalf, which, because of the insolvency of the bank at which we had placed the money, we cannot carry out, you will refund us in full any loss we suffer if we are forced to carry out our promise at our own expense.

You also agree that we are not legally responsible for a loss or reduction in the value of the money if the government were to legislate, empowering it to take part of deposit funds.

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Authority to endorse cheques

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

Appointment and indemnity for payment of taxes

If we act for you in the sale of a property, and you are not resident in this country, because we handle the proceeds of the sale, we are legally responsible for the filing of a capital gains tax (CGT) return. We must discharge this on your behalf. We do this on the basis that you indemnify us. This means that you agree to pay us back in full for any loss we suffer due to something you do, or omit to do, or some wrong-doing on your part.

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

Power to sign documents

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

6. Fees and expenses

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

Our solicitors and other staff may have to spend a considerable amount of time to provide you with the legal services you need. This is the service for which you pay.

Information about charges in your particular case

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

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

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

Fees and expenses in litigation cases

In litigation cases, as in any other case or transaction, when we send you a bill for fees and expenses, you are responsible for paying that bill. This is still the position if you are successful and win your case and the judge orders the other side to pay your legal costs. Likewise, if there is a settlement of the case in your favour, which includes an agreement that the other side will pay your costs, you will still be responsible in the first instance. We will try to get as much as possible from the other side. Sometimes, however, this may not be enough to cover our bill. You are responsible for paying the rest of the money you owe us.

If we have to do extra work to recover fees from the other side to the litigation, you will incur additional fees.

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

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Payment in advance

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

Payment at intervals

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

Disagreements about bills

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

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

If the matter is not resolved, you then have the right to refer the bill for review by a court official called a Taxing Master, or to make a complaint to the Law Society about the bill.

Fees and expenses for unexpected issues

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

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

Final bill of costs

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

'Solicitor's lien'

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

Our credit terms

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

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

Fees for property transactions

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

Fees for dealing with estates of deceased persons

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

7. Dispute resolution and complaints

Good communication between us will guarantee the best possible outcome. However, if you wish to make a complaint about any aspect of our service, please send it in writing to us. We have set out our internal complaints procedure in the section for details at the end of this document. We will review your file without delay. We will then send you a written reply within 14 days, including replies to any requests for information, and advising you of any actions that we will take in relation to your case.

We hope that any complaint made to us will be resolved. However, if you are not satisfied with our response, you can make a complaint to the Complaints and Client Relations Committee of the Law Society. You can get more details about making a complaint from the Law Society website <u>www.lawsociety.ie</u>.

Limit on liability

- As solicitors we are permitted to put a reasonable limit on our liability to our clients provided that:
- The limit on our liability is not below the minimum level of our compulsory professional indemnity insurance cover; and We can only limit our liability to the extent that the law allows. We do not limit our liability for death or personal injury resulting from our negligence.

Our liability to you shall therefore be limited as follows:

- Irrespective of the legal grounds on which any claim against us is made, unless we expressly state a higher amount in the engagement letter accompanying these terms of business, our liability to you shall be limited to €1.5 million (or the minimum amount of professional insurance cover, which solicitors' firms are required to have from time to time), for all claims and losses resulting from one act error or omission or series of related acts, errors or omissions in one or more transactions.
- Please note that we do not claim to have any particular expertise outside of a solicitor's general expertise.
- 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. We will not be liable for any consequential, special, indirect or exemplary damages,

costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

• For the purposes of this clause, a claim against any one or more of our partners, assistant solicitors, employed barristers and any other members of our staff (whether employees or not) shall be regarded as a single claim against us and our liability to you shall be limited accordingly.

JOINT LIABILITY

If you have a claim against us for any loss or damage for which someone else (including you) could also be liable, our liability to you in those circumstances shall be limited to a just and equitable proportion of the loss or damage in question after liability for it has been apportioned between everyone responsible and for the purposes of this clause:

- "loss or damage" shall include all recoverable amounts, including legal costs; and
- the ability or otherwise of any person or entity to satisfy any legal claim for any reason including (but not limited to) death, bankruptcy, or insolvency shall be disregarded; and
- it shall be assumed that there are no agreements in force that exclude, limit or cap the liability of anyone else who might be liable to you.

Transferring to another solicitor

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

This requirement will apply even to litigation cases where we might have agreed to charge a fee only if your case was successful. If you change to another solicitor, this agreement automatically ends and we will require payment for the work we have actually done. We will issue a bill as soon as possible. Our fees must be discharged prior to the release of the file.

The files

By asking us to handle your case or transaction, you are agreeing to accept a photocopy only of the correspondence file if you later want it. By law, we are entitled to keep a copy of the file, or the original, if you have agreed that we may have the original. We will charge a reasonable charge for each page of photocopying. See the section for details at the end of this document for the current rate.

If you are transferring to another solicitor, we will give you, or your new solicitor, the originals of all documents. We will charge a reasonable administration fee for the transfer of the file to you or your new solicitor. This will also apply to deeds, wills and agreements, which we store for you.

We are required by law to keep a copy of the file for a certain period.

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.

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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.

Enforcement of overall agreement

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

Use of Emails

Unless otherwise agreed, we may use conventional (unencrypted) email to communicate with you and anyone else that is involved in any matter on which you instruct us. You acknowledge that conventional email may present security risks in certain circumstances and you shall be taken to have accepted those risks unless you tell us not to use that means of communication. If you would like us to use encrypted email for communication purposes you should notify us in writing. We will endeavour to do so, but this shall also be subject to us making the necessary arrangements with you and any other recipients.

Please note that in order to protect the integrity and security of our IT systems, we may prohibit the receipt and opening of certain types of electronic files by our staff and you should note our internal IT procedures may also impose a delay on our ability to open and deal with certain types of electronic files.

8. Section for details

Professional indemnity insurance

Our professional insurance details are as follows:

Insurer: QBE Insurance (Europe) LtdLtd

Contact details: +44 (0)20 7105 4000 or enquiries@uk.qbe.com

Countries covered: Republic of Ireland

Our firm's complaints procedure

The following is our firm's complaints procedure:

- The client should bring any issue of concern to the attention of the solicitor or fee earner handling their case or transaction and the solicitor or fee earner will make every effort to resolve the issue.
- In the event that the issue is not resolved, the client can avail of this internal complaints procedure.
- To avail of the procedure, the complaint should be made by letter or email, addressed to Finnian Doyle, Principal in charge of customer relations. If the complaint concerns the Principal/ Partner in charge of customer relations, the complaint should be addressed to Caolán Doyle, Office Manager.
- When the written complaint is received, it will be brought to the attention of the Principal/ Partner in charge of customer relations, or Office Manager, as appropriate.
- The complaint will then be recorded in the firm's Complaints Register.
- The client will be sent a written acknowledgement of the complaint within seven days.
- The relevant file will be reviewed by the Principal/Partner in charge of customer relations, or Office Manager, as appropriate. He/she will discuss the matter with the solicitor or fee earner dealing with the case or transaction.
- The client will be sent a full written response within 14 days of the receipt of the written complaint.

Advice in relation to foreign law

We do not provide advice about law in countries outside Ireland.

Information about our charges in your particular case

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

9. ENTIRE AGREEMENT

This Contract incorporates and replaces all previous representations and agreements between us whether written or oral. We and you acknowledge that in entering into this Contract we and you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. **10. GOVERNING LAW**

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales and considered exclusively by the English and Welsh courts.

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Doyle & Company Solicitors Privacy Notice

1. Who we are:

We are Doyle and 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. For our clients, we process data:
 - in order to provide you with legal advice .
 - to assist you with legal claims or legal proceedings.
 - to assist you with your legal rights

The legal basis for the processing of this data is processing necessary for the performance of a contract to which you are a party and for this processing is our legitimate interest in the administration and operation of our legal services as well as our legitimate interest in marketing and promoting our firm's legal services.

Where we process special categories of data relating to you, e.g. health data that we may process in connection with a legal claim where we are acting on your behalf, our legal basis for processing will be that the processing is necessary for the establishment, exercise or defence of legal claims.

There may also be limited circumstances where our legal basis for processing is your consent (where we have sought it and you have provided it to us), in which case you can withdraw your consent at any time.

We share this data with our practice management system provider. We may also send you emails through our email service provider. They may only process this data for the purpose of providing us with their services, and no other purpose.

We may also share certain parts of this data with your barrister, doctor or expert witness and with the counterpart solicitor.

We will retain this data in accordance with law society recommended file retention periods.

B. For our potential, current and past clients, we process data:

- in order to market the services of our firm.
- to provide you with legal updates and newsletters to which you have subscribed.

The legal basis for this processing is our legitimate interest in the administration and operation of our legal services as well as our legitimate interest in marketing and promoting our firm's legal services. We always include an unsubscribe button in our communications, so you can opt out of receiving such communications at any time.

We share information such as your name and email address with our newsletter services provider who sends out our newsletters. This provider is not permitted to use this data other than on our behalf.

We will retain this data for 5 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

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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

If you do not provide us with your information for the purposes described above, we cannot provide you with legal advice, represent you in legal proceedings or send your our newsletter,

7. Automated decision-making and profiling

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

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			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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			Date of PIAB Lodged with Accident Deadline PIAB			90-day Time		Statute	Proceedings		
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	1		Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 12/89

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SECTION C - 13/89

			Date of PIAB Lodged with Accident Deadline PIAB			90-day Time		Statute	Proceedings		
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			Date of PIAB Lodged with Accident Deadline PIAB			90-day Time		Statute	Proceedings		
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			Date of PIAB Lodged with Accident Deadline PIAB			90-day Time		Statute	Proceedings		
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			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
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	1		Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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			Date of PIAB Lodged with Accident Deadline PIAB			90-day Time		Statute	Proceedings		
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			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 20/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 22/89

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SECTION C - 23/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 24/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 25/89

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Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 26/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status
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SECTION C - 27/89

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SECTION C - 28/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 29/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 30/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 31/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 32/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 33/89

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SECTION C - 34/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 35/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 36/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 37/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 38/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 39/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 41/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 42/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 43/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 45/89

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			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
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SECTION C - 47/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 49/89

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			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 52/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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SECTION C - 53/89

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SECTION C - 54/89

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			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 56/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status
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SECTION C - 57/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 58/89

			Date of	PIAB	Lodged with	90-dav Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status

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SECTION C - 59/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
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			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status
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			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status
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SECTION C - 62/89

			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status
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			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status
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			Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	Account No.	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status
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C:\Users\caolan\AppData\Local\Keyhouse\KHFramework\Temp\4f8fdc242ef44137a3d3242e5742b479\743227.XLS

		Date of	PIAB	Lodged with	90-day Time		Statute	Proceedings	
Client	F/E	Accident	Deadline	PIAB	Limit	PIAB Release	Expires	Issued	Status
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Spreadsheet User Guide

(These notes pertain to the construction of the spreadsheet and are not legal definitions.)

Using the Spreadsheet

All dates may be entered in normal format, for example 17/03/11. The spreadsheet reformats these automatica

In order for the Sort buttons to work, macros must be enabled.

In Excel 2003 and earlier, choose **Enable Macros** when you open the file. If you don't see an Enable Macros option, go to Tools menu, Macro, Security, and choose Medium. Click OK. Close and re-open the file.

In Excel 2007 and later, when you open the file, click **Options** and choose **Enable this Content**. If you don't see an Options button above column C, click on Office Button (top left), Excel Options, Trust Center, Trust Center Settings, Macro Settings, and choose Disable all macros with notification. Click OK, and OK again.

Calculations

PIAB Deadline (column E) is calculated as two years from the Date of Accident (column D), where the Date of a

90-Day Time Limit (column G) is calculated as 90 days from the Date Lodged with PIAB (column F), where the

Statute Expiry date (column I) is calculated as PIAB deadline, plus the number of days from Date Lodged with PIAB to PIAB Release date, plus 6 months, where the Release date counts as the first day of the six months, and on the last day of the 6 months the countdown to expiry begins again (i.e. plus 6 months minus 1 day).

If PIAB Release Date or Date Lodged with PIAB (or both) are **not** entered, the Statute Expiry Date is calcula (If Date Lodged with PIAB (column F) is entered but PIAB Release Date (column H) is not, the cell in colum (If PIAB Release Date (column H) is entered but Date Lodged with PIAB (column F) is not, the cell in colum

Formulas are continued to row 3000. If more rows are required, switch off protection and fill down the formulas,

Information

This spreadsheet is not a legal document. No responsibility is accepted for any losses or damages incurred through the use or misuse of the spreadsheet, or any errors or omissions therein.

Designed by the Law Society Practice Management and Client Care Task Force in conjunction with spreadshe

ally.

Accident counts as the first day of the 2 years.

date lodged counts as the first of the 90 days.

ited as the PIAB Deadline.mn H turns orange to indicate the omission.)mn F turns red to indicate the error.)

, and format paint the formatting.

etdeveloper@gmail.com

DOYLE & COMPANY LLP

Attendance Policy

The policy of this firm is to ensure that legible attendance notes confirming verbal instructions and/or written client instructions are held on the file.

Our policy is to confirm instructions in writing.

In general, our attendance records contain the following information where appropriate:

- We set out the client's requirements and objectives
- We discuss and record agreed billing and charge out arrangements, in a format and level of detail sufficient to comply with the firm's obligations under section 150.
- We record the issues raised with and advice given to the client.
- We record our advice to the client concerning relevant key dates arising throughout the transactions.
- In attendances recording strategic stages of the transaction, we set out the options given to the client and advice on the associated risks arising in respect of the transaction.
- In our initial attendance, or in our initial letter of advice to the client, we record the action which the firm will take (or we give the client the relevant case plan).
- We identify the timescales required to complete these actions.
- We set out any action the client needs to take in the course of the transaction.

We keep file records and confirmations in writing of

- instructions received by the firm and
- advices furnished prior to accepting work, at the outset of and throughout the duration of the case

Our policy is to keep well kept attendances to provide a record of instructions received and advice given.

Our firm policy is to ensure that attendances/file records:

- 1. Be completed in all instances, including for
 - a. Meetings in person or by internet (a new one for Ireland!)
 - b. Telephone calls and
 - c. Conferences.
- 2. Be typed or processed, legibly written or electronically recorded
- 3. Include the date, time of the meeting, who was spoken to and its duration
- 4. Include adequate details of the discussion, including
 - a. Options

- b. Risks
- c. Actions agreed, and
- d. Key dates.
- 5. Reflect the time spent in the meeting or discussion in terms of content recorded.

We use **a template attendance** set out in the Appendix to this policy.

DOYLE M& COMPANY LLP 23 October 2021

Appendix

ATTENDANCE

Name of Firm: Address: Name of Client Telephone/Consultation/Conference: File Ref: Date:

[Name of Fee Earner]

Duration of meeting/call with Client: [Insert] People Present:

Discussed:

- a. Clients Requirements and Objectives
- b. Billing Rates
- c. Issues raised
- d. Advice given
- e. Relevant key dates
- f. Options and Risks

Action to be taken:

[Client] wants

Timescales for Action

Actions client needs to take

				& COMPANY LLP			
			WILL	S REGISTER	····	.	
Client Ref	Client Name	Client Address	Date of Will	Executors Name	Executors Address	Executors Phone No.	Location of Will
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DOYLE & COMPANY LLP

UNDERTAKING POLICY

- It is the policy of this firm to always obtain our client's unequivocal, irrevocable written authority before giving an undertaking on behalf of that client.
- All undertakings given by the firm must be in writing and signed by the Principal. No other person in this office has authority to sign an undertaking.
- All undertakings received by a third party must first be pre-approved by the Principal. No other person in this office has authority to accept an undertaking.
- If the undertaking is financial in nature, all efforts should be made to limit the undertaking if at all possible, taking into account events and circumstances beyond the firm's control.
- An undertaking should only be given by the firm provided it is within our control and power to fulfil. If the undertaking is reliant on a third party fulfilling an obligation, then the undertaking must not be given.
- It is firm policy to never request an undertaking from another solicitor when you know or ought to have known that it cannot be complied with.
- An open ended or general undertaking should never be given. Wherever possible, the undertaking should be limited to a certain time frame or amount. Undertakings should always be specific and refer to a particular task or action.
- An undertaking given must be capable of being complied with within a reasonable time frame.
- About undertakings given in relation to mortgages, particular care should be taken with all sum's due mortgages. The standard letter to the bank requesting redemption figures should be sent i.e. that we are looking for an amount in respect of all monies due to the bank which will procure the release of the mortgage.
- The undertaking must be unambiguous, clearly understood and agreed between the parties.
- In relation to litigation matters the following undertakings can only be given following agreement with the Principal:
 - VHI undertakings client must sign a form of authority / acknowledgment.
 - Paying monies to Bank
 - Discharge of costs and taking over a file.
- Once an undertaking has been given or received by the firm, [insert name] who is responsible for maintaining and updating the undertakings register should be notified by internal email correspondence by the fee earner who has given or received the undertaking.
- A copy of the undertaking should be placed on the inside of the file [and scanned against the particular matter on the case management system]. The existence of the undertaking should be noted against the matter on the firms' case management system. The undertaking must be easy to locate on the file.

- A colour coded undertaking sticker or another appropriate indicator should be placed on the outside cover of the file, so the existence of the undertaking is easily identifiable on the outside of the file.
- The conveyancing committee of the Law Society is of the view that undertakings to discharge net proceeds of sale should rarely be given. If they are the following issues must be addressed:
 - Has the full (and irrevocable) written authority of the client been obtained?
 - In a probate/administration case, what is to happen if the instructing executor/administrator dies?
 - Is the undertaking worded so as to apply only 'if and when the property is sold'?
 - Is the undertaking stated to be subject to the solicitor having carriage of sale?
 - Is the undertaking stated to be subject to the sale proceeds coming through the solicitor's office?
 - If the undertaking relates to the sale of property, does the solicitor have possession of the deeds **and** does the solicitor have actual and unfettered control of the deeds? Check the wording of any ATR under which the deeds have been taken up from a lending institution if the ATR requires 'net proceeds of sale' to be lodged, this should be negotiated with the lending institution to specify the exact agreed figure that the lender requires in order to release the deeds and to give a discharge/release of any charge/mortgage on the property.
 - 'Net proceeds' should be clearly defined and quantified, that is, a specific figure should be agreed in advance.
 - Any undertaking should be to pay the exact agreed figure rather than the 'net proceeds of sale'.
 - Do not give the undertaking where a sale has not already been agreed.
 - Carry out searches against the client and the property before giving the undertaking.
- Solicitors are not obliged to give undertakings to discharge land registry queries in a compulsory registration conveyancing transaction. An undertaking should be given by the vendor pursuant to the provisions of General Conditions 28 and 29 of the Law Society's standard Contract for Sale.
- It is the policy of this firm that when furnishing an undertaking to the bank to certify title with regard to a house in the course of construction or a stage payment transaction that such a certification will need to be qualified.

The Law Society of Ireland has set out basic principles with regard to undertakings and their meaning. They are as follows: -

- An undertaking is any unequivocal declaration of intention addressed to someone who reasonably places reliance on it and made by a solicitor in the course of his/her practice, either personally or by a member of the solicitors staff whereby the solicitor (or in the case of a member of his/her staff, his/her employer) becomes personally bound.
- Failure by a solicitor to honour the terms of a professional undertaking is prima facie evidence of professional misconduct.
- An undertaking will normally be required to be honoured only as between the giver and the recipient.

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- An undertaking does not have to constitute a legal contract to be enforceable in conduct.
- An undertaking is still binding even if it is to do something outside the solicitor's control.
- A solicitor is responsible for honouring an undertaking given by a member of the solicitor's staff, whether admitted to the Roll of Solicitors or not.
- Where a solicitor in partnership gives an undertaking as a solicitor in the course of practice, all partners are responsible for its performance.
- A solicitor cannot avoid liability on an undertaking by pleading that to honour it would be a breach of duty owed to the client.
- A solicitor who gives an undertaking which is expressed to be dependent upon the happening of a future event must notify the recipient immediately if it becomes clear that the event will not occur.
- The High Court has power to enforce an undertaking because of its general jurisdiction over officers of the Court.
- Ambiguous undertakings are construed in favour of the recipient
- Undertakings should never be given regarding funds to be recovered for children, as the Court has exclusive jurisdiction over the determination of infant actions.
- An undertaking is still binding even if it requires you to do something outside your control.

If there are any queries or concerns in relation to this policy, please contact [insert name]. Failure to follow this policy may lead to disciplinary action against the member of staff concerned.

DOYLE & COMPANY LLP

23 October 2021

DOYLE & COMPANY LLP KEY DATES REGISTER POLICY & PROCEDURES

At Doyle & Company LLP we operate a central diary / key dates register. This is a risk management tool and forms an important part of our professional indemnity insurance arrangements.

General

Key dates vary significantly according to the type of work which is undertaken. The starting point is that key dates must be record where failure to comply could result in a negligence action, but we should also record information where the firm may simply want to remind clients about issues.

Examples of key dates are:

- signing and closure dates in contracts
- registration of charges within 21 days of their creation
- payment of stamp duty
- limitations dates
- expiry of periods for bringing litigation claims
- dates referred to in undertakings
- court / tribunal deadlines/ hearing dates

These are only suggestions and they will differ depending on the nature of the file.

Procedure

On receiving notification of a relevant time limit or on completion of any transaction you must notify Caolan DOyleof any relevant key date.Caolan Doyle will maintain the register and will remind you to complete the relevant task before the expiry of the notified time limit.

When more than one fee earner is dealing with a matter involving key dates you must agree between yourselves who will prepare the relevant information and identify who should receive the appropriate reminder. You must provide Caolan Doyle with:

• The file number

- The client number
- The matter description
- The event giving rise to the key date
- The key date
- The date on which you would like to be reminded of the forthcoming key date.

The importance of the key date register cannot be overstated. A failure to record a key date will have an impact on the firm's risk management policy and may result in disciplinary action being taken against you.

DOYLE & COMPANY LLP 23 October 2021

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DOYLE & COMPANY LLP

POST PROCEDURES

1. Receiving Post

- Delegate the opening of all incoming post to a responsible person (principal/partner) and a deputy.
- Date stamp incoming letters.
- If the identity of the intended recipient is not apparent, take prompt steps to find out who it is.

2. Sending Post

- Delegate the posting of mail to one or more staff members, and ensure that everyone knows the time(s) of the local postal collections.
- Outgoing mail should be posted in time for the evening collection.

3. Document Exchange

- If your practice belongs to the DX system, ensure that the practice has and uses the DX Directory of Members to address correspondence.
- Use the DX system in preference to the postal system, where possible. The DX address must be clearly shown on the envelope.

4. Courier Service

- Establish a relationship with a courier service and agree rates and terms of service. Display the name and contact number at reception so that everyone can find it when needed as well as including it in internal contacts list.
- Use the courier for urgent deliveries or collections where the cost can be justified.
- Ensure costs are recorded to the relevant client/matter.
- To control costs staff should get authorisation from the relevant fee/earner before ordering a courier.

DOYLE & COMPANY LLP 23 October 2021



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	File Ref	Client Name	Matter	Fee Earner	Reviewer	Date Reviewed	Corrective Action	Verified
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DOYLE & COMPANY LLP

FILE REVIEW POLICY

- It is the policy of this firm to review all files in rotation every three months as it is an important exercise in quality management.
- This is to ensure that files are being progressed at an adequate rate, updated where
 possible and as appropriate, reporting to the client on the current status of the
 matter. Clients should always be kept informed of the progress on their files
 including reasons for lack of progress, delays relating to key dates and the
 implications of such delays.
- Each fee earner, to include partners/the principal, should carry out a daily review of their tasks/reminders as recorded on the firm's practice management system/MS Outlook diary.
- Each fee earner responsible for the day-to-day handling of the file is responsible for reviewing their own files, to include partners/ principal, in rotation every three months. A record of the file review should be clearly noted on the new client/matter form or alternatively recorded on the case management system.
- A random selection, preferably 10 of each fee earners files, including partner files, will also be subject to a bi-annual peer file audit by a person other than that person responsible for the day-to-day handling of the file ("the Reviewer"), i.e. {Partner/Supervisor/Risk Management Partner/another colleague of equal status}.
- These files will be reviewed using the File Review Checklist. The Reviewer will be entitled to review any files requested and restriction of the Reviewer's access to any files will be regarded as a disciplinary matter.
- A File Review Register will be maintained and the Reviewer will place the completed, signed and dated File Review Checklist on the file and a record of the file audit will be noted on the File Review Register. This Register will be reviewed at least quarterly by a Partner/Principal. Any corrective actions highlighted by the Reviewer on the File Review Checklist must be addressed by the fee earner within 14 days. This should be verified by the Reviewer.
- If there are any queries or concerns in relation to this policy, or any suggested improvements, please contact [insert name].

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DOYLE & COMPAANY LLP File Review Form

Name of fee earner:
Name of reviewer:
Date of review:
Client:
File Reference:
New Client/Existing Client:

Note: reasons should be given for any N/A answers

1.	Is there a letter of engagement/client care letter on file?	Yes	No	N/A
2.	Does the letter of engagement contain a limitation of liability clause?	Yes	No	N/A
3.	Is there s.150 compliance on file?	Yes	No	N/A
4.	Has the firm complied with its AML obligations?	Yes	No	N/A
5.	Is there evidence of a conflict of interest check on file?	Yes	No	N/A
6.	Has a risk assessment been carried out?	Yes	No	N/A
7.	Has a client creditworthiness check been carried out?	Yes	No	N/A
8.	Have the client's bank account details (if required) been securely received or verified?	Yes	No	N/A
9.	Are the client's instructions clearly documented?	Yes	No	N/A
10.	Were case plans/instructions check lists used?	Yes	No	N/A
11.	Is the file opening form fully completed and signed by a partner?	Yes	No	N/A
12.	Is the file label fully completed?	Yes	No	N/A
13.	Are attendance notes being made and recorded on file?	Yes	No	N/A
14.	Is all correspondence in date order?	Yes	No	N/A
15.	Is incoming correspondence date stamped?	Yes	No	N/A

16. Has a client complaint been received, and if so, has it been notified to the Yes No N/A © Outsource

SECTION C - 82/89

DOYLE & COMPAANY LLP File Review Form

appropriate partner in accordance with the firm's client complaints policy and recorded on the register?

- 17. Is the file maintained in good order, neat and tidy and easy to find your way around?
- 18. If an undertaking has been given or received, is there confirmation of this on the file?
- 19. Is there confirmation that the documented undertaking has been logged on the undertakings register?
- 20. Has the existence of the undertaking been noted on a prominent position on the file?
- 21. Are there any critical/key dates to be considered and if so, have these been vupdated into the central register?
- 22. Has the existence of the key date been noted on a prominent position on the file?
- 23. If the file is ready for closing, has the closing procedure been fully adhered to?

Yes	No	N/A
Yes	No	N/A

OVERALL ASSESSMENT OF FILE

Excellent	
Very Good	
Good Fair	
Fair	
Poor	

Date:_____

Signed by reviewer:_____

Signed by fee earner:______(post corrective action)

- Any corrective action must be completed by the fee earner within 14 days of the review.
- One copy of the file review checklist to be retained on the file
- One copy of the file review checklist to be retained centrally and noted on the file review register

DOYLE & COMPANY LLP

FILE CLOSURE POLICY & PROCEDURES

- 1. Each fee earner is responsible for closing his/her file once fully completed.
- 2. The appropriate File Closure Form must be completed and submitted to [accounts] [name of bookkeeper]. This will confirm that all ledger balances have been dealt with and the file matter closed on the accounts system. This form requires to be signed off by [partner] [principal].
- 3. A file closure/disengagement letter must be sent to the client to include any balance of monies due to the client. This letter should also highlight to the client any important issues of which he/she should be made aware such as critical dates and file retention periods.
- 4. A client satisfaction survey should be sent to the client with the file closure letter.
- 5. The file closure form/checklist must be completed and placed in the file. All matters addressed in the checklist must be dealt with and ultimately the form must be signed off by a [partner] [principal]. This will ensure that all undertakings, both given and received, have been discharged. Where we have dealt with the undertaking, for example by retuning deeds to a bank, written confirmation of discharge must be obtained and filed with the correspondence.
- 6. All relevant documentation must be returned to the client, the lending institution or other party as appropriate. Such deeds or documents must be scheduled with a copy of the schedule signed and returned by the recipient by way of acknowledgment of receipt. Any relevant documentation that is to be retained by us, such as deeds, wills, agreements should be scheduled, logged in the deeds register and sent for safe storage.
- 7. The file should then be archived with an appropriate archive/closed file reference number allocated and noted in the archives/closed files register.
- 8. The file should be allocated a file destruction date and this date should be diarised forward.
- 9. The file should be stored in a secure location where it can be protected against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.
- 10. In circumstances where [name of firm] is outsourcing the storage of files/data to third party data storage service providers [insert name of data storage service provider], it is the firms' policy to have a written agreement in place between the firm and the named data storage service provider which includes appropriate security measures.

DOYLE & COMPANY LLP 23 October 2021

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FILE CLOSURE CHECKLIST

Client Name: File reference: Matter details:

Fee earner: [Principal][Partner][Supervisor]:

1. Has the case been closed on [case management system]	Yes		No 🗌
2. Was the letter of engagement signed by the client .	Yes		No 🗌
3. Is there confirmation on file from accounts that matter is closed and all ledger balances cleared?	Yes		No
4. Has all surplus/duplicated paperwork been removed from file?	Yes		None
5. Has a final statement of account and fee note been sent to the client?	Yes		No
6. Have all client-supplied documents been returned to the client?	Yes		None
7. Have all deeds, sensitive material or other assets been returned to client/institution/long term storage?	Yes		None
8. Has closing letter been sent to the Client?	Yes		No
9. Have you received/attempted to obtain copy signed by Client?	Yes		No
10. Have all undertakings (both given and received) been discharged with appropriate written confirmation to this effect?	Yes		None
 Have all forward key dates been diarised? Key dates should include the file retention period. 	Yes		None
12. Have all forward key dates been notified to client? Key dates should include the file retention period.	Yes		None
13. Any intentions for case publicity involving client details have been agreed with the client?	Yes		None
14. There is evidence of return and receipt of client and third party property?	Yes		None
15. All other concluding steps specific to work-type (such as registering and filing) and anything specific to the client's own service agreement have been completed?	Yes		None
16. Have <u>all</u> files been marked/stamped "closed" and signed off by the F/E?			
17. Have <u>all</u> files been marked "1 of 3", "2 of 3", "3 of 3" and collated	Yes	$-\Box$	Single File

	together for Archiving?			
18.	Have the contents of lever arch or other supplemental files been transferred to standard files and marked/stamped "closed" and signed off by the Fee Earner?	Yes		Single File
19.	Update system with any changes of address?	Yes		None
20.	Client Satisfaction Survey sent?	Yes		No
21.	Have you determined the retention period and destruction date for both hard and soft copy personal data? State File Retention period:- State File Destruction date:-	Yes		No
22.	Have you determined a location where the physical file will be stored securely? Have you determined a location where the soft copy file will be stored securely? If necessary, have you entered into a secure contract with a third- party storage provider?	Yes		No
Fee earr	ners comments (if any):	1		
Signed k	by fee earner:	Date	:/_	_/
Signed k	by Principal/Partner:	Date	:/_	_/

			DOYLE & CO						
DEED REGISTER									
Client Ref	Client Name	Client Address	Client Telephone	Description Property	Date Purchased	Lending Institute	Location of Deeds		
				<u>i</u>					

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DOYLE & COMPANY LLP PARTNER MEETING AGENDA

Date and time:

In attendance:

Agenda [suggested items for inclusion]

- 1. Apologies
- 2. Minutes [approval of minutes of meeting of the _/_/_]
- 3. Partnership issues
- 4. Financial position/financial performance
 - a) Billing/ fee levels
 - b) Work in progress/ lock up
 - c) Bad debts
 - d) Cash flow
- 5. Strategic direction of the Firm
- 6. Development of staff
- 7. Recruitment
- 8. Important administration and personnel issues
- 9. PII
- Claims reviews/notifications
- Complaints reviews
- Regulatory issues/update on any changes to regulatory compliance obligations
- Risk management
- 10. Marketing and developing the Firm/ cross selling
- 11. Risk Management
 - Update on review of all registers.
 - Any risk management updates?

12. Premises

13. I.T.

14. AOB

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DOYLE & COMPANY LLP Data Protection Policy

Introduction

Doyle & Company LLP needs to gather and use certain information about individuals. These can include clients, suppliers, business contacts, employees and partners and other people the firm may have a relationship with or may need to contact. This policy describes how this data may be collected, handled and stored to meet the firms' data protection standards – and to comply with applicable data protection laws.

Data protection definitions are set out at Appendix 1 below.

Why this policy exists

This data protection policy ensures Doyle & Company LLP

- Complies with data protection law and follows good practice
- Protects the rights of clients, staff and partners
- Is open about how it stores and processes individuals' personal data
- Protects itself from the risks of a data breach

This policy does not form part of any employee's contract of employment and it may be amended at any time. Any breach of this policy will be taken seriously and may result in disciplinary action up to and including dismissal.

Data Protection Law

The General Data Protection Regulation and the Data Protection Act [2018] describes how organisations, including Doyle & Company LLP- must collect, handle and store personal data.

These rules apply regardless of whether data is stored electronically, in paper files or on other materials.

To comply with the law, personal information must be collected and used fairly, stored safely and not disclosed unlawfully.

The Data Protection Act is underpinned by the following principles;

Personal data must be;

- 1. Processed fairly and lawfully.
- 2. Processed for limited purposes and in an appropriate way.
- 3. Adequate, relevant and not excessive for the purpose.
- 4. Accurate, complete and up to date.
- 5. Not kept longer than necessary for the stated purpose.
- 6. Processed in line with data subjects' rights i.e. access and amendment rights.
- 7. Secure.
- 8. Not transferred to people or organisations situated in countries without adequate

protection.

Policy scope

This policy sets out the firms' rules on data protection and the legal conditions that must be satisfied in relation to the collecting, obtaining, handling, processing, storage, transportation and destruction of personal and sensitive information.

This policy applies to all data that the firm holds relating to identifiable individuals. This can include:

- •Names of individuals
- Postal addresses
- •Email addresses
- •IP addresses
- •Telephone numbers
- •Personnel/employment files
- •Client correspondence (email and hard copy)
- •Application forms
- •Financial information
- •Records of telephone calls
- •Records of websites visited

Data Protection risks

This policy helps to protect Doyle & Company LLPfrom some very real data security risks, including;

- Breaches of confidentiality
- Reputational damage

Responsibilities

Everyone who works for Doyle & Company LLPhas some responsibility for ensuring data is collected, stored and handled appropriately.

Each person/team that handles personal data must ensure that it is handled and processed in line with this policy and the data protection principles.

- The *partners* are ultimately responsible for ensuring that Doyle & Company LLP meets its legal obligations by;
 - Appointing a data protection officer (where required to under law)
 - Keeping the partners updated about data protection responsibilities, risks and issues
 - Reviewing all data protection procedures and related policies, in line with an agreed schedule
 - Arranging data protection training for the people covered by this policy

- Dealing with requests from individuals to see the data Doyle & Company LLPholds about them ("subject access requests".
- Checking and approving any contracts or agreements with third parties that may handle the firm's sensitive data.
- Ensuring all systems, services and equipment used for storing data meet acceptable security standards
- Performing regular checks and scans to ensure security hardware and software is functioning properly
- Evaluating any third-party services the company is considering using to store or process data. For instance, cloud computing services.

General staff guidelines

- The only people able to access data covered by this policy should be those who need it for their work.
- Data should not be shared informally. When access to confidential information is required, employees can request it from their supervisor/manager
- Doyle & Company LLP will provide training to all employees to help them understand their responsibilities when handling data
- Employees should keep all data secure, by taking sensible precautions and following the guidelines below
- In particular, strong passwords must be used and they should never be shared
- Personal data should not be disclosed to unauthorised people, wither within the firm or externally
- Data should be regularly reviewed and updated if it is found to be out of date. If no longer required, it should be deleted and disposed of. See file retention and destruction policy.
- Employees should request help from a partner/principal or the data protection officer if they are unsure about any aspect of data protection

Data Storage

These rules describe how and where data should be safely stored. Questions about storing data safely can be directed to the IT manager/data controller/partner/principal.

- When data is stored on paper, the paper or files should be kept in a locked drawer or filing cabinet.
- Employees should ensure paper/printouts/files are not left where

unauthorised people could see them, like on a printer.

• Data printouts should be shredded and disposed of securely when no longer required.

When data is stored electronically, it must be protected from unauthorised access, accidental deletion and malicious hacking attempts. In this regard, the firm has the following policies in place;

- Information Systems Security policy
- Password policy
- Computer back-up policy
- General email, intranet, internet and computer usage policy

Data use

Personal data should only be collected to the extent that it is required for the specific purpose notified to the data subject. Any data which is not necessary for that purpose should not be collected in the first place.

Data accuracy

The law requires Doyle & Company LLPto take reasonable steps to ensure data is kept accurate and up to date. Information which is incorrect or misleading is not accurate and steps should be taken to check the accuracy of any personal data at the point of collection and at regular intervals afterwards. Inaccurate or out-of-date data should be destroyed. Employees should ensure that they notify their departmental manager/Office Manager/partner/principal of any relevant changes to their personal information so that it can be updated and maintained accurately. Examples of relevant changes to data would include a change of address.

Obtaining and processing data

Data protection legislation is not intended to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject. The data subject must be told who the data controller is, in our case it is [insert firm name], the purpose for which the data is to be processed by the firm and the identities of anyone to whom the data may be disclosed or transferred.

For personal data to be processed lawfully, certain conditions have to be met. These may include, among other things, requirements that the data subject has consented to the processing or that the processing is necessary for the legitimate interest of the data controller or the party to whom the data is disclosed. When special categories of data (previously referred to as sensitive personal data) are being processed, more than one condition must be met. In most cases the data subject's explicit consent to the processing of such data will be required.

We have inserted relevant consents to such processing in our template Letter of Engagement.

Personal data may only be processed for the specific purposes notified to the data subject when the data was first collected or for any other purposes specifically permitted by the Data Protection Acts. This means that personal data must not be collected for one purpose and then used for another. If it becomes necessary to change the purpose for which the data is processed, the data subject must be informed of the new purpose before any processing occurs. Any employee personal data collected by the firm is used for ordinary Human Resources purposes. Where there is a need to collect employee data for another purpose, the firm will notify the employee of this and where it is appropriate will get employee consent to such processing.

Data Retention

Personal data should not be kept longer than is necessary for the purpose. For further guidance in relation to data retention and destruction, we refer to our File Retention and Destruction policy.

Processing in line with Data Subjects Rights

Data must be processed in line with data subject's rights. Data subjects have a right to:

- Request access to any data held about them by a data controller.
- Prevent the processing of their data for direct-marketing purposes.
- Ask to have inaccurate data amended.
- Prevent processing that is likely to cause damage or distress to themselves or anyone else.

Dealing with Subject Access Requests

The firm has a Data Subject Access request protocol in place.

Providing information over the telephone

Any employee dealing with telephone enquiries should be careful about disclosing any personal information held by the firm over the phone. In particular the employee should:

- Check the identity of the caller to ensure that information is only given to a person entitled to that information.
- Suggest that the caller put their request in writing if the employee is not sure about the identity of the caller and in circumstances where the identity of the caller cannot be verified.
- Refer the request to their departmental manager for assistance in difficult situations. No employee should feel forced into disclosing

personal information.

Transfer of Data outside the EEA

If any personal data is being transferred outside the EEA, they must be compliant with EU law. Such transfer is required to be subject to "an adequate standard of protection" and an appropriate data transfer mechanism will be required to transfer personal data outside the EEA.

The requisite contractual provisions must be in place and the client/employee /data subject must be notified of such a transfer.

Providing information

Doyle & Company LLPaims to ensure that individuals are aware that their data is being processed, and that they understand;

- How the data is being used
- How to exercise those rights

To these ends, the firm has a privacy statement, setting out how data relating to individuals is used by the firm.

[this is available on request. A version of this statement is also available on the firm's website]

REVIEW OF POLICY

The firm will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives on at least an annual basis and more frequently if required taking into account any changes to current data protection laws.

Doyle & Company LLP 23 October 2021

Appendix 1

Definition of Data Protection terms

(as defined by the General Data Protection Regulation)

- Personal data means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2. Sensitive personal data means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.
- 3. Data controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
- 4. Data processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
- 5. Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- 6. Profiling means any form of automate automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person in particular to analyse or predict aspects concerning the natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.
- 7. Pseudonymisation means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified of identifiable natural person.

8. Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, personal data transmitted, stored or otherwise processed.



1 Main Street, Blanchardstown, Dublin 15 D15 YC6H Tel: (01) 820 0666 Fax: (01) 822 0880 Email: mailb@doyleandcompany.ie Web: www.doyleandcompany.ie DX: 99011 Blanchardstown

DOYLE & COMPANY LLP Website Privacy Notice

1. Who we are:

We are Doyle and 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. For people who view and interact with our website, we process data:

- to respond to your query when sent through our 'contact us' form
- to sign up to our newsletter when you request subscription through our website
- in order to provide you with legal advice .
- to assist you with legal claims or legal proceedings.
- to assist you with your legal rights

The legal basis for this processing is our legitimate interest in the administration and operation of our legal services as well as our legitimate interest in marketing and promoting our firm's legal services. We always include an unsubscribe button in our communications, so you can opt out of receiving such communications at any time.

We share this data with our client relationship management system provider. They may only process this data for the purpose of providing us with their services, and no other purpose.

We will retain this data in accordance with law society recommended file retention periods.

- B. For our potential clients, we process data:
 - in order to market the services of our firm
 - to provide you with legal updates and newsletters to which you have subscribed

The legal basis for the processing of this data is processing necessary for the purpose of the legitimate interests of our firm in promoting our services. We always include an unsubscribe button in our communications, so you can opt out of receiving such communications at any time.

We share information such as your name and email address with our newsletter services provider who sends out our newsletters. This provider is not permitted to use this data other than on our behalf.

We will retain this data for 5 years.

- C. For solicitors and barristers that we liaise with on client matters, we process data:
 - In order to liaise with you about our client matters

The legal basis for the processing of this data is processing necessary for the purposes of the legitimate interests pursued by our firm in representing our clients.

We share the information you provide with our practice management system in order to store your contact information with our client file. We may also send you emails through our email service provider.

We will retain this data for 5 years.

D. For job applicants to the firm, we process data:

- to recruit new employees
- to ascertain your suitability for a specific role

The legal basis for this processing is processing necessary for the purpose of the legitimate interests of our firm in recruiting new staff. Please see the privacy notice in the job advertisement for further information about how we process applicant data.

We share the information you provide in your application with our contracted recruiter in order to make a shortlist of candidates. This recruiter is not permitted to use this data other than on our behalf. We may also send you emails about your application through our email service provider.

We will retain this data for 3 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

You may browse our website without providing us with any personal data and this will not affect your ability to view our website.

If you do not provide us with your information for the purposes described above, we cannot send your our newsletter, respond to your queries sent through our contact us form, liaise with you on client matters or assess your suitability for a role within our firm.

7. Automated decision-making and profiling

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

DOYLE & COMPANY LLP

DOYLE & COMPANY LLP Confidentiality Policy

At Doyle & Company LLP Solicitors we have a professional duty to keep confidential all matters coming within the solicitor/client relationship. This also includes the existence of that relationship.

Confidentiality relates to the transmission of personal, sensitive or identifiable information about individuals or organisations (confidential information), which comes into the possession of the firm through its work.

We understand that the matters a client brings to us are often highly sensitive. It is very important that the client feels free to fully discuss all aspects of the matter they are instructing us on with us. Accordingly, all discussions with us will be held in strictest confidence.

A solicitor's duty of confidentiality should over-ride any inclination to report any matter to any authorities or co-operate with them against the interest of the client and should insist upon receiving a court order or warrant unless the client is prepared to waive their right to confidentiality.

Every fee earner should acquaint themselves with the Law Society's guide to professional conduct for further detail on solicitor/client privilege and confidentiality.

The duty to protect client's privilege and the duty to keep the affairs of the clients confidential extends to every member of staff in this firm. All staff have been informed that they should not disclose to any unauthorised party anything they learn in the course of their employment and it is a policy of this firm that this is acknowledged by the staff member in their contract of employment. This extends beyond the completion of the matter and termination of employment of the staff member.

In order to protect client information and preserve client confidences we have implemented the necessary physical, electronic and procedural safeguards that comply with professional standards.

- All personal paper-based and electronic data must be stored in accordance with the General Data Protection Regulation and the Data Protection Act and must be secured against unauthorised access, accidental disclosure, loss or destruction.
- All personal paper-based and electronic data must only be accessible to those individuals authorised to have access.
- We have installed the most up-to-date fire wall and anti-virus technology to protect the information stored on our server. Any remote access of client information is protected by the most up-to-date secure server technology.
- The introduction of diskettes, CDs, DVDs, memory sticks, USB Devices or other media via the firm's computer terminals can only be done with the prior knowledge and approval of Caolan Doyle.
- Our reception is enclosed and not within ear shot of the client waiting area in order to protect the confidentiality of our clients who contact the firm by telephone. All post is opened in a separate room away from the reception area.

- All files are stored in secure filing cabinets.
- All computer terminals are password protected.
- If a file is removed from the office for work purposes it is never carried openly by hand but stored in the fee earners brief case until arrival at the intended destination.
- The firm's protocol in relation to the disposal of client information is very strict. All draft client related documentation is shredded and disposed of in accordance with the firms shredding procedure. All archived files are destroyed within the requisite time periods as recommended by the Law Society of Irelands destruction of files practice direction.
- Breaches of this policy will be dealt with under the Grievance and/or Disciplinary procedures as appropriate.

DOYLE & COMPANY LLP 23 October 2021

Register of Systems/Processing Activity

Name Address Phone Number	Doyle & Compan 123 Cabra Road, 018383388 and 0	Dublin 7 and 1 Main Street, Blanchardstown, Dublin 15				
Category of Personal Data	Data Subjects	Purposes and Lawfulness of Processing	Transfers outside EEA	Time limits for erasure		
Administritive: name, pps number address, contact details, dates of appointments etc.	A client, a claimant, witness or an individual otherwise	In order to collect, use, share, and otherwise process your information for the purposes described in this Notice, we rely on a number of legal bases, some of which are mentioned above, including where: • necessary to perform a contract we have with you, such as our Terms of Engagement, and to provide the Services (we refer to this as contractual necessity above); • you have consented to the processing (in which case you may revoke your consent at any time); • necessary for us to comply with a legal obligation, or to establish, exercise or defend legal claims; • necessary to protect your vital interests or those of others; • necessary for the purposes of D&CO's or a third party's legitimate interests, such as those of clients, partners, staff or others, provided that those interests are not overridden by your interests or fundamental rights and freedoms; and The Irish Data Protection Act 2018 contemplates that the processing of special categories of personal data and Article 10 data (broadly speaking, data relating to criminal convictions) shall be lawful where the processing: • is necessary for the purposes of providing or obtaining legal advice or for the purposes of, or in connection with, legal claims, prospective legal claims, legal proceedings or prospective legal proceedings, or • is otherwise necessary for the purposes of establishing, exercising or defending legal rights. We will rely on these exceptions in the 2018 Act and other exceptions in Article 9 of the GDPR when processing special categories of personal data.		We will retain this data in accordance with the recommendations of the Law Society of Ireland.		
Sensitive Information information relating to health (e.g. medical records), genetics, race, religious beliefs, sex life, sexual orientation, criminal record or trade union membership.	A client, a claimant, witness or an individual otherwise connected with a case or other legal matter	In the course of providing the Services, particularly legal services, we may process certain information that attracts special protection under EU law We rely on exceptions contained in Article 9 of the GDPR and in the Data Protection Act 2018 to process this information.	We do not currently transfer data outside the EEA.	We will retain this data in accordance with the recommendations of the Law Society of Ireland.		
Administritive: name, pps number address, contact setails, dates of appointments etc.	Employees	Required to preform role as employer	We do not currently transfer data outside the EEA.	Personal data retained for as long as the subject remains an employee.		
Recipients with whom we share per	sonal data					
Data Processers	Online Data back	up companies, Practice Software Vendors, IT Security Providers				
Required for the provision of legal services	Experts, advisors, lawyers, insurance companies and others connected to the provision of legal service, Legal and safety reasons: Courts, regulators and statutory bodies					

REQUESTS TO ACCESS DATA UNDER DATA PROTECTION

A LAW SOCIETY OF IRELAND CHECKLIST FOR SOLICITORS



This checklist is designed for use in conjunction with the Law Society's Guidance Note for solicitors on requests to access data under data protection legislation and is intended as best practice guidance. Further information and reference material in relation to data protection obligations generally is available in the members' area of the Society's website https://www.lawsociety.ie/dataprotection.

Task	<u>Complete</u>					
For access requests by non-clients, open a file for correspondence in relation to the data access request entitled "general data access requests by non-clients".						
Review the legislation –the GDPR and the Data Protection Act 2018						
HOW TO APPROACH A DATA ACCESS REQUEST WITHIN THE FIRST FEW DAYS						
1. If the request has been received orally, has the request from the data subject been documented?						
2. Is the person making the data access request the person they claim to be?						
If required, have you established that the person making the request is the person who they say they are by verifying, in person, by reference to photographic identification? If a face-to-face meeting is not possible (for whatever reason), you should request a certified copy of photographic identification.						
 3. When must the data access request be completed? You must respond to the request as soon as may be and within one month (unless extended). 						
 Notify the data subject in writing, as early as possible, should you intend to require identification verification. 						
 Notify the data subject if you intend to extend the response period. 						
 Diary reminders for yourself from the date you receive the request right up until the end of the one month time limit (unless extended) to ensure that you meet the deadline. 						
4. Write to the data subject – Letter 1 of 2 Write an initial letter to the data subject along the lines suggested in the Guidance Note.						

HOW TO PROCESS THE DATA ACCESS REQUEST						
 How should I search for data in relation to a data subject? Conduct a search of electronic data – along the lines suggested by the Guidance Note. 						
 Conduct a search of manual data – along the lines suggested by the Guidance Note remembering the important definition of "filing system". 						
2. Is the person entitled to access the data in relation to another individual?						
Consider whether Article 15(4) of the GDPR applies to the data or where appropriate, documentation should be redacted to remove data relating to other individuals.						
3. Do I hold personal data in relation to the data subject?						
 Refer to the definition of personal data contained in Article 4(1) of the GDPR – personal data "means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person"; 						
• Could the data be interpreted as falling within the meaning of personal data?						
 Is the data a type of personal data to which access is restricted (e.g. containing an expression of opinion about the person)? 						
4. Is the data exempted from the right of access? – primarily, section						
162 and section 60 of the Data Protection Act 2018						
Is the data exempt from disclosure under any of the exemptions set out under the Data Protection Act 2018? For example, is the data covered by legal professional privilege or does it consist of a confidential expression of opinion about the requester etc?						
5. Inform the data subject of the results of the processing of their data						
access request – letter 2 of 2						
 Write a second letter to the data subject, along the lines suggested in the Guidance Note 						
 Note, informing them of the outcome of the process, without undue delay and within the one month time-frame (unless extended). 						
• If a solicitor decides to refuse access, the letter should outline the reasons why the solicitor believes that the data subject should not be allowed to access the data and should also information the individual about their right to complain to the Data Protection Commission about the refusal or seek judicial remedy						

DOYLE & COMPANY LLP Computer Backup Policy

Date of current issue:	
Date of next review:	
Confidentiality level:	Those involved in Computer Backup

Distribution list

All [Firm Name] employees.

Signoff list

Name	Signature

1 Introduction

It is the Practice policy that all programs and data are backed up daily to ensure that if there is a system failure that loss of information, time and resources are kept to a minimum.

2 Frequency and Timing of Backups

- A full back up of Practice data and programs held on the server is taken every day.
- The backup is scheduled to run automatically at [time] daily.
- A separate backup routine will be required for any items not stored on the network server.

3 Backup Rota

[Insert name of staff member] and [deputy] are responsible for:

- 1. Changing tapes: inserting tape at close of day and removal of tape first thing in the morning, from the backup unit
- 2. Storing the backup tapes
- 3. Checking the backup has been successful
- 4. Managing a backup failure
- 5. Maintaining the backup log.

The rota should include clear deputising arrangements for cover in the event of staff absence (both planned and unplanned).

4 Verification of Backup Status

The designated member of staff must check the backup status on the system first thing each morning and report any failures to the practice manager and system supplier.

5 Backup Log

A daily backup log (see attached example) is issued to keep a report of backups, their status, which tapes are used and housekeeping of the backup system. These logs are stored in [specify location].

6 House-keeping of the Backup System

Regular maintenance of the backup device is carried out to ensure it is kept in good working order.

Cleaning tapes are used in accordance with manufacturer's instructions. Tape drives should be cleaned monthly or more often if the cleaning light is illuminated.

7 Managing Backup Failure

In the event of an unsuccessful backup, the staff responsible for checking the backup must immediately:

- 1. Note any messages / information on the server monitor
- 2. Contact the relevant member of staff to report the failure
- 3. Record the failure in the backup log and any actions taken as a result
- 4. Clean the tape drive using the manufacturer's recommended cleaning cartridge
- 5. Check the age of the tape used. Destroy tape and replace if near or over its age limit
- 6. If the backup fails repeatedly, it may be necessary to perform a manual backup. This takes time, and must be performed when all users are logged out.

8 Storage of Backup Tapes

The backup tapes when removed from the server are stored securely in a locked fire-proof media safe in [specify location] at the Practice.

Every [specify day(s) of the week] the tape is taken off-site when removed from the server and stored in a fire-proof media safe at [name of custodian: b. At the same time, the tape deposited [two or three] weeks previously will be collected and returned to the Practice media safe for reuse the following week. A spare key / combination to the Practice media safe is stored at the off-site location.

9 Validation of Backup Tapes

IT Manager validates a backup tape every 3 month. As part of this process they will check to ensure data can be fully restored from the tape.

10 Management of Tapes

Tapes are clearly labelled with a [number or day of the week] and used in strict rotation to ensure even wear and immediate identification of any problems with a specific tape.

An example of a typical backup cycle:

All data is backed up to tape on a daily basis overnight Monday to Friday. A cycle of three complete weeks tapes is used in rotation (15 tapes). Each month one tape is removed from the cycle and kept for 4 months (4 tapes). This means that a total of 19 tapes are required for this backup cycle.

Tapes must be replaced at the first sign of deterioration. Tapes are labelled to show age, and date due for replacement, according to the manufacturer's recommendations.

Old tapes are reformatted or physically disrupted so as to render any data on them unrecoverable.

Tapes left in the server over the weekend are used three times instead of once a week. This additional wear is taken into account when determining its replacement date

11. Cloud backup

[Firm to include details of any cloud backup storage used by the practice.] Under Article 28 of the GDPR, the firm, as data controller will be required to have a written contract in place with a data processor who is processing data on behalf of the controller. The cloud storage provider must be in a position to implement appropriate technical and organisational measures in such a manner that processing will mee the requirements of the GDPR and ensure the protection of the rights of the data subject.

[Firm to confirm the location of the data and whether it is within the EEA]

DOYLE & COMPANY LLP 23 October 2021

Appendix 1 Example Backup Log

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DIGITAL & IT POLICY Doyle & Company Solicitors

A). E-MAIL AND INTERNET POLICY

1). Introduction

The Company: Doyle & Company Solicitors

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the Company. The Internet and E-mail system have established themselves as an important communications facility within the Company and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we can utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout. Company E-mail and internet facilities are monitored on a regular basis. Excessive or inappropriate use of these facilities will result in disciplinary action, up to and including dismissal.

2). Internet

Where appropriate duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or non-related employment issues, leave an individual liable to disciplinary action which could lead to dismissal. These provisions apply to internet usage on Company mobile phones also.

3). E-Mail

The use of the E-mail system is encouraged, as is appropriate use of the facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Company's position on the correct use of the E-Mail system.

4). **Procedures – Authorised Use.**

a) Unauthorised or inappropriate use of the E-Mail system may result in disciplinary action which could include summary dismissal.

- b) The E-Mail system is available for communication and matters directly concerned with the legitimate business of the Company. Employees using the E-Mail system should give particular attention to the following points:
 - (i) All E-Mail messages comply with Company communication standards.
 - (ii) E-Mail messages and copies should only be sent to those for whom they are particularly relevant.
 - (iii) E-Mail should not be used as a substitute for face to face communication or telephone contact. Flame mails (i.e. E-Mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding.
 - (iv) If E-Mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Company will be liable for infringing copyright or any defamatory information that is circulated either within the Company or to external users of the system.
 - (v) Offers or contracts transmitted by E-Mail are as legally binding on the Company as those sent on paper.

c. The Company will not tolerate excessive use of the E-Mail/Internet system for personal use for unofficial or inappropriate purposes, including:-

- (i) Any messages that could constitute bullying, harassment or other detriment.
- Personal use where this interferes with work (e.g. social invitations, personal messages, blogging, jokes, cartoons, downloading music/films/clips chain letters, buying or selling of goods, accessing social networking sites or other private matters.)
- (iii) Use of social networking sites during your working hours is strictly forbidden. Due to the lack of confidentially of these sites contact with clients/customers or their employees outside your working hours must not refer to Doyle & Company Solicitors or discuss business related to Doyle & Company Solicitors. Failure to abide by this policy may lead to disciplinary action which could result in your dismissal depending on the seriousness of the breach.
- (iv) On-line gambling.
- (v) Accessing or transmitting pornography.
- (vi) Transmitting copyright information and/or any software available to the user.
- (vii) Posting confidential information about other employees, the Company or its customers or suppliers.

5) Monitoring

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

B). VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed: -

- a) Unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used. Be conscientious of what you plug in to your computer. Malware can be spread through infected flash drives, external hard drives, and even smartphones.
- b) All software must be virus checked using standard testing procedures before being used.
- c) Links Always be careful when clicking on attachments or links in email. If it's unexpected or suspicious for any reason, don't click on it. Double check the URL of the website the link takes you to: bad actors will often take advantage of spelling mistakes to direct you to a harmful domain.
- d) Non-business browsing should be done at home. Sensitive browsing, such as banking or shopping, should only be done at home.

C). STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by Finnian Doyle or Caolán Doyle.

D). USE OF SOCIAL NETWORKING SITES

Confidentiality is a key requirement of working at a solicitor's office. Any workrelated issue or material that could identify an individual who is a customer/client or work, must not be placed on a social networking site. This means that work related matters, must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment, mobile phone or PDA. A breach of confidentiality is considered gross misconduct and subject to the disciplinary procedures.

E). USE OF SOCIAL NETWORKING SITES FOR COMPANY BUSINESS

In may be a requirement of your role that you must use social networking sites to promote and further the development of the business. Any work or material created during your employment remains the property of the Company. Upon termination of your employment you will be required to turn over all contacts obtained via social media outlets and delete any profiles created by you during the course of your employment.

F). ABUSE OF ANY SOCIAL NETWORKING PROFILES

The company takes its responsibility towards its employees very seriously, and in light of this all employees should be aware that it will be considered an offence to abuse another employee's social networking profile on Company time, by using Company equipment, or which implicates the Company in any way. Abuse of social networking profiles is considered to be the posting of offensive comments, pictures, links or otherwise on any employee's social networking profile/page.

As an employee you should not access social networking sites during working hours, however, if accessing these pages on designated rest breaks or outside of working hours you should not put yourself in a position where your profile is susceptible to hacking by any employee.

Any employee who is found to have abused any employee's account may be in breach of the Company's Harassment and/or Equality policies and may be subject to disciplinary action, up to and including dismissal.

G) USE OF COMPUTER EQUIPMENT

In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:-

- a) The introduction of new software must first of all be checked and authorised by a nominated senior member of the Company before general use will be permitted.
- b) Only authorised staff should have access to the Company's computer equipment.
- c) Only authorised software may be used on any of the Company's computer equipment.
- d) Only software that is used for business applications may be used.
- e) No software may be brought onto or taken from the Company's premises without prior authorisation.
- f) Unauthorised access to the computer facility will result in disciplinary action.

g) Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

H) EMAILS

Your business email account must comply with Company policy.

The Company's uniform signature and font that should be applied to all email accounts. Auto-archiving of emails should be set at 6 months.

Private mail may be sent care of our address, however this must be kept to a minimum and only where necessary. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

I) COMPANY'S RIGHT OF ACCESS

Please note that we reserve the right and will exercise the right, when appropriate, to review, audit, intercept, archive, access and disclose all messages created, received or sent over the computer system. If requested, your are obliged to provide the Principle with all passwords for your computer system.

J). TELEPHONE CALLS/MOBILE PHONES

Telephone are essential for our business. Personal telephone calls are allowed but you are requested to ensure that such calls are kept to a minimum. Personal mobile phone use should be kept to a minimum and must not disrupt your working time.

K). EMAIL ACCESS ON MOBILE PHONES

Some employees will be allowed access emails from their mobile phone and the same rules in relation to use of emails applies.

In the event that the phone is lost or stolen or you feel it has been compromised, the Company must be notified immediately in order for the matter to be rectified and the appropriate measures carried out.

Upon termination of your employment, you must delete your email account from your phone.



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CYBER SECURITY POLICY

Updated 12 January 2021

- 1. Always be careful when clicking on attachments or links in email. If it's unexpected or suspicious for any reason, don't click on it. Double check the URL of the website the link takes you to: bad actors will often take advantage of spelling mistakes to direct you to a harmful domain.
- 2. Doyle & Co Client Account details:
 - i) to be exchanged by post/fax and
 - ii) Double Verified by phone.

Client Account details are not to be sent by email (unless the email is encrypted and as a last resort)

3. Details provided by client

Must always be double verified.

- i) Ask for evidence of their bank account (i.e. top of their bank statement)
- ii) You have to verify the details over the phone (on the number they initially gave us at instructions) before transferring funds.
- 4. <u>Cash Accounts & Executor Accounts</u> must be sent by post or if going by email by encrypted email.

- Just type "secure" at the start of your email

- 5. Non-business browsing should be done at home.
- 6. Sensitive browsing, such as banking or shopping, should only be done at home.

- 7. Be conscientious of what you plug in to your computer. Malware can be spread through infected flash drives, external hard drives, and even smartphones. Only take a USB from a client that you know and has verified his/her identity.
- 8. Be sure to monitor your accounts for any suspicious activity. If you see something unfamiliar, it could be a sign that you've been compromised. Contact Zenotec Support and CC Caolan.

Suspected Hack

- 9.. If you think your computer or emails may be compromised.
 - i) Take a screen shot of the suspected item or email.
 - ii) Contact Caolan Doyle (or Finnian Doyle)
 - iii) Notify Zenotec immediately. Forward the screenshot of the document or email to Zentoec.
 - iv) Log out of your email and all applications and unplug the computer.
 - v) Follow advices of Zenotec.

DOYLE & COMPANY LLP

Updated 23 August 2021

Fraud Prevention Policy DOYLE & COMPANY LLP

This is an example of a Fraud Prevention Policy document which contains the key aspects to support an effective process which will serve to mitigate fraud risk. It can be adapted by client firms / policy holders and it may also be of use to our broker clients in promoting a consistent approach to the management of fraud risk by their clients.

Those who commit fraud, especially internet-enabled fraud, ensure their techniques are always changing so that their methods are as successful as possible, and they can evade detection and apprehension by law enforcement. As a result, this policy is suitably positioned to be agnostic of such rapid changes in modus operandi. However, it is still important that this policy is reviewed at least annually to ensure continuing applicability and effectiveness in reducing fraud risk for your business.

This document has been designed to cover a broad range of company sizes, and although much of the work has been done for you, it is unlikely that it will suit everyone without some adaptation. You should consider the risks that are being addressed and the most suitable means of managing those risks within your practice. When using QBE template documents, you should review them in their entirety and amend where necessary, to suit your own company size, structure, culture, and local legal/regulatory requirements.



Key principles

Leading by example, Doyle & Company LLP will:

- introduce appropriate measures to assess and minimise the risk of fraud;
- proactively monitor fraud alerts provided by local, national and global authoritative bodies and update staff promptly;
- use technology, processes, provide training, and promote awareness in order to detect fraud attempts;
- provide appropriate mechanisms for employees to voice their genuine concerns and protect those who do so;
- adopt formal procedures to investigate fraud when it is suspected and refer cases of suspected fraud to the attention of the police and any regulators and work closely with them and external agencies to combat fraud.

Measures to minimise the risk of fraud

In order to maintain Doyle & Company LLP's high standards, procedures and controls have been established to provide an environment which will minimise the opportunity for fraud. These procedures and controls help Doyle & Company LLP conduct its business in a manner beyond reproach. They establish the rules to which partners, directors and employees must adhere

and are supported, as necessary, by detailed procedures which have been prepared for the key functions of Doyle & Company LLP.

Particular attention is paid to the application of effective fraud prevention controls in:

- new client screening ('Know your Customer' / KYC), applicable Anti-Money Laundering (AML) and other checks;
- accounts payable and reconciliation activities, including management of payees, interactions with Doyle & Company LLP's bank(s) and secure use of online/mobile banking and payment facilities;
- ensuring the integrity of staff, especially those employed in client screening, financial duties and IT (where technical access levels raise fraud risk), with thorough background checks, monitoring of ongoing duties and work, and annual leave trends;



Template policy for fraud prevention

- the use of information technology including secure email and file transfer and protection against a range of cyber threats;
- the notification of clients, counterparties and other third parties that the <organisation>'s banking details will not change;

Fraud risk management responsibilities

It is the responsibility of Partners, Directors and Managers to operate internal systems to ensure that high standards are applied and brought to the attention of their employees. Procedures are operated throughout Doyle & Company LLP to ensure:

- a full understanding and communication to employees of secure practices required by banks and other payment providers;
- an adequate separation of duties (more than one employee being involved in key tasks where fraud might occur);
- proper authorisation procedures (transactions being approved appropriately regardless of hierarchy);
- independent monitoring and checking of data and documentation (checks and balances),
- the regular review of fraud prevention and risk management policy and procedures.

Audit and review

Doyle & Company LLP employs rigorous audits and reviews (both internal and external) to monitor compliance compliance with regulations and our own procedures, and undertakes a rolling programme of checks to detect, deter and prevent fraud and corruption. Monitoring systems and procedures are used to ensure that fraud prevention procedures are observed and remain appropriate and practical.



SECTION E - 15/25

Monitoring and detecting fraud

All staff must be provided with at least annual, but as needed, updates on fraud risk including but not limited to:

- an analysis of trends in fraud and those which are most applicable to Doyle & Company LLP;
- information on case studies designed to impart knowledge as to how the frauds were perpetrated;
- · a description of the precursors and indicators of applicable frauds;
- a reminder of the monitoring, detection and reporting technologies and processes which staff must use.

Mechanisms for employees to voice concerns

Employees are vital to the successful implementation of measures against fraud. Doyle & Company LLP, therefore, encourages employees to report any concerns they have, without fear of being penalised. Normally, employees should raise such concerns with their line Managers, who have a responsibility to investigate and keep the Partners and/or Directors fully informed. However, other routes are available and employees are free to discuss the matter with any of the following:

- their Senior Partner, Partner or Director;
- the Managing Partner;
- the <designated post>.

All concerns reported will be treated in confidence and fully investigated. If anonymity is requested, every effort will be made to ensure such confidentiality. The Manager, (Partner or Director) to whom the concerns are expressed will take prompt action and the employee will be notified quickly of any action taken. Where action is not considered appropriate, the employee will also be given a prompt and thorough explanation of the reasons for this. In the event of a disagreement, the employee will be advised how to pursue the matter formally. Employees should be aware that, if a suspicion is reported and results in a prosecution or disciplinary hearing, their involvement as a witness in those processes may be necessary, unless other substantial reliable evidence is available.



Template policy for fraud prevention

There is also a need to ensure that the investigative process is not misused. Therefore, any abuse, such as raising unfounded or malicious allegations, may be dealt with as a disciplinary matter in itself. This should not deter employees from raising genuine concerns (even if subsequently unfounded but made with good intent), as, in so doing, they will be supported in every possible way.

Procedures when a fraud is suspected

< Doyle & Company LLP> requires suspected irregularities to be referred to <name/designated post>. All reported irregularities will be thoroughly investigated. The normal sequence of events, should an irregularity be suspected, will be as follows:

- If employees suspect an irregularity has occurred, or is likely to occur, they should normally report this to their line Manager who will in turn inform the appropriate Partner or Director (unless the concerns relate to that individual, in which case employees should refer direct to the <designated post>.
- Should preliminary investigations suggest the suspicion is reasonable, the <designated post> should be informed, without delay.
- If the suspicions stem from an attempted contact by a client or supplier, including Doyle & Company LLPs bank, Police, regulator or other public or normally trustworthy source and there is any question as to the identity of such, the <designated post> will inform the appropriate Partner or Director.
- If the suspicions stem from an audit, the <designated post> will inform the appropriate Partner or Director.
- Doyle & Company LLP should implement a method which advises their clients of their fraud prevention practice and which encourages them to report any concerns of fraud in relation to their dealings with the firm to the <designated post>.
- Where further investigations indicate an offence or loss may have occurred, the <designated post> will consult with the Partners. This may result in a decision to handle the matter according to Doyle & Company LLP's fraud reporting procedures and/or disciplinary procedures, to advise the regulators, Doyle & Company LLPs insurers and/or to involve the Police.

QBE European Operations

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Made possible

SECTION E - 17/25

Doyle & Company LLP

Disaster Recovery/Business Continuity Plan

Aim of this plan

To prepare Doyle & Company LLP to cope with the effects of emergency or other disaster.

Objectives

- To enable the business to carry on functioning should the unexpected occur
- To set out a plan to ensure people know what is expected of them
- To set out who is responsible for a particular role or procedure

The maintenance of this plan is the responsibility of [Partner/Named Party]. This plan will be updated on a regular basis and includes the key details and actions needed to continue all business operations.

1. Business Continuity Manager

This section needs to include the name and contact details (including office, mobile and home contact telephone numbers) of the person responsible for this role.

2. Business Continuity Team

The team comprises of the key decision makers within the business. Ideally, they should congregate at the designated contact point. They will be responsible for authorising any variations to the continuity plan. *Again, this section needs to include the name and contact details (including office, mobile and home contact telephone numbers) for each member of the management team.*

3. Designated Contact Point/ Recovery Site

Should our normal business premises be un-useable for whatever reason, our initial designated contact point will be [NAMED PARTIES] home.

An appropriate recovery site should be arranged as necessary, the location depending on the circumstances. Staff should be relocated to this site as soon as possible. *State the location of what has been arranged or list potential locations.* These may be hotel, serviced office or other suitable venue.

4. Vital Records

This section includes details covering the following issues: -

- Disaster pack stored at [NAMED PARTIES] home
- Back up computer records stored at [LOCATION]
- Critical paper records stored at [LOCATION]

5. Staff Contact Details

Appendix A includes staff contact details. A contact list highlights all first aiders.

Set out in this section who is responsible for contacting which staff in the first instance, including a cascade plan if you have enough staff to make this necessary. A record should be kept of any staff it has not been possible to contact.

6. Key Contacts

See Appendix B

7. Critical Business Processes

This section needs to list examples of critical business processes which could be affected in the event of an incident. This could include client related issues such as hearings, key dates, appointments, lodgement documents, financial transactions, payment of staff, payment of suppliers. {this section needs to be completed by each firm)

8. Incident Recovery Log

It is the [NAMED PARTIES] responsibility to maintain a recovery log (see Appendix C). The purpose of this log is to track all decisions made and actions taken.

9. Activity Checklist

This checklist should be adapted depending on the precise circumstances. (All tasks will not always be needed):

- Evacuate premises if applicable and alert the emergency services
- Alert business continuity team
- Initiate recovery of disaster pack from offsite location
- Obtain essential items/records from offsite location

- Agree with [NAMED PARTY] the recovery actions to be followed and implement the recovery action plan
- Establish immediate business needs and necessary actions
- Advise staff required to carry out actions to report to the designated point at an appointed time or to be available for briefing
- Advise all remaining staff to remain at home until they are contacted
- Notify the appropriate critical contacts
- Establish operations at the designated recovery point
- Re-establish telephones and IT/computers
- Contact landlord regarding property security, recovery of items, arrangements for returning etc
- Obtain authorisation for business recovery expenditure
- Prepare amended cashflow forecasts
- Contact bank and accountant
- Make arrangements for payment of wages and bills
- Contact Insurers and arrange appropriate claims, checking what we can and cannot do

10. Rehearsals, Briefing and Training

This plan is available to all staff via [NAMED PARTY] and staff will be alerted when any significant changes are made. New staff should be briefed as part of their induction. All staff should be updated annually. The plan should be rehearsed annually.

11. Threats

These may include one or a combination of: -

- Fire
- Flood
- Power cut
- Other utilities outage
- IT systems failure
- IT security breach
- Data breach
- No or restricted access to premises
- © Outsource

- Illness/ loss of key staff
- Terrorist attack
- Outbreak of disease/infection
- Disaster affected suppliers
- Disaster affected clients
- Loss of telecoms
- Other equipment failure

12. Preventative Action

The following actions have been prepared to minimise the effects of likely threats to include: -

- Computer systems/IT backup policy
- Health and Safety policy
- Insurance
- Storage arrangements for/copies of key documents and information
- Evacuation arrangements
- Regular fire drills
- Staff induction

13. Media Strategy

In the event of a disaster occurring in the firm that attracts media interest, [insert name] will coordinate with the media and will work according to previously approved guidelines for dealing with post disaster communication. The main aim will be to –

- 1. Avoid adverse publicity;
- 2. Take advantage of opportunity for useful publicity;
- 3. Have answers to the following basis questions -
 - What happened?
 - How did it happen?
 - What is the firm now going to do about it?

14. Appendices

A – Staff Contact List

This should include a list of: -

- Staff, office telephone, mobile telephone, email, home address and home telephone.
- List of first aiders
- Organisational chart

B – Key Contact List

Add company and contact name telephone number, postal and email addresses for - e.g. -

- IT providers including emergency out of hours contact details
- Accountants
- Landlord
- Insurance company
- Utility suppliers
- Telephones
- Key suppliers
- Key clients

C – Recovery Log

Doyle & Company LLP 23 October 2021

Appendix A - Staff Contact List

- Staff, office telephone, mobile telephone, email, home address and home telephone.List of first aiders

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Appendix B – key contact list

Add company and contact name telephone number, postal and email addresses for - e.g. -

- IT providers
- Accountants
- Landlord
- Insurance company
- Utility suppliers
- Telephones
- Key suppliers
- Key clients

Appendix C – Recovery Log

To track all decisions made and actions taken

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Doyle & Company LLP

Electronic Banking Policy and Best Practice Procedural Guidelines

In February 2012, the European Legislator adopted EU Regulation No. 260/2012 which established 1st February 2014 as the mandatory deadline for migration to SEPA for electronic payments in countries where euro is the domestic currency (i.e. the Republic of Ireland). This deadline was extended to the 31st of March 2014.

In 2015 the Single Euro Payment Area (SEPA) initiative has been adopted domestically and internationally and allows users to make a non-urgent (non-same day) euro credit transfer to any account or execute a euro direct debit on any account in SEPA that is reachable for national payments or debits that day.

When making a domestic transfer by direct debit or credit transfer, BIC (Bank Identifier Code) and IBAN (International Bank Account Number) have replaced National Sort Code (NSC) and Account Number as the main payment identifiers for all SEPA payments.

You can find your BIC & IBAN information on the top right hand corner of your business account bank statement. Existing domestic beneficiaries/payees in e-banking will have been converted to BIC and IBAN on your behalf by your bank at this stage.

Electronic Banking is now increasingly used as a payment tool in law firms. In this regard, the setting of internal controls will be imperative for all businesses small, medium or large. The same internal controls implemented in the firm that are applicable to manual banking transactions should apply for e-banking transactions, at a minimum.

Law firms face considerable risks with regard to paying money out to third parties and beneficiaries and it is very important that they take as many precautions as they can in order to mitigate these risks. Where possible dual authorisation should be in place so that two people are involved in both setting up and making payments in e-banking.

Best Practice Internal Controls

1. Assigning of rights

The assigning of rights to electronic banking administrators and users is the first critical step. This is where the controls and payment limits are set. Ideally a minimum of two administrators / users should be set-up one of which should be an authorised signatory e.g. a principal or partner.

2. Setting up a Beneficiary:

When creating a beneficiary in e-banking it is crucial to ensure that the correct bank account is assigned to the correct beneficiary. Verification of the correct beneficiary is not always carried out by banks and should not be relied upon. The account number and sort code of the beneficiary has now been replaced with a BIC and IBAN code.

- The bank account details should be communicated by the payee on formal headed note paper where possible or if emailed they should not be contained in the body of the email.
- Administrator / User 1 sets up the account in e-banking.
- Administrator and Authorised Signatory / User 2 approves the beneficiary, ensuring the correct bank account details are assigned to the correct beneficiary.
- Once the first payment is made, a follow up phone call should be made to the beneficiary to confirm the safe receipt of the funds.

3. Making a payment:

- Ensure that there are cleared funds in the client account prior to making the payment.
- Ensure that typed written instructions are received to include the name of the third party to whom payment is being made and all relevant bank account details of the payee.
- User 1, with the approved invoice / cheque requisition to hand, inputs the value to be paid. A payment date can often be specified.
- User 2 should authorise the payment, checking the value back to the invoice / documentation.

4. Physical Security:

Do not share Digi passes / Fobs or Pin codes. These physical means of security should be locked away in the firm's safe at the end of each day as was done with cheque books and cheque stationery in the past.

Any separate handheld electronic devices that form part of the banking system (i.e. devices that provide unique transaction codes for subsequent input to the computer system) should be securely stored under lock and key.

5. Passwords:

All passwords / user names / codes must not be stored within the office environment to prevent unauthorised individuals from accessing them. Passwords should be memorised and destroyed rather than stored where they could be accessed.

Passwords / user names / codes should be confidential; therefore they must never be shared between individual users. They should be unique and individual to named authorised users of the Electronic Banking System.

Passwords / user names / codes should be changed regularly. They should automatically lapse after the expiration of a given time period e.g. 90 days. This will automatically require them to be changed.

6. Other safeguards:

The firm should incorporate into the terms and conditions of the engagement letter and/ or Section 68(1) letter the responsibility of the recipient of funds to provide the correct client and other third party bank account details.

Ensure that anti-virus software is in place and up to-date and that a firewall and/or other appropriate network safety security safeguards are in place.

Online payments should be made from within the office to avail of the network safety security safeguards in place.

Ensure a receipt or acknowledgment of receipt of payment is obtained from clients/third parties and retained on file.

Ensure that online payments are authorised by the principal or one or more of the partners with appropriate supporting documentation.

Are all instructions subject to authentication by the employee receiving the request by one of the following:-

- a. Making a call back to the requestor using a predesignated telephone number that is held on file for the purpose of call back.
- b. Verifying that the requestor has the authority to make such instruction.
- c. Prior to payment of request being actioned, ensuring supporting documentation of the payment transfer request is provided.
- d. Verifying that any signature provided on any written instruction or telefacsimile matches that held on file.
- e. For email instructions verifying the requestors work email address has been used.
- f. For telex or telefacsimile, ensuring the test key/algorithm matches that held on file.

With respect to vendors/suppliers all requests for payment should be subject to verification that such vendor/supplier is owed such funds.

Prior to payment, payment details should be verified with the supplier with those held on file.

Notify the bank, without delay, in the event of any suspicious online activity.

The firm should consider putting in place an insurance policy to cover theft and possible online fraud.

Take a printout (from the banking online system) of the transaction at the time of making the payment.

Retain all subsequent correspondence relating to the payment on file, e.g. outward payment advice note.

Ensure that the correct bank account is chosen to make the payment from.

Ensure regular staff training is provided to all staff and that up to date best practice guidelines are followed.

Note: As part of the **National Payments Plan**, Government Departments/Offices, Local Authorities and State Agencies will no longer use cheques in their dealings with businesses. This is to encourage Small and Medium Sized Enterprises to migrate from cheque usage to electronic payment methods. A shift to electronic as a preferred method of payment will result in reduced costs and improved cash-flow for the overall business sector.

As part of best practice standards firms are encouraged to use electronic banking in the legal transaction as much as possible i.e. in conveyancing, litigation etc. It would reduce the time it takes to complete transactions which would increase client satisfaction and profitability for the firm.

Doyle & Company LLP 23 October 2021



123 Cabra Road, Dublin 7.D07 CY91Tel:(01) 838 3388Fax:(01) 838 2028Email:mail@doyleandcompany.ieWeb:www.doyleandcompany.ieDX:129 001 Cabra

Doyle & Company LLP Bank Transfer Policy:

- It is Doyle and Company's policy to pay sums due to the client by way of cheque. With the rise of cyber crime this is the safest form of payment and it's Doyle and Company's policy to pay by cheque unless instructed to do otherwise.
- 2. If you request to be paid by way of Electronic Transfer, Doyle and Company will not be liable for any loss arising from a cause beyond the company's control, unless caused by the Company's wilful default. You will also be liable for any associated bank charges.
- 3. The customer must ensure all instructions contain the correct account number or International Bank Account number ("IBAN") as required by the Company. The omission of the required number or IBAN, or inclusion of an incorrect number or IBAN, may result in delay or loss and the bank and the company cannot be responsible for same. The Company is not responsible for checking the Beneficiary name or other account details. The Company will not be liable for acting on an instruction if it is ambiguous, incomplete or inaccurate.
- 4. Given the rise of email scams we will not accept Bank Account details by email if you wish to be paid by Electronic Transfer and you must attend the office personally with your identification and provide us with the account details noted on a piece of paper.
- 5. Keeping our clients monies safe is paramount and of the fundamental values of Doyle and Company Solicitors being in the practice for 35 years and our policies are followed strictly and formulated of keeping our clients monies safe. Please note that staff members will not be allowed to deviate from these policies and if you have any issue with the policy please direct your complaints to Mr. Caolán Doyle.

February 2018



123 Cabra Road, Dublin 7. D07 CY91 Tel: (01) 838 3388 Fax: (01) 838 2028 Email: mail@doyleandcompany.ie Web: www.doyleandcompany.ie DX: 129 001 Cabra

Doyle and Company LLP Policy of Payments to Beneficiaries on the Administration of a Deceased Persons Estate

- 1. It is Doyle and Company's policy to pay sums due to Beneficiaries by way of cheque. Cheques will be made out in the names of the various beneficiaries only and will be given to the Executor through disperse. If the Executor requests that the cheques are sent to the address of the Beneficiaries, the executor must provide the Company with the names and addresses of the various Beneficiaries. With the rise of cyber-crime this is the safest form of payment and it is Doyle and Company's policy to pay by cheque unless instructed to do otherwise.
- 2. If you request to be paid by way of Electronic Transfer, Doyle and Company will not be liable for any loss arising from a cause beyond the company's control, unless caused by wilful default. You will also be liable for any associated bank charges.
- 3. The customer must ensure all instructions contain the correct account number or International Bank Account number ("IBAN") as required by the Company. The omission of the required number or IBAN, or inclusion of an incorrect number or IBAN, may result in delay or loss and the bank and the company cannot be responsible for same. The Company is not responsible for checking the Beneficiary name or other account details. The Company will not be liable for acting on an instruction if it is ambiguous, incomplete or inaccurate.
- 4. Doyle and Company will only accept the Beneficiaries Bank details from the Executor. If the Beneficiary requires to be paid by electronic transfer, the Executor / Executrix must attend the office with the Bank details noted on a piece of paper and produce identification.
- 5. Keeping our clients monies safe is paramount and of the fundamental values of Doyle and Company Solicitors being in the practice for 35 years and our policies are followed strictly and formulated of keeping our clients monies safe. **Please note that staff members will not be allowed to deviate from these policies** and if you have any issue with the policy please direct your complaints to Mr. Caolán Doyle.

February 2018

Doyle & Company LLP Cheque Writing & Electronic Transfer (ET) Policy Updated 25 Nov 2020

The following policies to be followed when transferring funds.

- 1. Cheque Requesters must provide accounts with the following when sending a cheque request.
- 2. Cheque Writer to require sight of these documents before signing cheque or ET request.

Purchase

- 1. Cash Account.
- 2. BCL Printout
- 3. Original evidence of bank details
 - bank statement or Headed Paper or attached to contract.
- 4. Signature from Solicitor that details have been double verified by phone.

Probate (Payment of Funds to client)

- 1. Executors Account signed by client and solicitor.
- 2. A/c Account
- 3. **ET request -** Original letter from client with bank details <u>or</u> original bank statement <u>or</u> Signature from Solicitor that details have been double verified by phone.

Sale (Closing)

- 1. Cash Account
- 2. BCL Print out.
- 3. Redemption Statement.
- 4. **ET request -** Original Headed Paper (<u>or</u> Fax or attached to contract) of Bank Details.

Sale (Payment of Funds to client)

- 1. Cash Account.
- 2. BCL Print out.
- 3. **ET request -** Original letter from client with bank details <u>or</u> original bank statement <u>or</u> Signature from Solicitor that details have been double verified by phone.

SECTION F - 8/23

ELECTRONIC TRANSFER FOR CLOSING PURCHASE POLICY

TO:All StaffFROM:Finnian & CaolanDATE:2 January 2021FILE REF:MIS001/4225/CD/RE:OPD - Office Policy & Procedures -

The following policies to be followed when transferring funds.

- 1. EFT or Cheque Requesters must provide accounts with the following when sending a cheque/EFT request.
- 2. Cheque or EFT Writer to require sight of these documents before signing cheque or EFT request.

Document	Included
1. Cash Account i) Fee Earner Client	
ii) Accounts	
iii) Client	
2. Account Ledger	
3. Document Schedule (in Word)	
4. Undertakings logged on Keyhouse	
If paying by EFT	
5. AIB Same Day Value Form	
6. Evidence of Bank Details (i.e. headed	
letter or contract)	
7. Fee Earners Signature that details Double Verified	

DOYLE & COMPANY LLP CASH ACCOUNT with [CNT:Name][SYS:iif(LCN:ClNameCon=", ", ' and ')][LCN:ClNameCon#01] Property: [UDF:PropertyDesc] Our Ref: [MAT:FECode]/[MAT:Code]

BREAK DOWN OF CLOSING FUNDS

Purchase Price		
Less Booking Deposit paid		
Less Contract Deposit Paid		
Balance	€0.00	
Plus service charges apportionment		
Plus Local Proeprty Tax apportionment		
Total amount due to vendors on closing	€0.00	
Less mortgage funds		
Balance to complete	€0.00	
Plus Legal Costs and Outlay		
Stamp Duty		
Total amount due from client to complete	€0.00	

DOYLE & COMPANY CASH ACCOUNT

Received	Out	<u>In</u>	
Funds from clients for contract deposit			
Loan funds received from lender			
Funda from allout to complete		0.00	
Funds from client to complete		0.00	
<u>Disbursements</u>			
Paid Contract Deposit to Vendor's Solicitor			
Paid Balance funds to Vendor's Solicitor			
Paid Doyle & Company Costs and Outlay			
Paid Stamp Duty			
Stamp Duty			
	€0.00	0	

I agree to the amounts outlined above:

[CNT:Name]

SYS:CON:Name] Solicitors

Date: [DATE:Today] Our Ref: [MAT:FECode]/[MAT:Code]

ELECTRONIC TRANSFER FOR CLOSING SALE POLICY

TO:All StaffDATE:2 January 2021FILE REF:MIS001/4225/CD/RE:OPD - Office Policy & Procedures -

The following policies must be followed:

- 1. Funds request made <u>through keyhouse only</u>. Emails will not be accepted.
- 2. Funds Requesters must provide accounts with the below documents.
- 3. Cheque Writer requires sight of these documents before signing funds request.

Document	Included
1. Cash Account Signed by i) Fee Earner ii) Accounts iii) Client	
2. Account Ledger	
3. Lender Redemption Statement	
4. Undertakings Logged on Keyhouse	
If paying by EFT	
5. AIB Same Day Value Form	
6. Evidence of Bank Details (i.e headed letter or contract)	
7. Fee Earners Signature that details Double Verified	

DOYLE & COMPANY LLP

SALE CASH ACCOUNT with CLIENT: [CNT:Name][SYS:iif(LCN:ClNameCon=", ", ' and ')][LCN:ClNameCon#01] SALE OF: [UDF:PropertyDesc] Our Ref: [MAT:FECode]/[MAT:Code]

BREAKDOWN OF FUNDS

Total Sale Proceeds due to client	€0.00	
Plus Auctioneers Refund		
Balance	€0.00	
Less Repayment of NPPR		
Less Repayment of LPT		
Less Mortgage Redemption		
Less Legal Fees and Costs to Doyle & Company		
Total Sale Proceeds	€0.00	
Plus Local Property Tax apportionment		
Balance	€0.00	
Less Deposit Held By Estate Agent		
Sale Price		

DOYLE & COMPANY CASH ACCOUNTS

Received	<u>Out</u>	<u>In</u>	
Deposit from Purchasers Solicitor			
Balance Closing Funds from Purchasers Solicitor			
LPT from Purchasers Solicitor			
<u>Disbursements</u>			
Paid Lender to Redeem Mortgage			
Paid Local Property Tax			
Paid NPPR			
Less Legal Fees and Costs to Doyle & Company			
Balance to Client	€0.00		
	€0.00	0	

I agree to all amounts outlined above :

[CNT:Name]

[SYS:CON:Name] Solicitors

Date: [DATE:Today]

Our Ref: [MAT:FECode]/[MAT:Code] _

ELECTRONIC TRANSFER FOR CLOSING SALE POLICY

TO:All StaffDATE:2 January 2021FILE REF:MIS001/4225/CD/RE:OPD - Office Policy & Procedures -

The following policies must be followed:

- 1. Funds request made <u>through keyhouse only</u>. Emails will not be accepted.
- 2. Funds Requesters must provide accounts with the below documents.
- 3. Cheque Writer requires sight of these documents before signing funds request.

Document	Included
1. Cash Account Signed by i) Fee Earner ii) Accounts iii) Client	
2. Account Ledger	
3. Lender Redemption Statement	
4. Undertakings Logged on Keyhouse	
If paying by EFT	
5. AIB Same Day Value Form	
6. Evidence of Bank Details (i.e headed letter or contract)	
7. Fee Earners Signature that details Double Verified	

DOYLE & COMPANY

SALE CASH ACCOUNT with CLIENT: [CNT:Name][SYS:iif(LCN:ClNameCon=", ", ' and ')][LCN:ClNameCon#01] SALE OF: [UDF:PropertyDesc] Our Ref: [MAT:FECode]/[MAT:Code]

BREAKDOWN OF FUNDS

Less Legal Fees and Costs to Doyle & Company Less Mortgage Redemption		
Less Repayment of LPT		
Less Repayment of NPPR Balance	€0.00	
Plus Auctioneers Refund		
Total Sale Proceeds due to client	€0.00	

DOYLE & COMPANY CASH ACCOUNTS

Received	<u>Out</u>	<u>In</u>	
Deposit from Purchasers Solicitor			
Balance Closing Funds from Purchasers Solicitor			
LPT from Purchasers Solicitor			
<u>Disbursements</u>			
Paid Lender to Redeem Mortgage			
Paid Local Property Tax			
Paid NPPR			
Less Legal Fees and Costs to Doyle & Company			
Balance to Client	€0.00		
	€0.00	0	

I agree to all amounts outlined above :

[CNT:Name]

[SYS:CON:Name] Solicitors

Date: [DATE:Today]

Our Ref: [MAT:FECode]/[MAT:Code] _

ELECTRONIC TRANSFER FOR CLOSING SALE POLICY

TO:All StaffDATE:2 January 2021FILE REF:MIS001/4225/CD/RE:OPD - Office Policy & Procedures -

The following policies to be followed when transferring funds.

- 1. Cheque or EFT Requesters must provide accounts with the following when sending a cheque or EFT request.
- 2. Cheque Writer to require sight of these documents before signing cheque or EFT request.

Document	Included
1. Cash Account Signed by i) Fee Earner ii) Accounts iii) Client	
2. Account Ledger	
3. Lender Redemption Statement	
4. Undertakings Logged on Keyhouse	
If paying by EFT	
5. AIB Same Day Value Form	
6. Evidence of Bank Details (i.e headed letter or contract)	
7. Fee Earners Signature that details Double Verified	

DOYLE & COMPANY

SALE CASH ACCOUNT with CLIENT: [CNT:Name][SYS:iif(LCN:ClNameCon=", ", ' and ')][LCN:ClNameCon#01] SALE OF: [UDF:PropertyDesc] Our Ref: [MAT:FECode]/[MAT:Code]

BREAKDOWN OF FUNDS

Plus Auctioneers Refund Total Sale Proceeds due to client	€0.00	
Balance	€0.00	
Less Repayment of NPPR		
Less Repayment of LPT		
Less Mortgage Redemption		
Less Legal Fees and Costs to Doyle & Company		
Total Sale Proceeds	€0.00	
Plus Local Property Tax apportionment		
Balance	€0.00	
Less Deposit Held By Estate Agent		
Sale Price		

DOYLE & COMPANY CASH ACCOUNTS

Received	<u>Out</u>	<u>In</u>	
Deposit from Purchasers Solicitor			
Balance Closing Funds from Purchasers Solicitor			
LPT from Purchasers Solicitor			
<u>Disbursements</u>			
Paid Lender to Redeem Mortgage			
Paid Local Property Tax			
Paid NPPR			
Less Legal Fees and Costs to Doyle & Company			
Balance to Client	€0.00		
	€0.00	0	

I agree to all amounts outlined above :

[CNT:Name]

[SYS:CON:Name] Solicitors

Date: [DATE:Today]

Our Ref: [MAT:FECode]/[MAT:Code] _

MEMO

PROBATE TRANSFERS

TO: All Staff

DATE: 5 February 2021

FILE REF: MIS001/4225/CD/

RE: OPD - Office Policy & Procedures

Executors Account

- i) Must be done on <u>excel.</u>
- ii) Must be reviewed and approved by Fee Earner.
- iii) Must be reviewed and approved by Accounts.
- iv) Must be signed by the client(s).

Funds Requisitions

The following policies to be followed when transferring funds.

- 1. EFT or Cheque Requesters must provide accounts with the following when sending a funds request.
- 2. Partner to be given these documents before signing cheque or ET request.

Required Documents	Included
 Executors Account (On excel) Signed by i) Fee Earner Accounts Climate 	
iii) Client 2. Account Ledger	
If paying by ET	
3. Evidence of Bank Details (i.e. headed letter or contract)	
4. Fee Earners Signature that details Double Verified	
5. AIB Same Day Value Form	

The Estate of [CAN:Name.Deceased#01] (Deceased)					
Late of [CAN:LinearAddress.Deceased#01]					
Executors Our Ref: [MAT:FECode]/[MAT:Code]					
Incomi	ng Fund	€OUT	€IN		
Bank A			20000		
Bank B			500		
TOTALING	OME		20500		
DISBUR	SMENT	S			
Doyle & C	ompany Fe	600			
Funeral		600			
TOTAL DIS	BURSMEN	1200			
Residue		19300			
RESIDUAL BENEFICIARIES					
Child 1		#DIV/0!			
Child 2		#DIV/0!			
Child 3		#DIV/0!			
I hereby a	I hereby approve the above Executors Account				
Dated this	5	day of	202		
Signed:					
	[CNT:Nam	e]	LCN:CINar	neCon#01]	
[SYS:CON:Name] Solicitors					
Date: [DA]					
	/AT:FECod	le]/[MAT:C	Code]		
			_		

ELECTRONIC TRANSFER FOR CLOSING PURCHASE POLICY

TO:All StaffFROM:Finnian & CaolanDATE:2 January 2021FILE REF:MIS001/4225/CD/RE:OPD - Office Policy & Procedures -

The following policies to be followed when transferring funds.

- 1. EFT or Cheque Requesters must provide accounts with the following when sending a cheque/EFT request.
- 2. Cheque or EFT Writer to require sight of these documents before signing cheque or EFT request.

Document	Included
1. Cash Account i) Fee Earner Client ii) Accounts	
iii) Client	
2. Account Ledger	
3. Document Schedule (in Word)	
4. Undertakings logged on Keyhouse	
If paying by EFT	
5. AIB Same Day Value Form	
6. Evidence of Bank Details (i.e. headed letter or contract)	
7. Fee Earners Signature that details Double Verified	

DOYLE & COMPANY CASH ACCOUNT with [CNT:Name][SYS:iif(LCN:CINameCon=", ", ' and ')][LCN:CINameCon#01] Property: [UDF:PropertyDesc] Our Ref: [MAT:FECode]/[MAT:Code]

BREAK DOWN OF CLOSING FUNDS

Purchase Price		
Less Booking Deposit paid		
Less Contract Deposit Paid		
Balance	€0.00	
Plus service charges apportionment		
Plus Local Proeprty Tax apportionment		
Total amount due to vendors on closing	€0.00	
Less mortgage funds		
Balance to complete	€0.00	
Plus Legal Costs and Outlay		
Stamp Duty		
Total amount due from client to complete	€0.00	

DOYLE & COMPANY CASH ACCOUNT

Received	<u>Out</u>	<u>In</u>	
Funds from clients for contract deposit			
Loan funds received from lender			
Funds from client to complete		0.00	
<u>Disbursements</u>			
Paid Contract Deposit to Vendor's Solicitor			
Paid Balance funds to Vendor's Solicitor			
Paid Doyle & Company Costs and Outlay			
Paid Stamp Duty			
Stamp Duty			
	€0.00	0	

I agree to the amounts outlined above:

[CNT:Name]

SYS:CON:Name] Solicitors

Date: [DATE:Today] Our Ref: [MAT:FECode]/[MAT:Code]

MEMO

PROBATE TRANSFERS

TO: All Staff

DATE: 5 February 2021

FILE REF: MIS001/4225/CD/

RE: OPD - Office Policy & Procedures

The following policies must be followed:

Executors Account

- i) Must be done on <u>excel.</u>
- ii) Must be reviewed and approved by Fee Earner.
- iii) Must be reviewed and approved by Accounts.
- iv) Must be signed by the client(s).

Funds Requisitions

- 1. Funds Requesters must provide accounts with the following when sending a funds request.
- 2. Funds request made <u>through keyhouse only</u>. Emails will not be accepted.
- 3. Partner to be given these documents before signing cheque or ET request.

Required Documents	Included
 Executors Account (On excel) Signed by i) Fee Earner Accounts Client 	
2. Account Ledger	
If paying by ET	
3. Evidence of Bank Details (i.e. headed letter or contract)	
4. Fee Earners Signature that details Double Verified	
5. AIB Same Day Value Form	

The Estate of [CAN:Name.Deceased#01] (Deceased)					
Late of [CAN:LinearAddress.Deceased#01]					
Executors Our Ref: [MAT:FECode]/[MAT:Code]					
Incomi	ng Fund	€OUT	€IN		
Bank A			20000		
Bank B			500		
TOTALING	OME		20500		
DISBUR	SMENT	S			
Doyle & C	ompany Fe	600			
Funeral		600			
TOTAL DIS	BURSMEN	1200			
Residue		19300			
RESIDU	AL BENI	EFICIARI	ES		
Child 1		#DIV/0!			
Child 2		#DIV/0!			
Child 3		#DIV/0!			
I hereby approve the above Executors Account					
Dated this	5	day of	202		
Signed:					
	[CNT:Nam	e]	LCN:CINar	meCon#01]	
[SYS:CON:Name] Solicitors					
Date: [DATE:Today]					
	5 -	le]/[MAT:C	odel		

CONVEYANCING FULL CLOSING POLICY

TO:	All staff
FROM:	Finnian & Caolan
DATE:	2 January 2021
FILE REF:	MIS001/4225/CD/
RE:	OPD - Office Policy & Procedures

Full Closing

We have to change our closing policy to address a number of issues:

- i) **Release of Undertakings** Putting the registration and return of title on the back burner means we have an inflated amount of undertakings open to the bank , increasing the level of PI insurance.
- ii) **Delay in payment of stamp duty** leaving the payment of stamp duty until after the day of closing leaves us open to human error that the 40 days will pass and interest/surcharges occur.

A <u>Full</u> closing means we don't just close the transaction to the point the client gets the keys, we also bring the file to the point for its practically closed from the office's perspective.

New Full Closing Policy means we do all of the following on the day of closing:

- i) Close the purchase.
- ii) Pay the stamp duty.
- iii) Send transfer to land registry.
- iv) Prepare schedule for returning deeds to bank.
 - To do this we must ask the vendor to send the document schedule in word by email. We have entered this in the req 44 to remind you.

We will be ensuring compliance at fee earner meetings that we will be doing each Monday morning.

DOYLE & CO LLP 2/1/20

MEMO

TO:	All
FROM:	Caolan
DATE:	25 January 2021 (amended 22 Sept 21)
FILE REF:	MIS001/4225/CD/ OPD - Office Policy & Procedures
RE:	Labelling Post and Attaching Emails Policy

Hi all incoming post and emails must be attached correctly.

The type of correspondence should be set out first a followed by "re" and followed by the subject.

Examples are as follows:

Correspondence.

- Letter to Ryan Solicitors 22 May 21 re access
- Letter from Ryan Solicitors 12 Dec 21 re Christmas Access
- Email from client re fees.
- Email to client re fees

Advice on Proofs

• Advices from Alannah McGurk BL dated 25 Jan 21

Conveyancing

- Contracts for Sale.
- Loan offer from Bank of Ireland
- Land Registry Compliant Map
- Deed of Transfer dated 22 May 21

Pleadings

*always name the pleading, and which defendant.

- Circuit Court Order of 12 July 21 re Divorce Decree
- Personal Injury Summons (As Filed)
- Appearance of 3rd Named Defendant.
- Notice for Particulars 3rd Named Defendant.
- Defence of 4th Named defendant.

Reports

*always have doctor name and date of report

- Medical Report of Dr. Marcus Timlin dated 22 Feb 21
- Engineers Report of Paul Romeril dated 2 Jan 2020



123 Cabra Road, Dublin 7. D07 CY91 Tel: (01) 838 3388 Fax: (01) 838 2028 Email: mail@doyleandcompany.ie Web: www.doyleandcompany.ie DX: 129 001 Cabra

Health & Safety Statement. February 2018

Safety Statement:

This statement sets out the health & safety policy of Doyle & Company Solicitors and the means through which that policy is to be implemented. Our objective is to provide a safe and healthy place of work for all staff members and to meet all our duties and obligations to our clients. It is Doyle & Company Solicitors' intention to protect our employees from accident or ill health at work. The company will seek to ensure that all our equipment and systems do not constitute a risk to the Health & Safety of our employees and we will consult with employees on risk improvements.

Our approach to Health & Safety as far as is reasonably practicable will be:

1. To Provide a Safe Place of Work.

2. To continue to identify and control hazards.

3. To prevent as far as is reasonably possible, any improper conduct or behaviour likely to put the Safety, Health & Welfare of employees at risk.

4. To consult with staff on all Health & Safety matters.

5. To provide protective clothing and equipment where necessary.

6. To provide a safe means of entering and leaving the building.

7. To provide a safe system of work practices.

8. To provide appropriate information and training to staff members on a continuous basis.

9. To make Health & Safety a key issue.

Employer Responsibilities:

The responsibility for the provision of a safe place of work rests with the Management of Doyle & Company Solicitors. Specifically these responsibilities are:

• To maintain a safe and healthy work environment for employees, in addition to conforming to all current statutory requirements.

• To provide the appropriate type and level of training to enable employees perform their work safely and efficiently.

• To make available to every employee appropriate equipment to ensure Health & Safety.

• To maintain a vigilant and continuing interest in all Health & Safety matters relevant to both the company and staff.

Employee Responsibilities:

As a valued employee of Doyle & Company Solicitors you have a responsibility to yourself and your fellow workers to carry out your work in a safe and considerate manner.

Employees must:

1. Co-Operate with the company in maintaining a safe work place.

2. Report any potential hazards to management and not work in any hazardous conditions should they; in the employee's opinion exist.

3. Be aware of the nearest emergency exists and fire fighting / first aid equipment.

4. Never interfere with or misuse anything provided by the company in the interests of Health & Safety.

5. Read the company Health & Safety statement and obey all mandatory signs.

6. Not partake in any form of horseplay or prank likely to lead to injury to you or others.

Smoking/Alcohol and Drugs:

It is not permissible to attend work under the influence of intoxicating liquor or drugs. Drinking liquor or taking drugs at work is strictly prohibited and will be considered gross misconduct.

The smoking of tobacco products is prohibited in the offices of Doyle & Company Solicitors. Smoking can take place outside the company building at least 1 metres distance away from door entrances and windows. Smoking is permissible in the smoking area of the Cabra Carpark and the back yard, as long as the kitchen door and back door are closed. This smoking policy forms part of the overall Health & Safety Policy and any breach will be dealt with under the Company's disciplinary procedure. Visitors, contractors and temporary members of staff are expected to abide by the terms of this policy.

Manual Handling:

Manual Handling is defined as the "transporting of a load by one or more employees and includes lifting, putting down, pushing, carrying or moving a load, which by reason of its characteristics or of unfavourable ergonomic conditions involves risks, particularly of back injury to employees". This is a priority issue because it is a major cause of accidents in the workplace. It is Doyle & Company Solicitors's policy to minimise the need for manual handling of loads and so therefore should be avoided as far as is reasonably practicable. Employees must check the weight of the load before attempting to lift it and if the load is too heavy get help. Caolán Doyle should be called to lift anything that the employee considers significantly heavy. When lifting, follow the following basic principles.

1. Relax the knees. Lowering movements should start at the knees not the head.

2. Get close to the object to be lifted. Get a good balance by keeping the feet apart. One foot will automatically be ahead of the other.

3. When in position, bend the knees and lift with the strong muscles in the legs.

4. Lift gradually, smoothly and without jerking, keeping the object close to the body and the back straight.

Training:

The company is committed to identifying the safety training needs on an ongoing basis. Staff will be involved in the identification of hazards in the office and advised of the particular hazards pertaining to their area. Staff will be trained to respond to such hazards in order to prevent accidents/injury to themselves, their

colleagues and clients. All staff will be trained in emergency procedures and where appropriate, staff will be trained in the use of special machinery and equipment. All staff will be trained in the correct techniques involved in safe manual handling.

Consultation:

The company is committed to consulting with its staff members regarding safety, health and welfare in the office. Staff is involved in the identification of hazards and are trained in dealing with the hazards identified. The safety statement will be included in Induction Training and staff will be advised on how to deal with any problems that arise.

Reporting of Accidents:

Staff are required to report all accidents and near misses, whether resulting in injury or not, to management. Under the Safety, Health & Welfare at Work General Application Regulations 1993, employers must report certain occurrences to the Health & Safety Authority and ensure records are kept on site for a period of 10 years. The following details are required:

• Date, Time and Place of the incident.

• Name, Address, Occupation and Age of the injured person.

• Circumstances, including cause and nature of the injury and the arrangements made for its treatment. All accidents will be investigated by a member of management and a written report prepared. Corrective action will be taken where necessary to avoid a reoccurrence. Accidents involving persons who are not members of staff but are visiting or working on the premises must also be reported.

Fire Procedures:

In the event of a fire and providing there is no danger to the persons concerned every effort should be made to extinguish or contain the fire pending the arrival of the fire brigade. The magnitude of the outbreak must dictate whether attacking the fire should take priority over reporting and evacuation. All staff should be familiar with the exit routes and should also know the location and type of fire extinguishers in the office. If you discover a fire you should:

- Activate the fire alarm.
- If there is a reasonable hope of extinguishing the blaze, attack the fire immediately.
- Do not under any circumstances, expose yourself to danger.

• Leave the building by the nearest fire exit and proceed to your designated assembly point. If you hear the alarm you should:

• Switch off any equipment under your control and leave the building by the nearest fire exit.

- Do not stop to collect personal belongings.
- Once outside, do not enter the building until you are told it is safe to do so.

• Management will on occasion perform fire drills to ensure that procedures are known and followed in the event of a real fire.

Guidelines for VDU users.

As part of their duties some employees spend long periods of time using visual display screens. Any necessary adjustments will be made to avoid RSI, eyestrain and other ailments associated with work on screens, which must be adjustable for height, tilt and brightness. No employee will be asked or expected to work any computer which is not in proper working condition, or does not meet the highest specifications. Employees working continuously on-screen should alternate tasks so that at least 10 minutes during each 60 minutes of work is spent doing off-screen type of work. This work is to be undertaken away from the screen, but does not constitute a break. Employees who habitually use VDU's have the right to an eyesight test, the cost of which will be met or reimbursed by the company.

Hazard Analysis:

A hazard is anything at work that might cause harm e.g. Electricity, Hot Surfaces, Lifting Heavy Loads, Slippery Floors, and Poorly Lit Stairways etc. Staff must be aware of the potential hazards and risks involved and report specific hazards to management. A hazard analysis will be carried out once a year by Management. Particular attention will be paid to areas of high risk i.e. Floors, Stairs and Manual Handling. The company will remove hazards by engineering means where necessary.

First Aid:

First Aid boxes are provided to ensure that first aid supplies are easily accessible when required in an emergency. First Aid boxes are located on the shelf over the dish washer in Cabra, and in the drawer in the toilet in Blanchardstown. They are to be checked weekly and shortages replaced. Employees have an obligation to ensure that First Aid Boxes, like any safety equipment, are not tampered with. Free access to First Aid Boxes must be maintained at all times. Painkillers cannot be provided in the First Aid Boxes.

Security:

Last personal to leave the office needs to ensure the following:

- 1. Make sure all doors are closed, and all doors are locked (including the chublock).
- 2. Shutters are down fully and locked.
- 3. Security alarm should be engaged before leaving the building.
- 4. Gate is close over (Cabra Office only).

Doyle & Company LLP <u>CPD Policy</u> <u>2019</u>

- Solicitors Required to complete their CPD requirements and enter them on an excel expd8 file for audit purposes.
 See "Caolan Doyle CPD timetable" as an example.
- 2. Company pays for the event; you have to write an article on something from the seminar for use on doyleandcompany.ie website.
- i) Up to half day 1 article
- ii) Full day 2 articles.
- 3. Have material uploaded to CPD library

Doyle & Company LLP Waste & Shredding Policy June 2019

- All paper with writing on it must be shredded.
- All paper that is not placed on the file should be placed in the black tray and you should have it shredded at the end of the day.
- Paper used for office purposes containing anything in relation to a client or a case/transaction (however minimal) must be placed in the tray for shredding.
- Your bin must be used only for rubbish not office workings.

7 June 2019

Computer & Desk Stretches

ing at a desk or computer teral can cause muscular tension pain. Take a few minutes to do eries of stretches and your ole body will feel better. It is pful to stretch spontaneously oughout the day, stretching any a of the body that feels tense. s will help greatly in reducing l controlling unwanted tension I pain. (Most of these stretches may When done standing or sitting. iding remember to keep your knees htly bent to protect your back and to 2 you better balance.)

How to Stretch:

and relax as you hold the stretch.

stretching correctly or not.

•If you are stretching correctly, the feeling of •Do not compare yourself to others. We are all stretch should slightly subside as you hold the different. stretch.

Do not bounce.

•The long-sustained, mild stretch reduces unwanted muscle tension and tightness.

 Stretches should be held generally for 5-30 seconds, depending on which stretch you are doing.

Breathe slowly, rhythmically and under control.

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.Stretch to a point where you feel a mild tension .Relax your mind and body as much as possible.

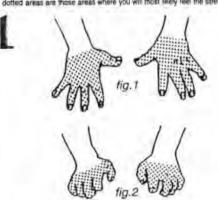
 The feeling of stretch tells you whether you are •Always stretch within your comfortable limits, never to the point of pain.

> Comparisons only lead to overstretching

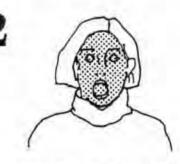
> Any stretch feeling that grows in intensity or becomes painful as you hold the stretch is an overstretch.

Note: If you have had any recent surgery muscle, or joint problem, please consult your personal health care professional before starting a stretching or exercise program.

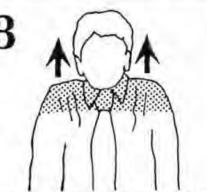




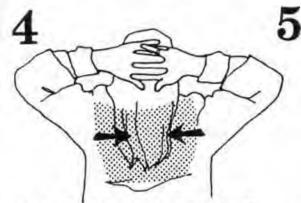
Separate and straighten your fingers until tension of a stretch is felt (fig. 1). Hold for 10 seconds. Relax, then bend your fingers at the knuckles and hold for 10 seconds (fig.2). Repeat stretch in fig.1 once more.



Raise your eyebrows and open your eyes as wide as possible. At the same time, open your mouth to stretch the muscles around your nose and chin and stick your tongue out. Hold this stretch for 5-10 seconds. Caution: If you hear clicking or popping noises when opeing mouth, check with your dentist before doing this stretch.



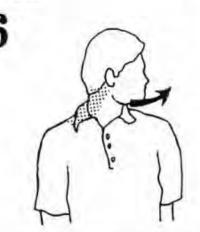
Shoulder Shrug: Raise the top of your shoulders toward your ears until you feel slight tension in your neck and shoulders. Hold this feeling of tension for 3-5 seconds, then relax your shoul-ders downward. Do this 2-3 times. Good to use at the first signs of tightness or tension in the shoulder and neck area.



With fingers interlaced behind head, keep elbows straight out to side with upper body in a good aligned position. Pull your shoulder blades toward each other to create a feeling of tension through upper back and shoulder blade area. Hold this feeling of mild tension for 8-10 seconds, then relax. Do several times.



Start with head in a comfortable, aligned position. Slowly tilt head to left side to stretch muscles on the right side of neck. Hold stretch 5-10 seconds. Feel a good, even stretch. Do not overstretch. Then tilt head to right side and stretch. Do 2-3 times to each side.

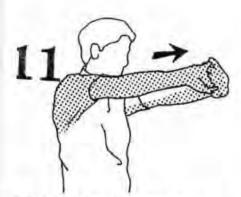


From a stable, aligned position turn your chin toward your left shoulder to create a stretch on the right side of your neck. Hold for 5-10 seconds. Repeat, each side twice:

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Sently tilt your head forward to stretch he back of the neck. Hold for 5-10 econds. Repeat 2-3 times. Hold only ensions that feel good. Do not stretch o the point of pain.



teriace fingers, then straighten arms it in front of you, palms facing away im you. Hold stretch for 10-20 secds. Do at least two times.



fingers interlaced behind your
 k, slowly turn your elbows inward
 e straightening your arms. This is
 d to do when you find yourself
 ping forward from your shoulders.
 for 5-15 seconds. Do twice.

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ailable -- the book, STRETCHING IN THE OFFICE (spiral bound) and CHWARE, THE SOFTWARE THAT REMINDS YOU TO STRETCH



2

Standing with knees slightly bent, place your palms on lower back ust above your hips, fingers pointing down-ward. Gently push your palms forward to create an extension in the lower back. Hold a comfortable stretch for 10-12 seconds. Repeat twice. Use this stretch after sitting for an extended period of time.

Interlace fingers then turn palms upwards above your head as you straighten your arms. Think of elongating your arms as you feel a stretch through arms and upper sides of rib cage. Hold for 10-20 seconds. Do three times.



Hold onto the back of your upper leg just above the knee. Gently pull bent leg toward your chest until you feel an easy stretch. Hold for 10-30 seonds at easy stretch tension. Do both sides. To stretch your calf, stand a little ways from a solid support and lean on it with your forearms, your head resting on your hands. Bend one leg and place your foot on the ground in front of you leaving the other leg straight, behind you. Slowly move your hips forward until you feel a

move your hips forward until you feel a stretch in the calf of your straight leg. Be sure to keep the heel of the foot of the straight leg on the ground and your toes pointed straight ahead. Hold an easy stretch for 10-30 seconds. Do not bounce. Stretch both legs.



Hold right elbow with left hand, then gently pull elbow behind head until an easy tension-stretch is felt. Hold 10-15 seconds. Do not overstretch. Repeat for other side.



Sit with left leg bent over right leg and rest right hand on the outside of the upper thigh of the left leg. Now apply some controlled, steady pressure toward the right with your hand. As you do this, look over your left shoulder to get the stretch feeling. Hold for 10-15 seconds. Repeat for other side.

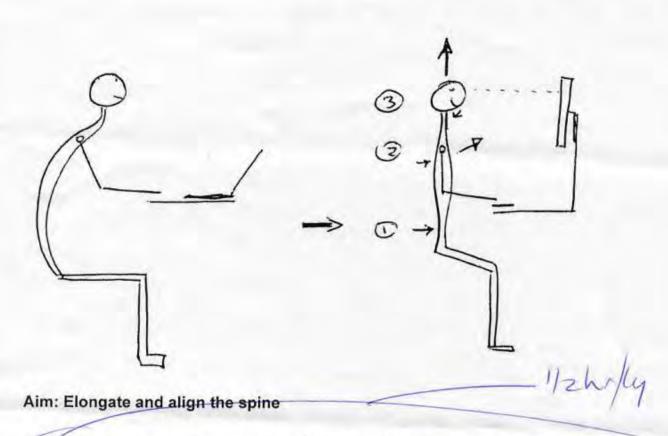
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SEXION Physiotherapy and Acupuncture Clinic

5

EXERCISES TO TRAIN YOUR BODY TO HAVE BETTER POSTURE



1. Place hand on your low back and feel it moving as you move your pelvis to and fro.

Clasp your hands together over your abdomen, pull your shoulder blades back and down, and push your chest forward and up.

Exercises 1 and 2 can be done while sitting. Feel and be aware of your position and movement. The exercises are gentle and should not be painful. Hold each movement for 1-3 seconds, then relax 20% - 30% and repeat 5-15 times. Aim to do them frequently in your day, even hourly while sitting.

3. To elongate and align the neck, it is best to stand with your back against the wall. The wall is straight and by touching the wall at the level of your shoulders with the back of your head, your body has a frame of reference for what it is to be straight. Gently elongate the back of your neck by simultaneously sliding the head up the wall and tucking the chin in. Do not cause any strain. Hold 1-3 seonds and then relax. Repeat 3-15 times.

Stand 30-60 See every 20mm

Telephone/Fax: 01 671 0222

Mark Sexton B.Sc. (Hons), Lic.Ac., MISCP, MCSP Chartered Physiotherapist & Acupuncture Licentiate



DAILY EXERCISES

10

AN ANTIDOTE TO THE DESK, CAR AND SMARTPHONE *Only move as far as is completely pain-free*

Reach to the Sky Reach your fingertips as far as is comfortable towards the ceiling. Keep breathing gently and feel the stretch along your arms, chest, abdomen and even down to your toes. Hold for 2-10 seconds and relax. Repeat up to 10 times.

Opera Singer Clasp your hands over your abdomen. Squeeze your shoulder blades back together. Simultaneously, standing as tall as possible, push your chest up and forwards. Keep breathing gently, hold for 3 seconds and relax. Repeat up to 10 times.

Superman Balance on the left leg. Gently reach upward with your left arm. Elongate your body as you do so. As you reach, slide the toes of the right leg backwards along the floor, lightly touching the floor. This is the "Superman" reach. Slowly relax back to a normal standing position. This exercises the muscles along the back extending from the shoulder down to the pelvis. Do the movement gently and slowly anywhere between 3 and 15 times.



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6 Manor Street, Stoneybatter, Dublin 7

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Foreword by Roger Angell

10

THE FIRST writer I watched at work was my stepfather, E. B. White. Each Tuesday morning, he would close his study door and sit down to write the "Notes and Comment" page for *The New Yorker*. The task was familiar to him—he was required to file a few hundred words of editorial or personal commentary on some topic in or out of the news that week—but the sounds of his typewriter from his room came in hesitant bursts, with long silences in between. Hours went by. Summoned at last for lunch, he was silent and preoccupied, and soon excused himself to get back to the job. When the copy went off at last, in the afternoon RFD pouch—we were in Maine, a day's mail away from New York—he rarely seemed satisfied. "It isn't good enough," he said sometimes. "I wish it were better."

Writing is hard, even for authors who do it all the time. Less frequent practitioners—the job applicant; the business executive with an annual report to get out; the high school senior with a Faulkner assignment; the graduate-school student with her thesis proposal; the writer of a letter of condolence—often get stuck in an awkward passage or find a muddle on their screens, and then blame themselves. What should be easy and flowing looks tangled or feeble or overblown—not what was meant at all. What's wrong with me, each one thinks. Why can't I get this right?

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* FOREWORD

It was this recurring question, put to himself, that must have inspired White to revive and add to a textbook by an English professor of his, Will Strunk Jr., that he had first read in college, and to get it published. The result, this quiet book, has been in print for forty years, and has offered more than ten million writers a helping hand. White knew that a compendium of specific tips—about singular and plural verbs, parentheses, the "that"–"which" scuffle, and many others—could clear up a recalcitrant sentence or subclause when quickly reconsulted, and that the larger principles needed to be kept in plain sight, like a wall sampler.

How simple they look, set down here in White's last chapter: "Write in a way that comes naturally," "Revise and rewrite," "Do not explain too much," and the rest; above all, the cleansing, clarion "Be clear." How often I have turned to them, in the book or in my mind, while trying to start or unblock or revise some piece of my own writing! They help—they really do. They work. They are the way.

E. B. White's prose is celebrated for its ease and clarity just think of *Charlotte's Web*—but maintaining this standard required endless attention. When the new issue of *The New Yorker* turned up in Maine, I sometimes saw him reading his "Comment" piece over to himself, with only a slightly different expression than the one he'd worn on the day it went off. Well, O.K., he seemed to be saying. At least I got the elements right.

This edition has been modestly updated, with word processors and air conditioners making their first appearance among White's references, and with a light redistribution of genders to permit a feminine pronoun or female farmer to take their places among the males who once innocently served him. Sylvia Plath has knocked Keats out of the box, and I notice that "America" has become "this country" in a sample text, to forestall a subsequent and possibly demeaning "she" in the same paragraph. What is not here is anything about E-mail—the rules-free, lower-case flow that cheerfully keeps us in touch these days. E-mail is conversation, FOREWORD M

and it may be replacing the sweet and endless talking we once sustained (and tucked away) within the informal letter. But we are all writers and readers as well as communicators, with the need at times to please and satisfy ourselves (as White put it) with the clear and almost perfect thought.

Introduction*

AT THE close of the first World War, when I was a student at Cornell, I took a course called English 8. My professor was William Strunk Jr. A textbook required for the course was a slim volume called *The Elements of Style*, whose author was the professor himself. The year was 1919. The book was known on the campus in those days as "the little book," with the stress on the word "little." It had been privately printed by the author.

I passed the course, graduated from the university, and forgot the book but not the professor. Some thirty-eight years later, the book bobbed up again in my life when Macmillan commissioned me to revise it for the college market and the general trade. Meantime, Professor Strunk had died.

The Elements of Style, when I reexamined it in 1957, seemed to me to contain rich deposits of gold. It was Will Strunk's parvum opus, his attempt to cut the vast tangle of English rhetoric down to size and write its rules and principles on the head of a pin. Will himself had hung the tag "little" on the book; he referred to it sardonically and with secret pride as "the *little* book," always giving the word "little" a special twist, as though he were putting a spin on a ball. In its original form, it was a forty-three page summation of the case for cleanliness, accuracy, and brevity in the use of English. Today, fifty-two years later, its vigor is

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NV INTRODUCTION

unimpaired, and for sheer pith I think it probably sets a record that is not likely to be broken. Even after I got through tampering with it, it was still a tiny thing, a barely tarnished gem. Seven rules of usage, eleven principles of composition, a few matters of form, and a list of words and expressions commonly misused—that was the sum and substance of Professor Strunk's work. Somewhat audaciously, and in an attempt to give my publisher his money's worth, I added a chapter called "An Approach to Style," setting forth my own prejudices, my notions of error, my articles of faith. This chapter (Chapter V) is addressed particularly to those who feel that English prose composition is not only a necessary skill but a sensible pursuit as well a way to spend one's days. I think Professor Strunk would not object to that.

A second edition of the book was published in 1972. I have now completed a third revision. Chapter IV has been refurbished with words and expressions of a recent vintage; four rules of usage have been added to Chapter I. Fresh examples have been added to some of the rules and principles, amplification has reared its head in a few places in the text where I felt an assault could successfully be made on the bastions of its brevity, and in general the book has received a thorough overhaul—to correct errors, delete bewhiskered entries, and enliven the argument.

Professor Strunk was a positive man. His book contains rules of grammar phrased as direct orders. In the main I have not tried to soften his commands, or modify his pronouncements, or remove the special objects of his scorn. I have tried, instead, to preserve the flavor of his discontent while slightly enlarging the scope of the discussion. The Elements of Style does not pretend to survey the whole field. Rather it proposes to give in brief space the principal requirements of plain English style. It concentrates on fundamentals: the rules of usage and principles of composition most commonly violated.

The reader will soon discover that these rules and principles are in the form of sharp commands, Sergeant Strunk Snapping orders to his plateer. The

INTRODUCTION N

clauses with a comma." (Rule 5.) "Do not break sentences in two." (Rule 6.) "Use the active voice." (Rule 14.) "Omit needless words." (Rule 17.) "Avoid a succession of loose sentences." (Rule 18.) "In summaries, keep to one tense." (Rule 21.) Each rule or principle is followed by a short hortatory essay, and usually the exhortation is followed by, or interlarded with, examples in parallel columns—the true vs. the false, the right vs. the wrong, the timid vs. the bold, the ragged vs. the trim. From every line there peers out at me the puckish face of my professor, his short hair parted neatly in the middle and combed down over his forehead, his eyes blinking incessantly behind steel-rimmed spectacles as though he had just emerged into strong light, his lips nibbling each other like nervous horses, his smile shuttling to and fro under a carefully edged mustache.

"Omit needless words!" cries the author on page 23, and into that imperative Will Strunk really put his heart and soul. In the days when I was sitting in his class, he omitted so many needless words, and omitted them so forcibly and with such eagerness and obvious relish, that he often seemed in the position of having shortchanged himself—a man left with nothing more to say yet with time to fill, a radio prophet who had out-distanced the clock. Will Strunk got out of this predicament by a simple trick: he uttered every sentence three times. When he delivered his oration on brevity to the class, he leaned forward over his desk, grasped his coat lapels in his hands, and, in a husky, conspiratorial voice, said, "Rule Seventeen. Omit needless words! Omit needless words! Omit needless words!"

He was a memorable man, friendly and funny. Under the remembered sting of his kindly lash, I have been trying to omit needless words since 1919, and although there are still many words that cry for omission and the huge task will never be accomplished, it is exciting to me to reread the masterly Strunkian elaboration of this noble theme. It goes:

Vigorous writing is concise. A sentence should contain no unnecessary words, a paragraph no unnecessary sen-

INTRODUCTION

unnecessary lines and a machine no unnecessary parts. This requires not that the writer make all sentences short or avoid all detail and treat subjects only in outline, but that every word tell.

There you have a short, valuable essay on the nature and beauty of brevity—fifty-nine words that could change the world. Having recovered from his adventure in prolixity (fifty-nine words were a lot of words in the tight world of William Strunk Jr.), the professor proceeds to give a few quick lessons in pruning. Students learn to cut the deadwood from "this is a subject that," reducing it to "this subject," a saving of three words. They learn to trim "used for fuel purposes" down to "used for fuel." They learn that they are being chatterboxes when they say "the question as to whether" and that they should just say "whether"—a saving of four words out of a possible five.

The professor devotes a special paragraph to the vile expression the fact that, a phrase that causes him to quiver with revulsion. The expression, he says, should be "revised out of every sentence in which it occurs." But a shadow of gloom seems to hang over the page, and you feel that he knows how hopeless his cause is. I suppose I have written the fact that a thousand times in the heat of composition, revised it out maybe five hundred times in the cool aftermath. To be batting only .500 this late in the season, to fail half the time to connect with this fat pitch, saddens me, for it seems a betrayal of the man who showed me how to swing at it and made the swinging seem worthwhile.

I treasure The Elements of Style for its sharp advice, but I treasure it even more for the audacity and self-confidence of its author. Will knew where he stood. He was so sure of where he stood, and made his position so clear and so plausible, that his peculiar stance has continued to invigorate me—and, I am sure, thousands of other ex-students—during the years that have intervened since our first encounter. He had a number of likes and dislikes that were almost as whimsical as the choice of a necktie, yet he made them seem utterly convincing. He disliked the word forceful and

INTRODUCTION [AVI

advised us to use *forcible* instead. He felt that the word *clever* was greatly overused: "It is best restricted to ingenuity displayed in small matters." He despised the expression *student body*, which he termed gruesome, and made a special trip downtown to the *Alumni News* office one day to protest the expression and suggest that *studentry* he substituted—a coinage of his own, which he felt was similar to *citizenry*. I am told that the *News* editor was so charmed by the visit, if not by the word, that he ordered the student body buried, never to rise again. *Studentry* has taken its place. It's not much of an improvement, but it does sound less cadaverous, and it made Will Strunk quite happy.

Some years ago, when the heir to the throne of England was a child, I noticed a headline in the *Times* about Bonnie Prince Charlie: "CHARLES' TONSILS OUT." Immediately Rule 1 leapt to mind.

 Form the possessive singular of nouns by adding 's. Follow this rule whatever the final consonant. Thus write,

Charles's friend

Burns's poems

the witch's malice

Clearly, Will Strunk had foreseen, as far back as 1918, the dangerous tonsillectomy of a prince, in which the surgeon removes the tonsils and the *Times* copy desk removes the final s. He started his book with it. I commend Rule 1 to the *Times*, and I trust that Charles's throat, not Charles' throat, is in fine shape today.

Style rules of this sort are, of course, somewhat a matter of individual preference, and even the established rules of grammar are open to challenge. Professor Strunk, although one of the most inflexible and choosy of men, was quick to acknowledge the fallacy of inflexibility and the danger of doctrine. "It is an old observation," he wrote, "that the best writers sometimes disregard the rules of rhetoric. When they do so, however, the reader will usually find in the sentence some compensating merit, attained at the cost of the

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violation. Unless he is certain of doing as well, he will probably do best to follow the rules."

It is encouraging to see how perfectly a book, even a dusty rule book, perpetuates and extends the spirit of a man. Will Strunk loved the clear, the brief, the bold, and his book is clear, brief, bold. Boldness is perhaps its chief distinguishing mark. On page 26, explaining one of his parallels, he says, "The lefthand version gives the impression that the writer is undecided or timid, apparently unable or afraid to choose one form of expression and hold to it." And his original Rule 11 was "Make definite assertions." That was Will all over. He scorned the vague, the tame, the colorless, the irresolute. He felt it was worse to be irresolute than to be wrong. I remember a day in class when he leaned far forward, in his characteristic pose-the pose of a man about to impart a secret-and croaked, "If you don't know how to pronounce a word, say it loud! If you don't know how to pronounce a word, say it loud!" This comical piece of advice struck me as sound at the time, and I still respect it. Why compound ignorance with inaudibility? Why run and hide?

All through *The Elements of Style* one finds evidences of the author's deep sympathy for the reader. Will felt that the reader was in serious trouble most of the time, floundering in a swamp, and that it was the duty of anyone attempting to write English to drain this swamp quickly and get the reader up on dry ground, or at least to throw a rope. In revising the text, I have tried to hold steadily in mind this belief of his, this concern for the bewildered reader.

In the English classes of today, "the little book" is surrounded by longer, lower textbooks—books with permissive steering and automatic transitions. Perhaps the book has become something of a curiosity. To me, it still seems to maintain its original poise, standing, in a drafty time, erect, resolute, and assured. I still find the Strunkian wisdom a comfort, the Strunkian humor a delight, and the Strunkian attitude toward right-and-wrong a blessing undisguised.

E. B. WHITE

The Elements of Style

I Elementary Rules of Usage

1. Form the possessive singular of nouns by adding 's.

Follow this rule whatever the final consonant. Thus write,

Charles's friend

Burns's poems

the witch's malice

Exceptions are the possessives of ancient proper names ending in -es and -is, the possessive Jesus', and such forms as for conscience' sake, for righteousness' sake. But such forms as Moses' Laws. Isis' temple are commonly replaced by

the laws of Moses

the temple of Isis

The pronominal possessives hers, its, theirs, yours, and ours have no apostrophe. Indefinite pronouns, however, use the apostrophe to show possession.

one's rights somebody else's umbrella

A common error is to write <u>it's</u> for its, or vice versa. The first is a contraction, meaning "it is." The second is a possessive.

SECTION G - 19/71

2. In a series of three or more terms with a single conjunction, use a comma after each term except the last.

Thus write,

red, white, and blue

gold, silver, or copper

He opened the letter, read it, and made a note of its contents.

and a second second second

This comma is often referred to as the "serial" comma. In the names of business firms the last comma is usually omitted. Follow the usage of the individual firm.

Little, Brown and Company

Donaldson, Lufkin & Jenrette

3. Enclose parenthetic expressions between commas.

The best way to see a country, unless you are pressed for time, is to travel on foot.

This rule is difficult to apply; it is frequently hard to decide whether a single word, such as *however*, or a brief phrase is or is not parenthetic. If the interruption to the flow of the sentence is but slight, the commas may be safely omitted. But whether the interruption is slight or considerable, <u>never omit one comma and leave the other</u>. There is no defense for such punctuation as

Marjorie's husband, Colonel Nelson paid us a visit yesterday.

or

My brother you will be pleased to hear, is now in perfect health.

Dates usually contain parenthetic words or figures. Punctuate as follows:

February to July, 1992

ELEMENTARY RULES OF USAGE [3

April 6, 1986

Wednesday, November 14, 1990

Note that it is customary to omit the comma in

6 April 1988

The last form is an excellent way to write a date: the figures are separated by a word and are, for that reason, quickly grasped.

A name or a title in direct address is parenthetic.

If, Sir, you refuse, I cannot predict what will happen.

Well, Susan, this is a fine mess you are in.

The abbreviations etc., i.e., and e.g., the abbreviations for academic degrees, and titles that follow a name <u>are paren</u>thetic and should be punctuated accordingly.

Letters, packages, etc., should go here.

Horace Fulsome, Ph.D., presided.

Rachel Simonds, Attorney

The Reverend Harry Lang, S.J.

No comma, however, should separate a noun from a restrictive term of identification.

Billy the Kid

The novelist Jane Austen

William the Conqueror

The poet Sappho

Although Junior, with its abbreviation Jr., has commonly been regarded as parenthetic, logic suggests that it is, in fact, restrictive and therefore not in need of a comma.

James Wright Jr.

Nonrestrictive relative clauses are parenthetic, as are similar clauses introduced by conjunctions indicating time

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clause is one that does not serve to identify or define the antecedent noun.

The audience, which had at first been indifferent, became more and more interested.

In 1769, when Napoleon was born, Corsica had but recently been acquired by France.

Nether Stowey, where Coleridge wrote The Rime of the Ancient Mariner, is a few miles from Bridgewater.

In these sentences, the clauses introduced by *which*, *when*, and *where* are nonrestrictive; they do not limit or define, they merely add something. In the first example, the clause introduced by *which* does not serve to tell which of several possible audiences is meant; the reader presumably knows that already. The clause adds, parenthetically, a statement supplementing that in the main clause. Each of the three sentences is a combination of two statements that might have been made independently.

The audience was at first indifferent. Later it became more and more interested.

Napoleon was born in 1769. At that time Corsica had but recently been acquired by France.

Coleridge wrote The Rime of the Ancient Mariner at Nether Stowey. Nether Stowey is a few miles from Bridgewater.

Restrictive clauses, by contrast, are not parenthetic and are not set off by commas. Thus,

People who live in glass houses shouldn't throw stones.

Here the clause introduced by *who* does serve to tell which people are meant; the sentence, unlike the sentences above, cannot be split into two independent statements. The same principle of comma use applies to participial phrases and to appositives.

People sitting in the rear couldn't hear. (restrictive) Uncle Bert, being slightly deaf, moved forward. (nonrestrictive) ELEMENTARY BULES OF USAGE 5

My cousin Bob is a talented harpist. (restrictive) Our oldest daughter, Mary, sings. (nonrestrictive)

When the main clause of a sentence is preceded by a phrase or a subordinate clause, use a comma to set off these elements.

Partly by hard fighting, partly by diplomatic skill, they enlarged their dominions to the east and rose to royal rank with the possession of Sicily.

Place a comma before a conjunction introducing an independent clause.

The early records of the city have disappeared, and the story of its first years can no longer be reconstructed.

The situation is perilous, but there is still one chance of escape.

Two-part sentences of which the second member is introduced by as (in the sense of "because"), for, or, nor, or while (in the sense of "and at the same time") likewise require a comma before the conjunction.

If a dependent clause, or an introductory phrase requiring to be set off by a comma, precedes the second independent clause, no comma is needed after the conjunction.

The situation is perilous, but if we are prepared to act promptly, there is still one chance of escape.

When the subject is the same for both clauses and is expressed only once, a comma is useful if the connective is *but*. When the connective is *and*, the comma should be omitted if the relation between the two statements is close or immediate.

I have heard the arguments, but am still unconvinced. He has had several years' experience and is thoroughly

competent.

5. Do not join independent clauses with a comma.

If two or more clauses grammatically complete and SECTION G - 21/71

pound sentence, the proper mark of punctuation is a semicolon.

Mary Shelley's works are entertaining; they are full of engaging ideas.

It is nearly half past five; we cannot reach town before dark.

It is, of course, equally correct to write each of these as two sentences, replacing the semicolons with periods.

Mary Shelley's works are entertaining. They are full of engaging ideas.

It is nearly half past five. We cannot reach town before dark.

If a conjunction is inserted, the proper mark is a comma. (Rule 4.)

Mary Shelley's works are entertaining, for they are full of engaging ideas.

It is nearly half past five, and we cannot reach town before dark.

A comparison of the three forms given above will show clearly the advantage of the first. It is, at least in the examples given, better than the second form because it suggests the close relationship between the two statements in a way that the second does not attempt, and better than the third because it is briefer and therefore more forcible. Indeed, this simple method of indicating relationship between statements is one of the most useful devices of composition. The relationship, as above, is commonly one of cause and consequence.

Note that if the second clause is preceded by an adverb, such as *accordingly, besides, then, therefore, or thus,* and not by a conjunction, the semicolon is still required.

I had never been in the place before; besides, it was dark as a tomb.

An exception to the semicolon rule is worth noting here

ELEMENTARY RULES OF USAGE [7

alike in form, or when the tone of the sentence is easy and conversational.

Man proposes, God disposes.

The gates swung apart, the bridge fell, the portcullis was drawn up.

I hardly knew him, he was so changed.

Here today, gone tomorrow.

6. Do not break sentences in two.

In other words, do not use periods for commas.

I met them on a Cunard liner many years ago. Coming home from Liverpool to New York.

She was an interesting talker. A woman who had traveled all over the world and lived in half a dozen countries.

In both these examples, the first period should be replaced by a comma and the following word begun with a small letter.

It is permissible to make an emphatic word or expression serve the purpose of a sentence and to punctuate it accordingly:

Again and again he called out. No reply,

The writer must, however, be certain that the emphasis is warranted, lest a clipped sentence seem merely a blunder in syntax or in punctuation. Generally speaking, the place for broken sentences is in dialogue, when a character happens to speak in a clipped or fragmentary way.

Rules 3, 4, 5, and 6 cover the most important principles that govern punctuation. They should be so thoroughly mastered that their application becomes second nature.

7. Use a colon after an independent clause to introduce a list of particulars, an appositive, an amplification, or an illustrative quotation.

A colon talls the reader that what follows is closely re-SECTION G - 22/71

than the comma, less power to separate than the semicolon, and more formality than the dash. It usually follows an independent clause and should not separate a verb from its complement or a preposition from its object. The examples in the lefthand column, below, are wrong; they should be rewritten as in the righthand column.

Your dedicated whittler requires: a knife, a piece of wood, and a back porch.

Your dedicated whittler requires three props: a knife, a piece of wood, and a back porch.

Understanding is that penetrating quality of knowledge that grows from: theory, practice, conviction, assertion, error, and humiliation.

Understanding is that penetrating quality of knowledge that grows from theory, practice, conviction, assertion, error, and humiliation.

Join two independent clauses with a colon if the second interprets or amplifies the first.

But even so, there was a directness and dispatch about animal burial: there was no stopover in the undertaker's foul parlor, no wreath or spray.

A colon may introduce a quotation that supports or contributes to the preceding clause.

The squalor of the streets reminded her of a line from Oscar Wilde: "We are all in the gutter, but some of us are looking at the stars."

The colon also has certain functions of form: to follow the salutation of a formal letter, to separate hour from minute in a notation of time, and to separate the title of a work from its subtitle or a Bible chapter from a verse.

Dear Mr. Montague: departs at 10:48 F.M. Practical Calligraphy: An Introduction to Italic Script Nehemiah 11:7

ELEMENTARY BULES OF USAGE 19

8. Use a dash to set off an abrupt break or interruption and to announce a long appositive or summary.

A dash is a mark of separation stronger than a comma, less formal than a colon, and more relaxed than parentheses.

His first thought on getting out of bed-if he had any thought at all-was to get back in again.

The rear axle began to make a noise-a grinding, chattering, teeth-gritting rasp.

The increasing reluctance of the sun to rise, the extranip in the breeze, the patter of shed leaves dropping-all the evidences of fall drifting into winter were clearer each day.

Use a dash only when a more common mark of punctuation seems inadequate.

Her father's suspicions proved well-founded-it was not Edward she cared for-it was San Francisco.

Her father's suspicions proved well-founded. It was not Edward she cared

Violence-the kind you see on television-is not honestly violent-there lies its harm.

for, it was San Francisco. Violence, the kind you see on television, is not

honestly violent. There lies its harm.

9. The number of the subject determines the number of the verb.

Words that intervene between subject and verb do not affect the number of the verb.

The bittersweet flavor of youth-its trials, its joys, its adventures, its challengesare not soon forgotten.

The bittersweet flavor of youth-its trials, its joys, its adventures, its challenges -is not soon forgotten.

A common blunder is the use of a singular verb form in a relative clause following "one of . . ." or a similar expres-

SECTION G - 23/71

One of the ablest scientists who has attacked this problem

One of those people who is never ready on time

One of the ablest scientists who have attacked this problem

One of those people who are never ready on time

Use a singular verb form after each, either, everyone, everybody, neither, nobody, someone.

Everybody thinks he has a unique sense of humor.

Although both clocks strike cheerfully, neither keeps good time.

With none, use the singular verb when the word means "no one" or "not one."

None of us are perfect. None of us is perfect.

A plural verb is commonly used when none suggests more than one thing or person.

None are so fallible as those who are sure they're right.

A compound subject formed of two or more nouns joined. by and almost always requires a plural verb.

The walrus and the carpenter were walking close at hand.

But certain compounds, often clichés, are so inseparable they are considered a unit and so take a singular verb, as do compound subjects qualified by each or every.

The long and the short of it is . . .

1.4

Bread and butter was all she served.

Give and take is essential to a happy household.

Every window, picture, and mirror was smashed.

A singular subject remains singular even if other nouns are connected to it by with, as well as, in addition to, except, together with, and no less than. 1.1.

ELEMENTARY RULES OF USAGE. 11

A linking verb agrees with the number of its subject.

What is wanted is a few more pairs of hands.

The trouble with truth is its many varieties.

Some nouns that appear to be plural are usually construed as singular and given a singular verb.

Politics is an art, not a science.

The Republican Headquarters is on this side of the tracks. But

The general's quarters are across the river.

In these cases the writer must simply learn the idioms. The contents of a book is singular. The contents of a jar may be either singular or plural, depending on what's in the jarjam or marbles.

10. Use the proper case of pronoun.

The personal pronouns, as well as the pronoun who, change form as they function as subject or object.

Will Jane or he be hired, do you think?

The culprit, it turned out, was he.

We heavy eaters would rather walk than ride. Who knocks?

Give this work to whoever looks idle.

In the last example, whoever is the subject of looks idle; the object of the preposition to is the entire clause whoever looks idle. When who introduces a subordinate clause, its case depends on its function in that clause.

Virgil Soames is the candidate whom we think will win.

Virgil Soames is the candidate who we think will win. [We think he will win.]

Virgil Soames is the

Virgil Soames is the candidate who we hope to elect.

candidate whom we hope to elect. We home to elect

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A pronoun in a comparison is nominative if it is the subject of a stated or understood verb.

Sandy writes better than I. (Than I write.)

In general, avoid "understood" verbs by supplying them. 1 .1 . 1 ...

Jessica more than I. Polly loves cake more than me.	I think Horace admires Jessica more than I do.
	Polly loves cake more than she loves me.

The objective case is correct in the following examples.

The ranger offered Shirley and him some advice on campsites.

They came to meet the Baldwins and us.

Let's talk it over between us, then, you and me.

Whom should I ask?

-

A group of us taxpayers protested.

Us in the last example is in apposition to taxpayers, the object of the preposition of. The wording, although grammatically defensible, is rarely apt. "A group of us protested as taxpayers" is better, if not exactly equivalent.

Use the simple personal pronoun as a subject.

Blake and myself stayed home.	Blake and I stayed home.
Howard and yourself	Howard and you
brought the lunch, I	brought the lunch, I
thought.	thought.

The possessive case of pronouns is used to show ownership. It has two forms: the adjectival modifier, your hat, and the noun form, a hat of yours.

The dog has buried one of your gloves and one of mine in the flower bed.

Gerunds usually require the possessive case. 80.11

ELEMENTARY RULES OF USAGE 13

A present participle as a verbal, on the other hand, takes the objective case.

They heard him singing in the shower.

The difference between a verbal participle and a gerund is not always obvious, but note what is really said in each of the following.

Do you mind me asking a question?

Do you mind my asking a question?

In the first sentence, the queried objection is to me, as opposed to other members of the group, asking a question. In the second example, the issue is whether a question may be asked at all.

11. A participial phrase at the beginning of a sentence must refer to the grammatical subject.

Walking slowly down the road, he saw a woman accompanied by two children.

The word walking refers to the subject of the sentence. not to the woman. To make it refer to the woman, the writer must recast the sentence.

He saw a woman, accompanied by two children, walking slowly down the road.

Participial phrases preceded by a conjunction or by a preposition, nouns in apposition, adjectives, and adjective phrases come under the same rule if they begin the sentence.

On arriving in Chicago, his friends met him at the station.

A soldier of proved valor, they entrusted him with the defense of the city.

Young and inexperi-

On arriving in Chicago, he was met at the station by his friends.

A soldier of proved valor, he was entrusted with the defense of the city.

Young and inexperi-

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Without a friend to counsel him, the temptation proved irresistible.

Without a friend to counsel him, he found the temptation irresistible.

Sentences violating Rule 11 are often ludicrous:

Being in a dilapidated condition, I was able to buy the house very cheap.

Wondering irresolutely what to do next, the clock struck twelve.

Π

Elementary Principles of Composition

12. Choose a suitable design and hold to it.

A basic structural design underlies every kind of writing. Writers will in part follow this design, in part deviate from it, according to their skills, their needs, and the unexpected events that accompany the act of composition. Writing, to be effective, must follow closely the thoughts of the writer, but not necessarily in the order in which those thoughts occur. This calls for a scheme of procedure. In some cases, the best design is no design, as with a love letter, which is simply an outpouring, or with a casual essay, which is a ramble. But in most cases, planning must be a deliberate prelude to writing. The first principle of composition, therefore, is to foresee or determine the shape of what is to come and pursue that shape.

A sonnet is built on a fourteen-line frame, each line containing five feet. Hence, sonneteers know exactly where they are headed, although they may not know how to get there. Most forms of composition are less clearly defined, more flexible, but all have skeletons to which the writer will bring the flesh and the blood. The more clearly the writer perceives the shape, the better are the chances of success.

13. Make the paragraph the unit of composition.

The paragraph is a convenient unit; it serves all forms of literary work. As long as it had been as the literary work of the literary w

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be of any length—a single, short sentence or a passage of great duration.

If the subject on which you are writing is of slight extent, or if you intend to treat it briefly, there may be no need to divide it into topics. Thus, a brief description, a brief book review, a brief account of a single incident, a narrative merely outlining an action, the setting forth of a single idea—any one of these is best written in a single paragraph. After the paragraph has been written, examine it to see whether division will improve it.

Ordinarily, however, a subject requires division into topics, each of which should be dealt with in a paragraph. The object of treating each topic in a paragraph by itself is, of course, to aid the reader. The beginning of each paragraph is a signal that a new step in the development of the subject has been reached.

As a rule, single sentences should not be written or printed as paragraphs. An exception may be made of sentences of transition, indicating the relation between the parts of an exposition or argument.

In dialogue, each speech, even if only a single word, is usually a paragraph by itself; that is, a new paragraph begins with each change of speaker. The application of this rule when dialogue and narrative are combined is best learned from examples in well-edited works of fiction. Sometimes a writer, seeking to create an effect of rapid talk or for some other reason, will elect not to set off each speech in a separate paragraph and instead will run speeches together. The common practice, however, and the one that serves best in most instances, is to give each speech a paragraph of its own.

As a rule, begin each paragraph either with a sentence that suggests the topic or with a sentence that helps the transition. If a paragraph forms part of a larger composition, its relation to what precedes, or its function as a part of the whole, may need to be expressed. This can sometimes be done by a mere word or phrase (*again, therefore, for the same reason*) in the first sentence. Sometimes, however, it

PRINCIPLES OF COMPOSITION [17

is expedient to get into the topic slowly, by way of a sentence or two of introduction or transition.

In narration and description, the paragraph sometimes begins with a concise, comprehensive statement serving to hold together the details that follow.

The breeze served us admirably.

The campaign opened with a series of reverses.

The next ten or twelve pages were filled with a curious set of entries.

But when this device, or any device, is too often used, it becomes a mannerism. More commonly, the opening sentence simply indicates by its subject the direction the paragraph is to take.

At length I thought I might return toward the stockade.

He picked up the heavy lamp from the table and began to explore.

Another flight of steps, and they emerged on the roof.

In animated narrative, the paragraphs are likely to be short and without any semblance of a topic sentence, the writer rushing headlong, event following event in rapid succession. The break between such paragraphs merely serves the purpose of a rhetorical pause, throwing into prominence some detail of the action.

In general, remember that paragraphing calls for a good eye as well as a logical mind. Enormous blocks of print look formidable to readers, who are often reluctant to tackle them. Therefore, breaking long paragraphs in two, even if it is not necessary to do so for sense, meaning, or logical development, is often a visual help. But remember, too, that firing off many short paragraphs in quick succession can be distracting. Paragraph breaks used only for show read like the writing of commerce or of display advertising. Moderation and a sense of order should be the main considerations in paragraphing

SECTION G - 27/71

14. Use the active voice.

The active voice is usually more direct and vigorous than the passive:

I shall always remember my first visit to Boston.

This is much better than

My first visit to Boston will always be remembered by me.

The latter sentence is less direct, less bold, and less concise. If the writer tries to make it more concise by omitting "by me,"

My first visit to Boston will always be remembered,

it becomes indefinite: is it the writer or some undisclosed person or the world at large that will always remember this visit?

This rule does not, of course, mean that the writer should entirely discard the passive voice, which is frequently convenient and sometimes necessary.

The dramatists of the Restoration are little esteemed today.

Modern readers have little esteem for the dramatists of the Restoration.

The first would be the preferred form in a paragraph on the dramatists of the Restoration, the second in a paragraph on the tastes of modern readers. The need to make a particular word the subject of the sentence will often, as in these examples, determine which voice is to be used.

The habitual use of the active voice, however, makes for forcible writing. This is true not only in narrative concerned principally with action but in writing of any kind. Many a tame sentence of description or exposition can be made lively and emphatic by substituting a transitive in the active voice for some such perfunctory expression as *there is* or

PRINCIPLES OF COMPOSITION [19

There were a great number of dead leaves lying on the ground.

At dawn the crowing of a rooster could be heard.

The reason he left college was that his health became impaired.

It was not long before she was very sorry that she had said what she had. Dead leaves covered the ground.

The cock's crow came with dawn.

Failing health compelled him to leave college.

She soon repented her words.

Note, in the examples above, that when a sentence is made stronger, it usually becomes shorter. Thus, brevity is a by-product of vigor.

15. Put statements in positive form.

Make definite assertions. Avoid tame, colorless, hesitating, noncommittal language. Use the word *not* as a means of denial or in antithesis, never as a means of evasion.

He was not very often on time.

She did not think that studying Latin was a sensible way to use one's time.

The Taming of the Shrew is rather weak in spots. Shakespeare does not portray Katharine as a very admirable character, nor does Bianca remain long in memory as an important character in Shakespeare's works. He usually came late.

She thought the study of Latin a waste of time.

The women in *The Taming of the Shrew* are unattractive. Katharine is disagreeable, Bianca insignificant.

The last example, before correction, is indefinite as well as negative. The corrected version, consequently is simply

SECTION G - 28/71

All three examples show the weakness inherent in the word not. Consciously or unconsciously, the reader is dissatisfied with being told only what is not; the reader wishes to be told what is. Hence, as a rule, it is better to express even a negative in positive form.

not honest	dishonest
not important	trifling
did not remember	forgot
did not pay any attention to	ignored
did not have much confidence in	distrusted

Placing negative and positive in opposition makes for a stronger structure.

Not charity, but simple justice.

Not that I loved Caesar less, but that I loved Rome more. Ask not what your country can do for you—ask what you can do for your country.

Negative words other than not are usually strong,

Her loveliness I never knew / Until she smiled on me.

Statements qualified with unnecessary auxiliaries or conditionals sound irresolute.

If you would let us know the time of your arrival, we would be happy to arrange your transportation from the airport.

Applicants can make a good impression by being neat and punctual.

Plath may be ranked among those modern poets who died young. If you will let us know the time of your arrival, we shall be happy to arrange your transportation from the airport.

Applicants will make a good impression if they are neat and punctual.

Plath was one of those modern poets who died young.

If your every sentence admits a doubt, your writing will lack

PRINCIPLES OF COMPOSITION 21

16. Use definite, specific, concrete language.

Prefer the specific to the general, the definite to the vague, the concrete to the abstract.

A period of unfavorable	It rained every day for a
weather set in.	week.
5 TV 1 - 0 - 1 - 0	No. of the second se

He showed satisfaction as he took possession of his well-earned reward. He grinned as he pocketed the coin.

If those who have studied the art of writing are in accord on any one point, it is this: the surest way to arouse and hold the reader's attention is by being specific, definite, and concrete. The greatest writers—Homer, Dante, Shakespeare are effective largely because they deal in particulars and report the details that matter. Their words call up pictures.

Jean Stafford, to cite a more modern author, demonstrates in her short story "In the Zoo" how prose is made vivid by the use of words that evoke images and sensations:

Daisy and I in time found asylum in a small menagerie down by the railroad tracks. It belonged to a gentle alcoholic ne er-do-well, who did nothing all day long but drink bathtub gin in rickeys and play solitaire and smile to himself and talk to bis animals. He had a little, stunted red vixen and a deodorized skunk, a parrot from Tahiti that spoke Parisian French, a woebegone coyote, and two capuchin monkeys, so serious and humanized, so small and sad and sweet, and so religiouslooking with their tonsured heads that it was impossible not to think their gibberish was really an ordered language with a grammar that someday some philologist would understand.

Gran knew about our visits to Mr. Murphy and she did not object, for it gave her keen pleasure to excoriate him when we came home. His vice was not a matter of guesswork; it was an established fact that he was half-seas

SECTION G - 29/71

milk and is never mastered. Oh, I know all about those promises to join the temperance movement and not to touch another drop. The way to Hell is paved with good intentions."*

If the experiences of Walter Mitty, of Molly Bloom, of Rabbit Angstrom have seemed for the moment real to countless readers, if in reading Faulkner we have almost the sense of inhabiting Yoknapatawpha County during the decline of the South, it is because the details used are definite, the terms concrete. It is not that every detail is given—that would be impossible, as well as to no purposebut that all the significant details are given, and with such accuracy and vigor that readers, in imagination, can project themselves into the scene.

In exposition and in argument, the writer must likewise never lose hold of the concrete; and even when dealing with general principles, the writer must furnish particular instances of their application.

In his Philosophy of Style, Herbert Spencer gives two sentences to illustrate how the vague and general can be turned into the vivid and particular:

In proportion as the	In proportion as men
manners, customs, and	delight in battles, bull-
amusements of a nation are	fights, and combats of glad
cruel and barbarous, the	iators, will they punish by
regulations of its penal	hanging, burning, and the
code will be severe.	rack.

To show what happens when strong writing is deprived of its vigor, George Orwell once took a passage from the

PRINCIPLES OF COMPOSITION 23

Bible and drained it of its blood. On the left, below, is Orwell's translation; on the right, the verse from Ecclesiastes (King James Version).

Objective consideration of contemporary phenomena compels the conclusion that success or failure in competitive activities exhibits no tendency to be commensurate with innate capacity, but that a considerable element of the unpredictable must inevitably be taken into account.

I returned, and saw under the sun, that the race is not to the swift, nor the battle to the strong, neither yet bread to the wise, nor yet riches to men of understanding, nor yet favor to men of skill; but time and chance happeneth to them all

17. Omit needless words.

glad-

Vigorous writing is concise. A sentence should contain no unnecessary words, a paragraph no unnecessary sentences, for the same reason that a drawing should have no unnecessary lines and a machine no unnecessary parts. This requires not that the writer make all sentences short, or avoid all detail and treat subjects only in outline, but that every word tell.

Many expressions in common use violate this principle.

the question as to whether	whether (the question whether)
there is no doubt but that	no doubt (doubtless)
used for fuel purposes	used for fuel
he is a man who	he
in a hasty manner	hastily
this is a subject that	this subject
Her story is a strange one.	Her story is strange.

the reason why is that

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hecause

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The fact that is an especially debilitating expression. It should be revised out of every sentence in which it occurs.

owing to the fact that in spite of the fact that call your attention to the fact that	since (because) though (although) remind you (notify you)
I was unaware of the fact that the fact that he had not succeeded	I was unaware that (did not know) his failure
the fact that I had arrived	my arrival

See also the words *case*, *character*, *nature* in Chapter IV. Who is, which was, and the like are often superfluous.

His cousin, who is a member of the same firm	His cousin, a member of the same firm
Trafalgar, which was	Trafalgar, Nelson's last
Nelson's last battle	battle

As the active voice is more concise than the passive, and a positive statement more concise than a negative one, many of the examples given under Rules 14 and 15 illustrate this rule as well.

A common way to fall into wordiness is to present a single complex idea, step by step, in a series of sentences that might to advantage be combined into one.

Macbeth was very ambitious. This led him to wish to become king of Scotland. The witches told him that this wish of his would come true. The king of Scotland at this time was Duncan. Encouraged by his wife, Macbeth murdered Duncan. He was thus enabled to succeed Duncan as king. (51 words)

Encouraged by his wife, Macbeth achieved his ambition and realized the prediction of the witches by murdering Duncan and becoming king of Scotland in his place, (26 words)

PRINCIPLES OF COMPOSITION 25

18. Avoid a succession of loose sentences.

This rule refers especially to loose sentences of a particular type: those consisting of two clauses, the second introduced by a conjunction or relative. A writer may err by making sentences too compact and periodic. An occasional loose sentence prevents the style from becoming too formal and gives the reader a certain relief. Consequently, loose sentences are common in easy, unstudied writing. The danger is that there may be too many of them.

An unskilled writer will sometimes construct a whole paragraph of sentences of this kind, using as connectives and, but, and, less frequently, who, which, when, where, and while, these last in nonrestrictive senses. (See Rule 3.)

The third concert of the subscription series was given last evening, and a large audience was in attendance. Mr. Edward Appleton was the soloist, and the Boston Symphony Orchestra furnished the instrumental music. The former showed himself to be an artist of the first rank, while the latter proved itself fully deserving of its high reputation. The interest aroused by the series has been very gratifying to the Committee, and it is planned to give a similar series annually hereafter. The fourth concert will be given on Tuesday, May 10, when an equally attractive program will be presented.

Apart from its triteness and emptiness, the paragraph above is bad because of the structure of its sentences, with their mechanical symmetry and singsong. Compare these sentences from the chapter "What I Believe" in E. M. Forster's *Two Cheers for Democracy*:

I believe in aristocracy, though—if that is the right word, and if a democrat may use it. Not an aristocracy of power, based upon rank and influence, but an aristocracy of the sensitive, the considerate and the plucky. Its members are to be found in all nations and classes, and all through the ages, and there is a secret understanding between them when they meet. They represent the true human tradition, the one permanent victory of our queer race over cruelty and chaos. Thousands of them perish in observative a forward provider the form

SECTION G - 31/71

others as well as for themselves, they are considerate without being fussy, their pluck is not swankiness but the power to endure, and they can take a joke.*

A writer who has written a series of loose sentences should recast enough of them to remove the monotony, replacing them with simple sentences, sentences of two clauses joined the first term or else be repeated before each term. by a semicolon, periodic sentences of two clauses, or sentences (loose or periodic) of three clauses-whichever best represent the real relations of the thought.

19. Express coordinate ideas in similar form.

This principle, that of parallel construction, requires that expressions similar in content and function be outwardly similar. The likeness of form enables the reader to recognize more readily the likeness of content and function. The familiar Beatitudes exemplify the virtue of parallel construction.

Blessed are the poor in spirit: for theirs is the kingdom of heaven.

Blessed are they that mourn: for they shall be comforted Blessed are the meek: for they shall inherit the earth. Blessed are they which do hunger and thirst after righteousness: for they shall be filled.

The unskilled writer often violates this principle, mistakenly believing in the value of constantly varying the form of expression. When repeating a statement to emphasize it. the writer may need to vary its form. Otherwise, the writer should follow the principle of parallel construction.

Formerly, science was taught by the textbook method, while now the laboratory method is employed.

Formerly, science was taught by the textbook method; now it is taught by the laboratory method.

The lefthand version gives the impression that the writer is undecided or timid, apparently unable or afraid to choose

*Excerpt from "What I Believe" in Two Cheers for Democracy. copyright 1939 and renewed 1967 by E. M. Forster, reprinted by per mission of Harcourt, Inc. Also, by permission of The Provost and ScholPRINCIPLES OF COMPOSITION 27

one form of expression and hold to it. The righthand version shows that the writer has at least made a choice and abided by it.

By this principle, an article or a preposition applying to all the members of a series must either be used only before

the French, the Italians, Spanish, and Portuguese	the French, the Italians, the Spanish, and the Por- tuguese
in spring, summer, or in winter	in spring, summer, or winter (in spring, in sum- mer, or in winter)

Some words require a particular preposition in certain idiomatic uses. When such words are joined in a compound construction, all the appropriate prepositions must be included, unless they are the same.

His speech was marked	His speech was marked
by disagreement and scorn for his opponent's position.	by disagreement with and scorn for his opponent's position.
	pusteron

Correlative expressions (both, and; not, but; not only, but also; either, or; first, second, third; and the like) should be followed by the same grammatical construction. Many violations of this rule can be corrected by rearranging the sentence.

It was both a long ceremony and very tedious. A time not for words but

action.

Either you must grant his request or incur his ill will

My objections are, first, the injustice of the mea-

The ceremony was both long and tedious.

A time not for words but for action.

You must either grant his request or incur his ill will

My objections are, first, that the measure is unjust;

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It may be asked, what if you need to express a rathe wonder which cost two dollars-the phone call or the dincloser examination, you will probably find that the diffi a steel tank. culty is imaginary-that these twenty ideas can be classiwithin each group. Otherwise, it is best to avoid the diffi transferred to the beginning. culty by putting statements in the form of a table.

20. Keep related words together.

The position of the words in a sentence is the principal means of showing their relationship. Confusion and ambiguity result when words are badly placed. The writer must therefore, bring together the words and groups of word that are related in thought and keep apart those that are not so related.

He noticed a large stain in the rug that was right in the center.

You can call your mother in London and tell her all about George's taking you out to dinner for just two dollars.

New York's first commercial human-sperm bank opened Friday with semen samples from eighteen men frozen in a stainless steel tank.

He noticed a large stain right in the center of the rug.

For just two dollars you can call your mother in London and tell her all about George's taking you out to dinner.

New York's first commercial human-sperm bank opened Friday when semen samples were taken from eighteen men. The samples were then frozen and stored in a stainless steel tank.

In the lefthand version of the first example, the reader has no way of knowing whether the stain was in the center of the rug or the rug was in the center of the room. In the lefthand version of the second example the made

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large number of similar ideas-say, twenty? Must you write ner. In the lefthand version of the third example, the readtwenty consecutive sentences of the same pattern? Oi er's heart goes out to those eighteen poor fellows frozen in

The subject of a sentence and the principal verb should fied in groups, and that you need apply the principle only not, as a rule, be separated by a phrase or clause that can be

> Toni Morrison, in Beloved, writes about characters who have escaped from slavery but are haunted by its heritage.

A dog, if you fail to discipline him, becomes a household pest.

In Beloved, Toni Morrison writes about characters who have escaped from slavery but are haunted by its heritage.

Unless disciplined, a dog becomes a household pest.

Interposing a phrase or a clause, as in the lefthand examples above, interrupts the flow of the main clause. This interruption, however, is not usually bothersome when the flow is checked only by a relative clause or by an expression in apposition. Sometimes, in periodic sentences, the interruption is a deliberate device for creating suspense. (See examples under Rule 22.)

The relative pronoun should come, in most instances, immediately after its antecedent.

There was a stir in the audience that suggested disapproval.

He wrote three articles about his adventures in Spain, which were published in Harper's Magazine.

This is a portrait of Benjamin Harrison, grandson of William Henry Harrison, who became President in 1880

A stir that suggested disapproval swept the audience.

He published three articles in Harper's Magazine about his adventures in Spain.

This is a portrait of Benjamin Harrison, who became President in 1889. He was the grandson of

If the antecedent consists of a group of words, the rela tive comes at the end of the group, unless this would caus ambiguity.

The Superintendent of the Chicago Division, who

No ambiguity results from the above. But

The mark I. Crant

A proposal to amend the Sherman Act, which has been variously judged

leaves the reader wondering whether it is the proposal of the Act that has been variously judged. The relative clause been variously judged, to amend the Sherman Act. . . Similarly

Henry Harrison, who	William Henry Harri- son's grandson, Benjamin
	Harrison who

A noun in apposition may come between antecedent and relative, because in such a combination no real ambiguity can arise.

The Duke of York, his brother, who was regarded with hostility by the Whigs

Modifiers should come, if possible, next to the words they modify. If several expressions modify the same word, they should be arranged so that no wrong relation is suggested.

All the members were not present.	Not all the members were present.
She only found two mistakes.	She found only two mistakes.
The director said he hoped all members would	At a meeting of the

give generously to the Fund at a meeting of the committee yesterday.

imittee yesterday, the director said he hoped all members would give generously to the Fund.

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Major R. E. Joyce will give a lecture on Tuesday evening in Bailey Hall, to which the public is invited on "My Experiences in Mesopotamia" at 8:00 P.M.

On Tuesday evening at eight, Major R. E. Joyce will give a lecture in Bailey Hall on "My Experiences in Mesopotamia." The public is invited.

Note, in the last lefthand example, how swiftly meaning departs when words are wrongly juxtaposed.

21. In summaries, keep to one tense.

In summarizing the action of a drama, use the present must be moved forward, to read, "A proposal, which has tense. In summarizing a poem, story, or novel, also use the present, though you may use the past if it seems more natural to do so. If the summary is in the present tense, antecedent action should be expressed by the perfect; if in the past, by the past perfect.

> Chance prevents Friar John from delivering Friar Lawrence's letter to Romeo. Meanwhile, owing to her father's arbitrary change of the day set for her wedding, Juliet has been compelled to drink the potion on Tuesday night, with the result that Balthasar informs Romeo of her supposed death before Friar Lawrence learns of the nondelivery of the letter.

But whichever tense is used in the summary, a past tense in indirect discourse or in indirect question remains unchanged.

The Friar confesses that it was he who married them.

Apart from the exceptions noted, the writer should use the same tense throughout. Shifting from one tense to another gives the appearance of uncertainty and irresolution.

In presenting the statements or the thought of someone else, as in summarizing an essay or reporting a speech, do not overwork such expressions as "he said," "she stated," "the speaker added," "the speaker then went on to say," "the author also thinks." Indicate clearly at the outset, once for

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, that what follows is summary, and then waste no words repeating the notification.

In notebooks, in newspapers, in handbooks of literature, mmaries of one kind or another may be indispensable, d for children in primary schools retelling a story in their vn words is a useful exercise. But in the criticism or interetation of literature, be careful to avoid dropping into mmary. It may be necessary to devote one or two sennces to indicating the subject, or the opening situation, of e work being discussed, or to cite numerous details to ustrate its qualities. But you should aim at writing an derly discussion supported by evidence, not a summary th occasional comment. Similarly, if the scope of the disssion includes a number of works, as a rule it is better not take them up singly in chronological order but to aim om the beginning at establishing general conclusions.

22. Place the emphatic words of a sentence at the d.

The proper place in the sentence for the word or group words that the writer desires to make most prominent is ually the end.

Humanity has hardly advanced in fortitude since that time, though it has advanced in many other ways. Since that time, humanity has advanced in many ways, but it has hardly advanced in fortitude.

This steel is principally used for making razors, because of its hardness. Because of its hardness, this steel is used principally for making razors.

ie word or group of words entitled to this position of ominence is usually the logical predicate—that is, the *w* element in the sentence, as it is in the second example. The effectiveness of the periodic sentence arises from e prominence it gives to the main statement.

Four centuries ago, Christopher Columbus, one of the Italian mariners whom the decline of their own republics

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had put at the service of the world and of adventure, seeking for Spain a westward passage to the Indies to offset the achievement of Portuguese discoverers, lighted on America.

With these hopes and in this belief I would urge you, laying aside all hindrance, thrusting away all private aims, to devote yourself unswervingly and unflinchingly to the vigorous and successful prosecution of this war.

The other prominent position in the sentence is the beginning. Any element in the sentence other than the subject becomes emphatic when placed first.

Deceit or treachery she could never forgive.

Vast and rude, fretted by the action of nearly three thousand years, the fragments of this architecture may often seem, at first sight, like works of nature.

Home is the sailor.

A subject coming first in its sentence may be emphatic, but hardly by its position alone. In the sentence

Great kings worshiped at his shrine

the emphasis upon kings arises largely from its meaning and from the context. To receive special emphasis, the subject of a sentence must take the position of the predicate.

Through the middle of the valley flowed a winding stream.

The principle that the proper place for what is to be made most prominent is the end applies equally to the words of a sentence, to the sentences of a paragraph, and to the paragraphs of a composition.

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III

A Few Matters of Form

Colloquialisms. If you use a colloquialism or a slang vord or phrase, simply use it; do not draw attention to it by inclosing it in quotation marks. To do so is to put on airs, as hough you were inviting the reader to join you in a select society of those who know better.

Exclamations. Do not attempt to emphasize simple tatements by using a mark of exclamation.

It was a wonderful show! It was a wonderful show.

The exclamation mark is to be reserved for use after true ixelamations or commands.

What a wonderful show! Halt!

Headings. If a manuscript is to be submitted for publication, leave plenty of space at the top of page 1. The edior will need this space to write directions to the compositor. Place the heading, or title, at least a fourth of the way down he page. Leave a blank line, or its equivalent in space, after he heading. On succeeding pages, begin near the top, but not so near as to give a crowded appearance. Omit the period after a title or heading. A question mark or an exclamation point may be used if the heading calls for it.

Hyphen. When two or more words are combined to

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"He belonged to the leisure class and enjoyed leisure-class pursuits." "She entered her boat in the round-the-island race."

Do not use a hyphen between words that can better be written as one word: *water-fowl*, *waterfowl*. Common sense will aid you in the decision, but a dictionary is more reliable. The steady evolution of the language seems to favor union: two words eventually become one, usually after a period of hyphenation.

bed chamber	bed-chamber	bedchamber
wild life	wild-life	wildlife
bell boy	bell-boy	bellboy

The hyphen can play tricks on the unwary, as it did in Chattanooga when two newspapers merged—the News and the Free Press. Someone introduced a hyphen into the merger, and the paper became The Chattanooga News-Free Press, which sounds as though the paper were newsfree, or devoid of news. Obviously, we ask too much of a hyphen when we ask it to cast its spell over words it does not adjoin.

Margins. Keep righthand and lefthand margins roughly the same width. Exception: If a great deal of annotating or editing is anticipated, the lefthand margin should be roomy enough to accommodate this work.

Numerals. Do not spell out dates or other serial numbers. Write them in figures or in Roman notation, as appropriate.

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Exception: When they occur in dialogue, most dates and numbers are best spelled out.

"I arrived home on August ninth,"

1.01

"In the year 1990, I turned twenty-one."

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Parentheses. A sentence containing an expression in parentheses is punctuated outside the last mark of parenthesis exactly as if the parenthetical expression were absent. The expression within the marks is punctuated as if it stood by itself, except that the final stop is omitted unless it is a question mark or an exclamation point.

I went to her house yesterday (my third attempt to see her), but she had left town.

He declares (and why should we doubt his good faith?) that he is now certain of success.

(When a wholly detached expression or sentence is parenthesized, the final stop comes before the last mark of parenthesis.)

Quotations. Formal quotations cited as documentary evidence are introduced by a colon and enclosed in quotation marks.

The United States Coast Pilot has this to say of the place: "Bracy Cove, 0.5 mile eastward of Bear Island, is exposed to southeast winds, has a rocky and uneven bottom, and is unfit for anchorage."

A quotation grammatically in apposition or the direct object of a verb is preceded by a comma and enclosed in quotation marks.

I am reminded of the advice of my neighbor, "Never worry about your heart till it stops beating."

Mark Twain says, "A classic is something that everybody wants to have read and nobody wants to read."

When a quotation is followed by an attributive phrase, he comma is enclosed within the quotation marks.

"I can't attend," she said.

Typographical usage dictates that the comma be inside the narks, though logically it often seems not to belong there.

"The Fish," "Poetry," and "The Monkeys" are in Marianne Moore's Selected Poems A FEW MATTERS OF FORM [37

When quotations of an entire line, or more, of either verse or prose are to be distinguished typographically from text matter, as are the quotations in this book, begin on a fresh line and indent. Quotation marks should not be used unless they appear in the original, as in dialogue.

Wordsworth's enthusiasm for the French Revolution was at first unbounded:

> Bliss was it in that dawn to be alive, But to be young was very heaven!

Quotations introduced by *that* are indirect discourse and not enclosed in quotation marks.

Keats declares that beauty is truth, truth beauty. Dickinson states that a coffin is a small domain.

Proverbial expressions and familiar phrases of literary origin require no quotation marks.

These are the times that try men's souls. He lives far from the madding crowd.

References. In scholarly work requiring exact references, abbreviate titles that occur frequently, giving the full forms in an alphabetical list at the end. As a general practice, give the references in parentheses or in footnotes, not in the body of the sentence. Omit the words *act*, *scene*, *line*, *book*, *volume*, *page*, except when referring to only one of them. Punctuate as indicated below.

in the second scene of the third act

in III.ii (Better still, simply insert III.ii in parentheses at the proper place in the sentence.)

After the killing of Polonius, Hamlet is placed under guard (rv.ii.14).

2 Samuel i:17-27

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Syllabication. When a word must be divided at the end of a line, consult a dictionary to learn the syllables between which division should be made. The student will do well to examine the syllable division in a number of pages of any carefully printed book.

Titles. For the titles of literary works, scholarly usage prefers italics with capitalized initials. The usage of editors and publishers varies, some using italics with capitalized initials, others using Roman with capitalized initials and with or without quotation marks. Use italics (indicated in manuscript by underscoring) except in writing for a periodical that follows a different practice. Omit initial A or *The* from titles when you place the possessive before them.

A Tale of Two Cities; Dickens's Tale of Two Cities. The Age of Innocence; Wharton's Age of Innocence.

IV

Words and Expressions Commonly Misused

MANY of the words and expressions listed here are not so much bad English as bad style, the commonplaces of careless writing. As illustrated under *Feature*, the proper correction is likely to be not the replacement of one word or set of words by another but the replacement of vague generality by definite statement.

The shape of our language is not rigid; in questions of usage we have no lawgiver whose word is final. Students whose curiosity is aroused by the interpretations that follow, or whose doubts are raised, will wish to pursue their investigations further. Books useful in such pursuits are Merriam Webster's Collegiate Dictionary, Tenth Edition; The American Heritage Dictionary of the English Language, Third Edition; Webster's Third New International Dictionary; The New Fowler's Modern English Usage, Third Edition, edited by R. W. Burchfield; Modern American Usage: A Guide by Wilson Follett and Erik Wensberg; and The Careful Writer by Theodore M. Bernstein.

Aggravate. Irritate. The first means "to add to" an already troublesome or vexing matter or condition. The second means "to vex" or "to annoy" or "to chafe."

All right. Idiomatic in familiar speech as a detached phrase in the sense "Agreed," or "Go ahead," or "O.K." Properly written as two words—all right.

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Allude. Do not confuse with elude. You allude to a book; you elude a pursuer. Note, too, that allude is not synonymous with refer. An allusion is an indirect mention, a reference is a specific one.

Allusion. Easily confused with illusion. The first means "an indirect reference"; the second means "an unreal image" or "a false impression."

Alternate. Alternative. The words are not always interchangeable as nouns or adjectives. The first means every other one in a series; the second, one of two possibilities. As the other one of a series of two, an *alternate* may stand for "a substitute," but an *alternative*, although used in a similar sense, connotes a matter of choice that is never present with *alternate*.

As the flooded road left them no alternative, they took the alternate route.

Among. Between. When more than two things or persons are involved, among is usually called for: "The money was divided among the four players." When, however, more than two are involved but each is considered individually, between is preferred: "an agreement between the six heirs."

And/or. A device, or shortcut, that damages a sentence and often leads to confusion or ambiguity.

First of all, would an honor system successfully cut down on the amount of stealing and/or cheating?

First of all, would an honor system reduce the incidence of stealing or cheating or both?

Anticipate. Use expect in the sense of simple expectation.

I anticipated that he would look older.

I expected that he would look older.

My brother anticipated the upturn in the market.

My brother expected the upturn in the market.

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In the second example, the word *anticipated* is ambiguous. It could mean simply that the brother believed the upturn would occur, or it could mean that he acted in advance of the expected upturn—by buying stock, perhaps.

Anybody. In the sense of "any person," not to be written as two words. Any body means "any corpse," or "any human form," or "any group." The rule holds equally for everybody, nobody, and somebody.

Anyone. In the sense of "anybody," written as one word. Any one means "any single person" or "any single thing,"

As good or better than. Expressions of this type should be corrected by rearranging the sentences.

My opinion is as good or better than his.	My opinion is as good as his, or better (if not better).
	DOUGT).

As to whether. Whether is sufficient.

As yet. Yet nearly always is as good, if not better.

No agreement has been	No agreement has yet
reached as yet.	been reached.

The chief exception is at the beginning of a sentence, where yet means something different.

Yet (or despite everything) he has not succeeded. As yet (or so far) he has not succeeded.

Being. Not appropriate after regard . . . as.

He is regarded as being	He is regarded as the
the best dancer in the club.	best dancer in the club.

But. Unnecessary after doubt and help.

I have no doubt but that	I have no doubt that
He could not help but see that	He could not help see-

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The too-frequent use of but as a conjunction leads to the fault discussed under Rule 18. A loose sentence formed with but can usually be converted into a periodic sentence formed with although.

Particularly awkward is one but closely following another, thus making a contrast to a contrast, or a reservation to a reservation. This is easily corrected by rearrangement.

Our country had vast	
resources but seemed al-	a
most wholly unprepared	f
for war. But within a year	s
it had created an army of	ł
four million.	6

Our country seemed lmost wholly unprepared or war, but it had vast reources. Within a year it ad created an army of four million.

Can. Means "am (is, are) able." Not to be used as a substitute for may.

Care less. The dismissive "I couldn't care less" is often used with the shortened "not" mistakenly (and mysteriously) omitted: "I could care less." The error destroys the meaning of the sentence and is careless indeed.

Case. Often unnecessary.

In many cases, the rooms lacked air conditioning.	Many of the rooms lacked air conditioning.
It has rarely been the case that any mistake has	Few mistakes have been made.

been made

Certainly. Used indiscriminately by some speakers, much as others use very, in an attempt to intensify any and every statement. A mannerism of this kind, bad in speech, is even worse in writing.

Character. Often simply redundant, used from a mere habit of wordiness.

acts of a hostile character hostile acts

Claim (verb). With object-noun, means "lay claim to." May be used with a dependent clause if this sense is clear-

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ly intended: "She claimed that she was the sole heir." (But even here claimed to be would be better.) Not to be used as a substitute for declare, maintain, or charge.

He claimed he knew	He declared he knew
how.	how.

Clever. Note that the word means one thing when applied to people, another when applied to horses. A clever horse is a good-natured one, not an ingenious one.

Compare. To compare to is to point out or imply resemblances between objects regarded as essentially of a different order; to compare with is mainly to point out differences between objects regarded as essentially of the same order. Thus, life has been compared to a pilgrimage, to a drama, to a battle; Congress may be compared with the British Parliament. Paris has been compared to ancient Athens; it may be compared with modern London.

Comprise. Literally, "embrace": A zoo comprises mammals, reptiles, and birds (because it "embraces," or "includes," them). But animals do not comprise ("embrace") a zoo-they constitute a zoo.

Consider. Not followed by as when it means "believe to be."

I consider him as	1 consider him
competent.	competent.

When considered means "examined" or "discussed," it is followed by as:

The lecturer considered Eisenhower first as soldier and second as administrator.

Contact. As a transitive verb, the word is vague and self-important. Do not contact people; get in touch with them, look them up, phone them, find them, or meet them.

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Cope. An intransitive verb used with with. In formal writing, one doesn't "cope," one "copes with" something or somebody.

I knew they'd cope.	I knew they would cope
(jocular)	with the situation.

Currently. In the sense of now with a verb in the present tense, currently is usually redundant; emphasis is better achieved through a more precise reference to time.

We are currently reviewing your application. We are at this moment reviewing your application.

Data. Like strata, phenomena, and media, data is a plural and is best used with a plural verb. The word, however, is slowly gaining acceptance as a singular.

The data is misleading. These data are misleading.

Different than. Here logic supports established usage: one thing differs from another, hence, different from. Or, other than, unlike.

Disinterested. Means "impartial." Do not confuse it with uninterested, which means "not interested in."

Let a disinterested person judge our dispute. (an impartial person)

This man is obviously uninterested in our dispute, (couldn't care less)

Divided into. Not to be misused for composed of. The line is sometimes difficult to draw; doubtless plays are divided into acts, but poems are composed of stanzas. An apple, halved, is divided into sections, but an apple is composed of seeds, flesh, and skin,

Due to. Loosely used for through, because of, or owing o, in adverbial phrases.

He lost the first game due to carelessness.

He lost the first game because of carelessness MISUSED WORDS AND EXPRESSIONS 45

In correct use, synonymous with attributable to: "The accident was due to bad weather"; "losses due to preventable fires."

Each and every one. Pitchman's jargon. Avoid, except in dialogue.

It should be a lesson to	It should be a lesson to
each and every one of us.	every one of us (to us all).

Effect. As a noun, means "result", as a verb, means "to bring about," "to accomplish" (not to be confused with affect, which means "to influence").

As a noun, often loosely used in perfunctory writing about fashions, music, painting, and other arts: "a Southwestern effect"; "effects in pale green"; "very delicate effects"; "subtle effects"; "a charming effect was produced." The writer who has a definite meaning to express will not take refuge in such vagueness.

Enormity. Use only in the sense of "monstrous wickedness." Misleading, if not wrong, when used to express bigness.

Enthuse. An annoying verb growing out of the noun enthusiasm. Not recommended.

She was enthused about her new car.	She was enthusiastic about her new car.
She enthused about her	She talked enthusiasti-
new car.	cally (expressed enthusi-
	asm) about her new car.

Etc. Literally, "and other things"; sometimes loosely used to mean "and other persons." The phrase is equivalent to and the rest, and so forth, and hence is not to be used if one of these would be insufficient—that is, if the reader would be left in doubt as to any important particulars. Least open to objection when it represents the last terms of a list already given almost in full, or immaterial words at the end of a quotation.

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At the end of a list introduced by such as, for example, or any similar expression, etc. is incorrect. In formal writing, etc. is a misfit. An item important enough to call for etc. is probably important enough to be named.

Fact. Use this word only of matters capable of direct verification, not of matters of judgment. That a particular event happened on a given date and that lead melts at a certain temperature are facts. But such conclusions as that Napoleon was the greatest of modern generals or that the climate of California is delightful, however defensible they may be, are not properly called facts.

Facility. Why must jails, hospitals, and schools suddenly become "facilities"?

Parents complained bitterly about the fire hazard in the wooden facility.

Parents complained bitterly about the fire hazard in the wooden schoolhouse.

He has been appointed warden of the new facility. He has been appointed warden of the new prison.

Factor. A hackneyed word; the expressions of which it s a part can usually be replaced by something more direct ind idiomatic.

Her superior training was the great factor in her winning the match.

She won the match by being better trained.

Air power is becoming an increasingly important factor in deciding battles.

Air power is playing a larger and larger part in deciding battles.

Farther. Further. The two words are commonly interianged, but there is a distinction worth observing: farther rves best as a distance word, further as a time or quantity ord. You chase a ball farther than the other fellow; you ursue a subject further.

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Feature. Another hackneyed word; like factor, it usually adds nothing to the sentence in which it occurs.

A feature of the entertainment especially worthy of mention was the singing of Allison Jones.

(Better use the same number of words to tell what Allison Jones sang and how she sang it.)

As a verb, in the sense of "offer as a special attraction," it is to be avoided.

Finalize. A pompous, ambiguous verb. (See Chapter V. Reminder 21.)

Fix. Colloquial in America for arrange, prepare, mend. The usage is well established. But bear in mind that this verb is from figere: "to make firm," "to place definitely." These are the preferred meanings of the word.

Flammable. An oddity, chiefly useful in saving lives. The common word meaning "combustible" is *inflammable*. But some people are thrown off by the *in*- and think *inflammable* means "not combustible." For this reason, trucks carrying gasoline or explosives are now marked FLAMMABLE. Unless you are operating such a truck and hence are concerned with the safety of children and illiterates, use *inflammable*.

Folk. A collective noun, equivalent to people. Use the singular form only. Folks, in the sense of "parents," "family," "those present," is colloquial and too folksy for formal writing.

Her folks arrived by the	Her father and mother
afternoon train.	arrived by the afternoon
	train

Fortuitous. Limited to what happens by chance. Not to be used for fortunate or lucky.

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He has not got any

Get. The colloquial have got for have should not be used in writing. The preferable form of the participle is got, not gotten.

sense.	rie nas no sense.
They returned without having gotten any.	They returned with

hout having got any.

Gratuitous. Means "unearned," or "unwarranted."

The insult seemed gratuitous. (undeserved)

He is a man who. A common type of redundant expression; see Rule 17.

He is a man who is very He is very ambitious. ambitious. Vermont is a state that Vermont attracts visitors

attracts visitors because of because of its winter sports. its winter sports.

Hopefully. This once-useful adverb meaning "with hope" has been distorted and is now widely used to mean 'I hope" or "it is to be hoped." Such use is not merely wrong, it is silly. To say, "Hopefully I'll leave on the noon plane" is to talk nonsense. Do you mean you'll leave on the noon plane in a hopeful frame of mind? Or do you nean you hope you'll leave on the noon plane? Whichever you mean, you haven't said it clearly. Although the vord in its new, free-floating capacity may be pleasurable nd even useful to many, it offends the ear of many othrs, who do not like to see words dulled or eroded, parcularly when the erosion leads to ambiguity, softness, or

However. Avoid starting a sentence with however hen the meaning is "nevertheless." The word usually rves better when not in first position.

MISUSED WORDS AND EXPRESSIONS (40

The roads were almost impassable. However, we at last succeeded in reaching camp.

The roads were almost impassable. At last, however, we succeeded in reaching camp.

When however comes first, it means "in whatever way" or "to whatever extent."

However you advise him, he will probably do as he thinks best.

However discouraging the prospect, they never lost heart.

Illusion. See allusion.

Imply. Infer. Not interchangeable. Something implied is something suggested or indicated, though not expressed. Something inferred is something deduced from evidence at hand.

Farming implies early rising.

Since she was a farmer, we inferred that she got up early

Importantly. Avoid by rephrasing.

More importantly, he paid for the damages.

What's more, he paid for the damages.

With the breeze freshening, he altered course to pass inside the island. More importantly, as things turned out, he tucked in a reef.

With the breeze freshening, he altered course to pass inside the island. More important, as things turned out, he tucked in a reef.

In regard to. Often wrongly written in regards to. But as regards is correct, and means the same thing,

In the last analysis. A bankrupt expression.

Inside of. Inside. The of following inside is correct in the adverbial meaning "in less than." In other meanings, of is unnecessary.

Inside of five minutes I'll be inside the bank.

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Insightful. The word is a suspicious overstatement for "perceptive." If it is to be used at all, it should be used for instances of remarkably penetrating vision. Usually, it crops up merely to inflate the commonplace.

That was an insightful	That was a perceptive
remark you made.	remark you made.

In terms of. A piece of padding usually best omitted.

The job was unattractive	The salary made the job
in terms of salary.	unattractive.

Interesting. An unconvincing word; avoid it as a means of introduction. Instead of announcing that what you are about to tell is interesting, make it so.

An interesting story is told of	(Tell the story without preamble.)	
In connection with the forthcoming visit of Mr. B. to America, it is interesting to recall that he	Mr. B., who will soon visit America	

Also to be avoided in introduction is the word funny. Nothing becomes funny by being labeled so.

Irregardless. Should be regardless. The error results from failure to see the negative in *-less* and from a desire to get it in as a prefix, suggested by such words as *irregular*. *irresponsible*, and, perhaps especially, *irrespective*.

-ize. Do not coin verbs by adding this tempting suffix. Many good and useful verbs do end in -ize: summarize, fraternize, harmonize, fertilize. But there is a growing list of abominations: containerize, prioritize, finalize, to name three. Be suspicious of -ize; let your ear and your eye guide you. Never tack -ize onto a noun to create a verb. Usually you will discover that a useful verb already exists. Why say "utilize" when there is the simple, unpretentious word use?

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Kind of. Except in familiar style, not to be used as a substitute for rather or something like. Restrict it to its literal sense: "Amber is a kind of fossil resin"; "I dislike that kind of publicity." The same holds true for sort of.

Lay. A transitive verb. Except in slang ("Let it lay"), do not misuse it for the intransitive verb *lie*. The hen, or the play, *lays* an egg; the llama *lies* down. The playwright went home and *lay* down.

lie, lay, lain, lying lay, laid, laid, laying

Leave. Not to be misused for let.

Leave it stand the wa	y it Let it stand the way it is.
Leave go of that rope	Let go of that rope!

Less. Should not be misused for fewer.

They had less workers	They had fewer workers
than in the previous cam-	than in the previous cam-
paign.	paign.

Less refers to quantity, fewer to number. "His troubles are less than mine" means "His troubles are not so great as mine." "His troubles are fewer than mine" means "His troubles are not so numerous as mine."

Like. Not to be used for the conjunction as. Like governs nouns and pronouns; before phrases and clauses the equivalent word is as.

We spent the evening like in the old days.

We spent the evening as in the old days.

Chloë smells good, like a baby should. Chloë smells good, as a baby should.

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The use of *like* for *as* has its defenders; they argue that any usage that achieves currency becomes valid automatically. This, they say, is the way the language is formed. It is and it isn't. An expression sometimes merely enjoys a vogue, much as an article of apparel does. *Like* has long been widely misused by the illiterate; lately it has been taken up by the knowing and the well-informed, who find it catchy, or liberating, and who use it as though they were slumming. If every word or device that achieved currency were immediately authenticated, simply on the ground of popularity, the language would be as chaotic as a ball game with no foul lines. For the student, perhaps the most useful thing to know about *like* is that most carefully edited publications regard its use before phrases and clauses as simple error.

Line. Along these lines. Line in the sense of "course of procedure, conduct, thought" is allowable but has been so overworked, particularly in the phrase along these lines, that a writer who aims at freshness or originality had better discard it entirely.

Mr. B. also spoke along the same lines. She is studying along the line of French literature.	Mr. B. also spoke to the same effect.
	She is studying French literature.

Literal. Literally. Often incorrectly used in support of exaggeration or violent metaphor.

a literal flood of abuse	a flood of abuse
literally dead with	almost dead with fatimic
fatigue	almost dead with fatigue

Loan. A noun. As a verb. prefer lend.

Lend me your ears. the loan of your ears

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Meaningful. A bankrupt adjective. Choose another, or rephrase.

His was a meaningful	His contribution counted
contribution.	heavily.
We are instituting many meaningful changes in the curriculum.	We are improving the curriculum in many ways.

Memento. Often incorrectly written momento.

Most. Not to be used for almost in formal composition.

most everybody	almost everybody
most all the time	almost all the time

Nature. Often simply redundant, used like character.

acts of a hostile nature hostile acts

Nature should be avoided in such vague expressions as "a lover of nature," "poems about nature." Unless more specific statements follow, the reader cannot tell whether the poems have to do with natural scenery, rural life, the sunset, the untracked wilderness, or the habits of squirrels.

Nauseous. Nauseated. The first means "sickening to contemplate", the second means "sick at the stomach." Do not, therefore, say, "I feel nauseous," unless you are sure you have that effect on others.

Nice. A shaggy, all-purpose word, to be used sparingly in formal composition. "I had a nice time." "It was nice weather." "She was so nice to her mother." The meanings are indistinct. Nice is most useful in the sense of "precise" or "delicate": "a nice distinction."

Nor. Often used wrongly for or after negative expressions.

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He cannot eat nor sleep.

He cannot eat or sleep. He can neither eat nor sleep. He cannot eat nor can

he sleep.

Noun used as verb. Many nouns have lately been pressed into service as verbs. Not all are bad, but all are suspect.

Be prepared for kisses when you gift your girlfriend with this merry scent.

The candidate hosted a dinner for fifty of her workers.

The meeting was chaired by Mr. Oglethorp.

She headquarters in Newark.

The theater troupe debuted last fall. Be prepared for kisses when you give your girlfriend this merry scent.

The candidate gave a dinner for fifty of her workers.

Mr. Oglethorp was chair of the meeting.

She has headquarters in Newark.

The theatre troupe made its debut last fall.

Offputting. Ongoing. Newfound adjectives, to be avoided because they are inexact and clumsy. Ongoing is a mix of "continuing" and "active" and is usually superfluous.

He devoted all his spare time to the ongoing program for aid to the elderly.

He devoted all his spare time to the program for aid to the elderly.

Offputting might mean "objectionable," "disconcerting," "distasteful." Select instead a word whose meaning is clear. As a simple test, transform the participles to verbs. It is possible to upset something. But to offput? To ongo?

One. In the sense of "a person," not to be followed by his or her.

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One must watch his step. (You must watch one's step.)

One of the most. Avoid this feeble formula. "One of the most exciting developments of modern science is ...,", "Switzerland is one of the most beautiful countries of Europe." There is nothing wrong with the grammar; the formula is simply threadbare.

-oriented. A clumsy, pretentious device, much in vogue.
 Find a better way of indicating orientation or alignment or direction.

It was a manufacturing- oriented company.	It was a company chiefly concerned with manufac- turing.
Many of the skits are situation-oriented.	Many of the skits rely on situation.

Partially. Not always interchangeable with *partly*. Best used in the sense of "to a certain degree," when speaking of a condition or state: "I'm partially resigned to it." *Partly* carries the idea of a part as distinct from the whole—usually a physical object.

The log was partially submerged. The log was partly submerged. She was partially in and partially out. She was part in, part out.

Participle for verbal noun.

There was little prospect of the Senate accepting even this compromise. There was little prospect of the Senate's accepting even this compromise.

In the lefthand column, accepting is a present participle; in the righthand column, it is a verbal noun (gerund). The

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construction shown in the lefthand column is occasionally found, and has its defenders. Yet it is easy to see that the second sentence has to do not with a prospect of the Senate but with a prospect of accepting.

Any sentence in which the use of the possessive is awkward or impossible should of course be recast.

In the event of a recon-	
sideration of the whole mat-	
ter's becoming necessary	

If it should become necessary to reconsider the whole matter

There was great dissatisfaction with the decision of the arbitrators being favorable to the company.

There was great dissatisfaction with the arbitrators' decision in favor of the company.

People. A word with many meanings. (The American Heritage Dictionary, Third Edition, gives nine.) The people is a political term, not to be confused with the public. From the people comes political support or opposition; from the public comes artistic appreciation or commercial patronage.

The word people is best not used with words of number, in place of persons. If of "six people" five went away, how many people would be left? Answer: one people.

Personalize. A pretentious word, often carrying bad advice. Do not personalize your prose; simply make it good and keep it clean. See Chapter V, Reminder 1.

a highly personalized	a highly personal affair
Personalize your stationery.	Design a letterhead.

Personally. Often unnecessary,

Personally, I thought it I thought it a good book. was a good book.

Possess. Often used because to the writer it sounds more impressive than have or own. Such usage is not incorrect but is to be guarded against.

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She possessed great courage.

She had great courage (was very brave).

He was the fortunate possessor of

He was lucky enough to OWT

Presently. Has two meanings: "in a short while" and "currently." Because of this ambiguity it is best restricted to the first meaning: "She'll be here presently" ("soon," or "in a short time").

Prestigious. Often an adjective of last resort. It's in the dictionary, but that doesn't mean you have to use it.

Refer. See allude.

Regretful. Sometimes carelessly used for regrettable: "The mixup was due to a regretful breakdown in communications."

Relate. Not to be used intransitively to suggest rapport.

I relate well to lanet.

Respective. Respectively.

Janet and I see things the same way. Janet and I have a lot in common.

These words may usually

Works of fiction are

listed under the names of

The mile run was won

by Jones, the two-mile run

their authors.

by Cummings.

be omitted with advantage. Works of fiction are

listed under the names of their respective authors.

The mile run and the two-mile run were won by Jones and Cummings respectively.

Secondly, thirdly, etc. Unless you are prepared to begin with firstly and defend it (which will be difficult), do not prettify numbers with -ly. Modern usage prefers second, third, and so on.

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Shall. Will. In formal writing, the future tense requires shall for the first person, will for the second and third. The formula to express the speaker's belief regarding a future action or state is I shall; I will expresses determination or consent. A swimmer in distress cries, "I shall drown; no one will save me!" A suicide puts it the other way: "I will drown; no one shall save me!" In relaxed speech, however, the words shall and will are seldom used precisely; our ear guides us or fails to guide us, as the case may be, and we are quite likely to drown when we want to survive and survive when we want to drown.

So. Avoid, in writing, the use of so as an intensifier: "so good"; "so warm"; "so delightful."

Sort of. See kind of.

Split infinitive. There is precedent from the fourteenth century down for interposing an adverb between to and the infinitive it governs, but the construction should be avoided unless the writer wishes to place unusual stress on the adverb.

to diligently inquire to inquire diligently

For another side to the split infinitive, see Chapter V, Reminder 14.

State. Not to be used as a mere substitute for say, remark. Restrict it to the sense of "express fully or clearly": "He refused to state his objections."

Student body. Nine times out of ten a needless and awkward expression, meaning no more than the simple word students.

a member of the student body

popular with the student body

liked by the students

a student

MISUSED WORDS AND EXPRESSIONS 59

Than. Any sentence with than (to express comparison) should be examined to make sure no essential words are missing.

I'm probably closer to my mother than my father. (Ambiguous.) I'm probably closer to my mother than to my father.

I'm probably closer to my mother than my father is.

It looked more like a cormorant than a heron. It looked more like a cormorant than like a heron.

Thanking you in advance. This sounds as if the writer meant, "It will not be worth my while to write to you again." In making your request, write "Will you please," or "I shall be obliged." Then, later, if you feel moved to do so, or if the circumstances call for it, write a letter of acknowledgment.

That. Which. That is the defining, or restrictive, pronoun, which the nondefining, or nonrestrictive. (See Rule 3.)

The lawn mower that is broken is in the garage. (Tells which one.)

The lawn mower, which is broken, is in the garage. (Adds a fact about the only mower in question.)

The use of which for that is common in written and spoken language ("Let us now go even unto Bethlehem, and see this thing which is come to pass."). Occasionally which seems preferable to that, as in the sentence from the Bible. But it would be a convenience to all if these two pronouns were used with precision. Careful writers, watchful for small conveniences, go which-hunting, remove the defining whiches, and by so doing improve their work.

The foreseeable future. A cliché, and a fuzzy one. How much of the future is foreseeable? Ten minutes? Ten years? Any of it? By whom is it foreseeable? Seers? Experts? Everybody?

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The truth is. . . . The fact is. . . . A bad beginning for a sentence. If you feel you are possessed of the truth, or of the fact, simply state if. Do not give it advance billing.

They. He or She. Do not use they when the antecedent is a distributive expression such as each, each one, everybody, every one, many a man. Use the singular pronoun.

they are fallible.	Every one of us knows he is fallible.
Everyone in the com-	Everyone in the com-
munity, whether they are a	munity, whether he is a
member of the Association	member of the Association

Association or not, is invited to attend.

or not, is invited to attend. A similar fault is the use of the plural pronoun with the antecedent anybody, somebody, someone, the intention be-

ing either to avoid the awkward he or she or to avoid committing oneself to one or the other. Some bashful speakers even say, "A friend of mine told me that they. ...,

The use of he as a pronoun for nouns embracing both genders is a simple, practical convention rooted in the beginnings of the English language. Currently, however, many writers find the use of the generic he or his to rename indefinite antecedents limiting or offensive. Substituting he or she in its place is the logical thing to do if it works. But it often doesn't work, if only because repetition makes it sound boring or silly.

Consider these strategies to avoid an awkward overuse of he or she or an unintentional emphasis on the masculine;

Use the plural rather than the singular.

The writer must address	Writers must address
his readers' concerns.	their readers' concerns.

Eliminate the pronoun altogether.

The writer must address his readers' concerns.

The writer must address readers' concerns.

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Substitute the second person for the third person.

	The	writ	er	must	address
his	rea	ders	co	oncer	05.

As a writer, you must address your readers' concerns.

No one need fear to use he if common sense supports it. If you think she is a handy substitute for he, try it and see what happens. Alternatively, put all controversial nouns in the plural and avoid the choice of sex altogether, although you may find your prose sounding general and diffuse as a result.

This. The pronoun this, referring to the complete sense of a preceding sentence or clause, can't always carry the load and so may produce an imprecise statement.

Visiting dignitaries watched yesterday as ground was broken for the new high-energy physics laboratory with a blowout safety wall. This is the first visible evidence of the university's plans for modernization and expansion.

Visiting dignitaries watched yesterday as ground was broken for the new high-energy physics laboratory with a blowout safety wall. The ceremony afforded the first visible evidence of the university's plans for modernization and expansion.

In the lefthand example above, this does not immediately make clear what the first visible evidence is.

Thrust. This showy noun, suggestive of power, hinting of sex, is the darling of executives, politicos, and speechwriters. Use it sparingly. Save it for specific application.

Our reorganization plan has a tremendous thrust.

The thrust of his letter was that he was working more hours than he'd bargained for.

The piston has a fiveinch thrust.

The point he made in his letter was that he was working more hours than he d bargained for.

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Tortuous. Torturous. A winding road is tortuous, a painful ordeal is torturous. Both words carry the idea of "twist," the twist having been a form of torture.

Transpire. Not to be used in the sense of "happen." "come to pass." Many writers so use it (usually when groping toward imagined elegance), but their usage finds little support in the Latin "breathe across or through." It is correct, however, in the sense of "become known." "Eventually, the grim account of his villainy transpired" (literally. "leaked through or out").

Try. Takes the infinitive: "try to mend it," not "try and mend it." Students of the language will argue that *try and* has won through and become idiom. Indeed it has, and it is relaxed and acceptable. But *try to* is precise, and when you are writing formal prose, try and write *try to*.

Type. Not a synonym for kind of. The examples below are common vulgarisms.

that type employee	that kind of employee	
I dislike that type publicity.	I dislike that kind of publicity.	
small, home-type hotels a new type plane	small, homelike hotels a plane of a new design (new kind)	

Unique. Means "without like or equal." Hence, there can be no degrees of uniqueness.

It v	vas the most unique
coffee	maker on the
marke	
-	1.2.

The balancing act was very unique.

Of all the spiders, the one that lives in a bubble under water is the most unique. maker

It was a unique coffee

The balancing act was unique.

Among spiders, the one that lives in a bubble under water is unique.

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Utilize. Prefer use.

I utilized the facilities. He utilized the dishwasher.

I used the toilet. He used the dishwasher.

Verbal. Sometimes means "word for word" and in this sense may refer to something expressed in writing. Oral (from Latin ös, "mouth") limits the meaning to what is transmitted by speech. Oral agreement is more precise than verbal agreement.

Very. Use this word sparingly. Where emphasis is necessary, use words strong in themselves.

While. Avoid the indiscriminate use of this word for and, but, and although. Many writers use it frequently as a substitute for and or but, either from a mere desire to vary the connective or from doubt about which of the two connectives is more appropriate. In this use it is best replaced by a semicolon.

The office and sales-	T
cooms are on the ground	room
loor, while the rest of the	floor
building is used for manu-	ing is
acturing.	turing

The office and salesrooms are on the ground floor; the rest of the building is used for manufacturing.

Its use as a virtual equivalent of *although* is allowable in sentences where this leads to no ambiguity or absurdity.

While I admire his energy, I wish it were employed in a better cause.

This is entirely correct, as shown by the paraphrase

I admire his energy, at the same time, I wish it were employed in a better cause.

Compare:

While the temperature reaches 90 or 95 degrees in the daytime, the nights are often chilly

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The paraphrase shows why the use of while is incorrect:

The temperature reaches 90 or 95 degrees in the daytime; at the same time the nights are often chilly.

In general, the writer will do well to use *while* only with strict literalness, in the sense of "during the time that."

-wise. Not to be used indiscriminately as a pseudosuffix: taxwise, pricewise, marriagewise, prosewise, saltwater taffywise. Chiefly useful when it means "in the manner of": clockwise. There is not a noun in the language to which -wise cannot be added if the spirit moves one to add it. The sober writer will abstain from the use of this wild additive.

Worth while. Overworked as a term of vague approval and (with not) of disapproval. Strictly applicable only to actions. "Is it worth while to telegraph?"

this books are not worth while,	His books are not worth reading (are not worth one's while to read; do not	
	repay reading).	

The adjective worthwhile (one word) is acceptable but emaciated. Use a stronger word.

a worthwhile project

a promising (useful, valuable, exciting) project

Would. Commonly used to express habitual or repeated action. ("He would get up early and prepare his own breakfast before he went to work.") But when the idea of habit or repetition is expressed, in such phrases as once a year, every day, each Sunday, the past tense, without would, is usually sufficient, and, from its brevity, more emphatic.

Once a year he would visit the old mansion. the

Once a year he visited the old mansion.

In narrative writing, always indicate the transition from the general to the particular—that is, from sentences that merely state a general habit to those that express the action of a MISUSED WORDS AND EXPRESSIONS [65

specific day or period. Failure to indicate the change will cause confusion.

Townsend would get up early and prepare his own breakfast. If the day was cold, he filled the stove and had a warm fire burning before he left the house. On his way out to the garage, he noticed that there were footprints in the new-fallen snow on the porch.

The reader is lost, having received no signal that Townsend has changed from a mere man of habit to a man who has seen a particular thing on a particular day.

Townsend would get up early and prepare his own breakfast. If the day was cold, he filled the stove and had a warm fire burning before he left the house. One morning in January, on his way out to the garage, he noticed footprints in the new-fallen snow on the porch.

V

An Approach to Style (With a List of Reminders)

UP TO this point, the book has been concerned with what is correct, or acceptable, in the use of English. In this final chapter, we approach style in its broader meaning: style in the sense of what is distinguished and distinguishing. Here we leave solid ground. Who can confidently say what ignites a certain combination of words, causing them to explode in the mind? Who knows why certain notes in music are capable of stirring the listener deeply, though the same notes slightly rearranged are impotent? These are high mysteries, and this chapter is a mystery story, thinly disguised. There is no satisfactory explanation of style, no infallible guide to good writing, no assurance that a person who thinks clearly will be able to write clearly, no key that unlocks the door, no inflexible role by which writers may shape their course. Writers will often find themselves steering by stars that are disturbingly in motion.

The preceding chapters contain instructions drawn from established English usage; this one contains advice drawn from a writer's experience of writing. Since the book is a rule book, these cautionary remarks, these subtly dangerous hints, are presented in the form of rules, but they are, in essence, mere gentle reminders: they state what most of us know and at times forget.

Style is an increment in writing. When we speak of Fitzgerald's style, we don't mean his command of the relative

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pronoun, we mean the sound his words make on paper. All writers, by the way they use the language, reveal something of their spirits, their habits, their capacities, and their biases. This is inevitable as well as enjoyable. All writing is communication; creative writing is communication through revelation—it is the Self escaping into the open. No writer long remains incognito.

If you doubt that style is something of a mystery, try rewriting a familiar sentence and see what happens. Any much-quoted sentence will do. Suppose we take "These are the times that try men's souls." Here we have eight short, easy words, forming a simple declarative sentence. The sentence contains no flashy ingredient such as "Damn the torpedoes!" and the words, as you see, are ordinary. Yet in that arrangement, they have shown great durability; the sentence is into its third century. Now compare a few variations:

Times like these try men's souls. How trying it is to live in these times! These are trying times for men's souls. Soulwise, these are trying times.

It seems unlikely that Thomas Paine could have made his sentiment stick if he had couched it in any of these forms. But why not? No fault of grammar can be detected in them, and in every case the meaning is clear. Each version is correct, and each, for some reason that we can't readily put our finger on, is marked for oblivion. We could, of course, talk about "rhythm" and "cadence," but the talk would be vague and unconvincing. We could declare *soulwise* to be a silly word, inappropriate to the occasion; but even that won't do—it does not answer the main question. Are we even sure *soulwise* is silly? If *otherwise* is a serviceable word, what's the matter with *soulwise*?

Here is another sentence, this one by a later Tom. It is not a famous sentence, although its author (Thomas Wolfe) is well known. "Quick are the mouths of earth, and quick the teeth that fed upon this loveliness." The sentence would

not take a prize for clarity, and rhetorically it is at the opposite pole from "These are the times." Try it in a different form, without the inversions:

The mouths of earth are quick, and the teeth that fed upon this loveliness are quick, too.

The author's meaning is still intact, but not his overpowering emotion. What was poetical and sensuous has become prosy and wooden; instead of the secret sounds of beauty, we are left with the simple crunch of mastication. (Whether Mr. Wolfe was guilty of overwriting is, of course, another question—one that is not pertinent here.)

With some writers, style not only reveals the spirit of the man but reveals his identity, as surely as would his fingerprints. Here, following, are two brief passages from the works of two American novelists. The subject in each case is languor. In both, the words used are ordinary, and there is nothing eccentric about the construction.

He did not still feel weak, he was merely luxuriating in that supremely gutful lassitude of convalescence in which time, hurry, doing, did not exist, the accumulating seconds and minutes and hours to which in its well state the body is slave both waking and sleeping, now reversed and time now the lip-server and mendicant to the body's pleasure instead of the body thrall to time's headlong course.

Manuel drank his brandy. He felt sleepy himself. It was too hot to go out into the town. Besides there was nothing to do. He wanted to see Zurito. He would go to sleep while he waited.

Anyone acquainted with Faulkner and Hemingway will have recognized them in these passages and perceived which was which. How different are their languors!

Or take two American poets, stopping at evening. One stops by woods, the other by laughing flesh.

> My little horse must think it queer To stop without a farmhouse near

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Between the woods and frozen lake The darkest evening of the year*

I have perceived that to be with those I like is enough. To stop in company with the rest at evening is enough. To be surrounded by beautiful, curious, breathing, laughing flesh is enough

Because of the characteristic styles, there is little question about identity here, and if the situations were reversed, with Whitman stopping by woods and Frost by langhing flesh (not one of his regularly scheduled stops), the reader would know who was who.

Young writers often suppose that style is a garnish for the meat of prose, a sauce by which a dull dish is made palatable. Style has no such separate entity, it is nondetachable, unfilterable. The beginner should approach style warily, realizing that it is an expression of self, and should turn resolutely away from all devices that are popularly believed to indicate style—all mannerisms, tricks, adornments. The approach to style is by way of plainness, simplicity, orderliness, sincerity.

Writing is, for most, laborious and slow. The mind travels faster than the pen; consequently, writing becomes a question of learning to make occasional wing shots, bringing down the bird of thought as it flashes by. A writer is a gunner, sometimes waiting in the blind for something to come in, sometimes roaming the countryside hoping to scare something up. Like other gunners, the writer must cultivate patience, working many covers to bring down one partridge. Here, following, are some suggestions and cautionary hints that may help the beginner find the way to a satisfactory style.

*From "Stopping by Woods on a Snowy Evening" from The Foetry of Robert Frost, edited by Edward Connery Lathem. Copyright 1923, © 1969 by Henry Holt and Company, LLC. Reprinted by permission of Henry Holt and Company, LLC.

1. Place yourself in the background.

Write in a way that draws the reader's attention to the sense and substance of the writing, rather than to the mood and temper of the author. If the writing is solid and good, the mood and temper of the writer will eventually be revealed and not at the expense of the work. Therefore, the first piece of advice is this: to achieve style, begin by affecting none-that is, place yourself in the background. A careful and honest writer does not need to worry about style. As you become proficient in the use of language, your style will emerge, because you yourself will emerge, and when this happens you will find it increasingly easy to break through the barriers that separate you from other minds, other hearts-which is, of course, the purpose of writing, as well as its principal reward. Fortunately, the act of composition, or creation, disciplines the mind; writing is one way to go about thinking, and the practice and habit of writing not only drain the mind but supply it, too.

2. Write in a way that comes naturally.

Write in a way that comes easily and naturally to you, using words and phrases that come readily to hand. But do not assume that because you have acted naturally your product is without flaw.

The use of language begins with imitation. The infant imitates the sounds made by its parents; the child imitates first the spoken language, then the stuff of books. The imitative life continues long after the writer is secure in the language, for it is almost impossible to avoid imitating what one admires. Never imitate consciously, but do not worry about being an imitator, take pains instead to admire what is good. Then when you write in a way that comes naturally, you will echo the halloos that bear repeating.

3. Work from a suitable design.

Before beginning to compose something, gauge the nature and extent of the enterprise and work from a suitable design. (See Chapter II, Rule 12.) Design informs even the

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simplest structure, whether of brick and steel or of prose. You raise a pup tent from one sort of vision, a cathedral from another. This does not mean that you must sit with a blueprint always in front of you, merely that you had best anticipate what you are getting into. To compose a laundry list, you can work directly from the pile of soiled garments, ticking them off one by one. But to write a biography, you will need at least a rough scheme; you cannot plunge in blindly and start ticking off fact after fact about your subject, lest you miss the forest for the trees and there be no end to your labors.

Sometimes, of course, impulse and emotion are more compelling than design. If you are deeply troubled and are composing a letter appealing for mercy or for love, you had best not attempt to organize your emotions; the prose will have a better chance if the emotions are left in disarray which you'll probably have to do anyway, since feelings do not usually lend themselves to rearrangement. But even the kind of writing that is essentially adventurous and impetuous will on examination be found to have a secret plan: Columbus didn't just sail, he sailed west, and the New World took shape from this simple and, we now think, sensible design.

4. Write with nouns and verbs.

Write with nouns and verbs, not with adjectives and adverbs. The adjective hasn't been built that can pull a weak or inaccurate noun out of a tight place. This is not to disparage adjectives and adverbs; they are indispensable parts of speech. Occasionally they surprise us with their power, as in

> Up the airy mountain, Down the rushy glen, We daren't go a-hunting For fear of little men

The nouns *mountain* and *glen* are accurate enough, but had the mountain not become airy, the glen rushy, William Allingham might never have got off the ground with his poem. In

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general, however, it is nouns and verbs, not their assistants, that give good writing its toughness and color.

5. Revise and rewrite.

Revising is part of writing. Few writers are so expert that they can produce what they are after on the first try. Quite often you will discover, on examining the completed work, that there are serious flaws in the arrangement of the material, calling for transpositions. When this is the case, a word processor can save you time and labor as you rearrange the manuscript. You can select material on your screen and move it to a more appropriate spot, or, if you cannot find the right spot, you can move the material to the end of the manuscript until you decide whether to delete it. Some writers find that working with a printed copy of the manuscript helps them to visualize the process of change; others prefer to revise entirely on screen. Above all, do not be afraid to experiment with what you have written. Save both the original and the revised versions; you can always use the computer to restore the manuscript to its original condition, should that course seem best. Remember, it is no sign of weakness or defeat that your manuscript ends up in need of major surgery. This is a common occurrence in all writing, and among the best writers.

6. Do not overwrite.

Rich, ornate prose is hard to digest, generally unwholesome, and sometimes nauseating. If the sickly-sweet word, the overblown phrase are your natural form of expression, as is sometimes the case, you will have to compensate for it by a show of vigor, and by writing something as meritorious as the Song of Songs, which is Solomon's.

When writing with a computer, you must guard against wordiness. The click and flow of a word processor can be seductive, and you may find yourself adding a few unnecessary words or even a whole passage just to experience the pleasure of running your fingers over the keyboard and watching your words appear on the screen. It is always a good idea to reread your writing later and ruthlessly delete the excess. AN APPROACH TO STYLE [73

7. Do not overstate.

When you overstate, readers will be instantly on guard, and everything that has preceded your overstatement as well as everything that follows it will be suspect in their minds because they have lost confidence in your judgment or your poise. Overstatement is one of the common faults. A single overstatement, wherever or however it occurs, diminishes the whole, and a single carefree superlative has the power to destroy, for readers, the object of your enthusiasm.

8. Avoid the use of qualifiers.

Rather, very, little, pretty—these are the leeches that infest the pond of prose, sucking the blood of words. The constant use of the adjective *little* (except to indicate size) is particularly debilitating; we should all try to do a little better, we should all be very watchful of this rule, for it is a rather important one, and we are pretty sure to violate it now and then.

9. Do not affect a breezy manner.

The volume of writing is enormous, these days, and much of it has a sort of windiness about it, almost as though the author were in a state of euphoria. "Spontaneous me," sang Whitman, and, in his innocence, let loose the hordes of uninspired scribblers who would one day confuse spontaneity with genius.

The breezy style is often the work of an egocentric, the person who imagines that everything that comes to mind is of general interest and that uninhibited prose creates high spirits and carries the day. Open any alumni magazine, turn to the class notes, and you are quite likely to encounter old Spontaneous Me at work—an aging collegian who writes something like this:

Well, guys, here I am again dishing the dirt about your disorderly classmates, after pa\$\$ing a weekend in the Big Apple trying to catch the Columbia hoops tilt and then a cab-ride from hell through the West Side casbah. And speaking of news, howzabout tossing a few primo items

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This is an extreme example, but the same wind blows, at lesser velocities, across vast expanses of journalistic prose. The author in this case has managed in two sentences to commit most of the unpardonable sins: he obviously has nothing to say, he is showing off and directing the attention of the reader to himself, he is using slang with neither provocation nor ingenuity, he adopts a patronizing air by throwing in the word *primo*, he is humorless (though full of fun), dull, and empty. He has not done his work. Compare his opening remarks with the following—a plunge directly into the news:

Clyde Crawford, who stroked the varsity shell in 1958, is swinging an oar again after a lapse of forty years. Clyde resigned last spring as executive sales manager of the Indiana Flotex Company and is now a gondolier in Venice.

This, although conventional, is compact, informative, unpretentious. The writer has dug up an item of news and presented it in a straightforward manner. What the first writer tried to accomplish by cutting rhetorical capers and by breeziness, the second writer managed to achieve by good reporting, by keeping a tight rein on his material, and by staying out of the act.

10. Use orthodox spelling.

In ordinary composition, use orthodox spelling. Do not write nite for night, thru for through, pleez for please, unless you plan to introduce a complete system of simplified spelling and are prepared to take the consequences.

In the original edition of *The Elements of Style*, there was a chapter on spelling. In it, the author had this to say:

The spelling of English words is not fixed and invariable, nor does it depend on any other authority than general agreement. At the present day there is practically unanimous agreement as to the spelling of most words. ... At any given moment, however, a relatively small number of words may be spelled in more than one way. Gradually, as a rule, one of these forms comes to be generally preferred, and the less customary form comes to look

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obsolete and is discarded. From time to time new forms, mostly simplifications, are introduced by innovators, and either win their place or die of neglect.

The practical objection to unaccepted and oversimplified spellings is the disfavor with which they are received by the reader. They distract his attention and exhaust his patience. He reads the form *though* automatically, without thought of its needless complexity; he reads the abbreviation *tho* and mentally supplies the missing letters, at the cost of a fraction of his attention. The writer has defeated his own purpose.

The language manages somehow to keep pace with events. A word that has taken hold in our century is *thruway*; it was born of necessity and is apparently here to stay. In combination with *way*, *thru* is more serviceable than *through*; it is a high-speed word for readers who are going sixty-five. *Throughway* would be too long to fit on a road sign, too slow to serve the speeding eye. It is conceivable that because of our thruways, *through* will eventually become *thru*—after many more thousands of miles of travel.

11. Do not explain too much.

It is seldom advisable to tell all. Be sparing, for instance, in the use of adverbs after "he said," "she replied," and the like: "he said consolingly"; "she replied grumblingly." Let the conversation itself disclose the speaker's manner or condition. Dialogue heavily weighted with adverbs after the attributive verb is cluttery and annoying. Inexperienced writers not only overwork their adverbs but load their attributives with explanatory verbs: "he consoled," "she congratulated." They do this, apparently, in the belief that the word *said* is always in need of support, or because they have been told to do it by experts in the art of bad writing.

12. Do not construct aickward adverbs.

Adverbs are easy to build. Take an adjective or a participle, add *-ly*, and behold! you have an adverb. But you'd probably be better off without it. Do not write *tangledly*. The word itself is a tangle. Do not write *tangledly*.

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body says tangledly and not many people say tiredly. Words that are not used orally are seldom the ones to put on paper.

He climbed tiredly to	He climbed wearily to
bed.	bed.
The lamp cord lay tan-	The lamp cord lay in
gledly beneath her chair.	tangles beneath her chair.

Do not dress words up by adding -ly to them, as though putting a hat on a horse.

overly	over
muchly	much
thusly	thus

13. Make sure the reader knows who is speaking.

Dialogue is a total loss unless you indicate who the speaker is. In long dialogue passages containing no attributives, the reader may become lost and be compelled to go back and reread in order to puzzle the thing out. Obscurity is an imposition on the reader, to say nothing of its damage to the work.

In dialogue, make sure that your attributives do not awkwardly interrupt a spoken sentence. Place them where the break would come naturally in speech—that is, where the speaker would pause for emphasis, or take a breath. The best test for locating an attributive is to speak the sentence aloud.

"Now, my boy, we shall see," he said, "how well you have learned your lesson." "Now, my boy," he said, "we shall see how well you have learned your lesson."

"What's more, they would never," she added, "consent to the plan." "What's more," she added, "they would never consent to the plan."

14. Avoid fancy words.

Avoid the elaborate, the pretentious, the coy, and the cute. Do not be tempted by a twenty-dollar word when

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there is a ten-center handy, ready and able. Anglo-Saxon is a livelier tongue than Latin, so use Anglo-Saxon words. In this, as in so many matters pertaining to style, one's ear must be one's guide: gut is a lustier noun than *intestine*, but the two words are not interchangeable, because gut is often inappropriate, being too coarse for the context. Never call a stomach a tummy without good reason.

If you admire fancy words, if every sky is *beauteous*, every blonde *curvaceous*, every intelligent child *prodigious*, if you are tickled by *discombobulate*, you will have a bad time with Reminder 14. What is wrong, you ask, with *beauteous*? No one knows, for sure. There is nothing wrong, really, with any word—all are good, but some are better than others. A matter of ear, a matter of reading the books that sharpen the ear.

The line between the fancy and the plain, between the atrocious and the felicitous, is sometimes alarmingly fine. The opening phrase of the Gettysburg address is close to the line, at least by our standards today, and Mr. Lincoln, knowingly or unknowingly, was flirting with disaster when he wrote "Four score and seven years ago." The President could have got into his sentence with plain "Eighty-seven"—a saving of two words and less of a strain on the listeners' powers of multiplication. But Lincoln's ear must have told him to go ahead with four score and seven. By doing so, he achieved cadence while skirting the edge of fanciness. Suppose he had blundered over the line and written, "In the year of our Lord seventeen hundred and seventy-six." His speech would have sustained a heavy blow. Or suppose he had settled for "Eighty-seven." In that case he would have got into his introductory sentence too quickly; the timing would have been bad.

The question of ear is vital. Only the writer whose ear is reliable is in a position to use bad grammar deliberately; this writer knows for sure when a colloquialism is better than formal phrasing and is able to sustain the work at a level of good taste. So cock your ear. Years ago, students were warned not to end a sentence with a preposition; time, of course, has softened that rigid decree. Not only is the preposition acceptable at the end. sometimes it is more effective in that

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spot than anywhere else. "A claw hammer, not an ax, was the tool he murdered her with." This is preferable to "A claw hammer, not an ax, was the tool with which he murdered her." Why? Because it sounds more violent, more like murder. A matter of ear.

And would you write "The worst tennis player around here is I" or "The worst tennis player around here is me"? The first is good grammar, the second is good judgment although the *me* might not do in all contexts.

The split infinitive is another trick of rhetoric in which the ear must be quicker than the handbook. Some infinitives seem to improve on being split, just as a stick of round stovewood does. "I cannot bring myself to really like the fellow." The sentence is relaxed, the meaning is clear, the violation is harmless and scarcely perceptible. Put the other way, the sentence becomes stiff, needlessly formal. A matter of ear.

There are times when the ear not only guides us through difficult situations but also saves us from minor or major embarrassments of prose. The ear, for example, must decide when to omit *that* from a sentence, when to retain it. "She knew she could do it" is preferable to "She knew that she could do it"—simpler and just as clear. But in many cases the *that* is needed. "He felt that his big nose, which was sunburned, made him look ridiculous." Omit the *that* and you have "He felt his big nose."

15. Do not use dialect unless your ear is good.

Do not attempt to use dialect unless you are a devoted student of the tongue you hope to reproduce. If you use dialect, be consistent. The reader will become impatient or confused upon finding two or more versions of the same word or expression. In dialect it is necessary to spell phonetically, or at least ingeniously, to capture unusual inflections. Take, for example, the word *once*. It often appears in dialect writing as *oncet*, but *oncet* looks as though it should be pronounced "onset." A better spelling would be *wunst*. But if you write it *oncet* once, write it that way throughout. AN APPROACH TO STYLE [70

The best dialect writers, by and large, are economical of their talents; they use the minimum, not the maximum, of deviation from the norm, thus sparing their readers as well as convincing them.

16. Be clear.

Clarity is not the prize in writing, nor is it always the principal mark of a good style. There are occasions when obscurity serves a literary yearning, if not a literary purpose, and there are writers whose mien is more overcast than clear. But since writing is communication, clarity can only be a virtue. And although there is no substitute for merit in writing, clarity comes closest to being one. Even to a writer who is being intentionally obscure or wild of tongue we can say, "Be obscure clearly! Be wild of tongue in a way we can understand!" Even to writers of market letters, telling us (but not telling us) which securities are promising, we can say, "Be cagey plainly! Be elliptical in a straightforward fashion!"

Clarity, clarity, clarity. When you become hopelessly mired in a sentence, it is best to start fresh; do not try to fight your way through against the terrible odds of syntax. Usually what is wrong is that the construction has become too involved at some point; the sentence needs to be broken apart and replaced by two or more shorter sentences.

Muddiness is not merely a disturber of prose, it is also a destroyer of life, of hope: death on the highway caused by a badly worded road sign, heartbreak among lovers caused by a misplaced phrase in a well-intentioned letter, anguish of a traveler expecting to be met at a railroad station and not being met because of a slipshod telegram. Think of the tragedies that are rooted in ambiguity, and be clear! When you say something, make sure you have said it. The chances of your having said it are only fair.

17. Do not inject opinion.

Unless there is a good reason for its being there, do not inject opinion into a piece of writing. We all have opinions

about almost everything, and the temptation to toss them in is great. To air one's views gratuitously, however, is to imply that the demand for them is brisk, which may not be the case, and which, in any event, may not be relevant to the discussion. Opinions scattered indiscriminately about leave the mark of egotism on a work. Similarly, to air one's views at an improper time may be in bad taste. If you have received a letter inviting you to speak at the dedication of a new cat hospital, and you hate cats, your reply, declining the invitation, does not necessarily have to cover the full range of your emotions. You must make it clear that you will not attend, but you do not have to let fly at cats. The writer of the letter asked a civil question; attack cats, then, only if you can do so with good humor, good taste, and in such a way that your answer will be courteous as well as responsive. Since you are out of sympathy with cats, you may quite properly give this as a reason for not appearing at the dedicatory ceremonies of a cat hospital. But bear in mind that your opinion of cats was not sought, only your services as a speaker. Try to keep things straight.

18. Use figures of speech sparingly.

The simile is a common device and a useful one, but similes coming in rapid fire, one right on top of another, are more distracting than illuminating. Readers need time to catch their breath; they can't be expected to compare everything with something else, and no relief in sight.

When you use metaphor, do not mix it up. That is, don't start by calling something a swordfish and end by calling it an hourglass.

19. Do not take shortcuts at the cost of clarity.

Do not use initials for the names of organizations or movements unless you are certain the initials will be readily understood. Write things out. Not everyone knows that MADD means Mothers Against Drunk Driving, and even if everyone did, there are babies being born every minute who will someday encounter the name for the first time. They deserve to see the words, not simply the initials. A AN APPROACH TO STYLE [81

good rule is to start your article by writing out names in full, and then, later, when your readers have got their bearings, to shorten them.

Many shortcuts are self-defeating; they waste the reader's time instead of conserving it. There are all sorts of rhetorical stratagems and devices that attract writers who hope to be pithy, but most of them are simply bothersome. The longest way round is usually the shortest way home, and the one truly reliable shortcut in writing is to choose words that are strong and surefooted to carry readers on their way.

20. Avoid foreign languages.

The writer will occasionally find it convenient or necessary to borrow from other languages. Some writers, however, from sheer exuberance or a desire to show off, sprinkle their work liberally with foreign expressions, with no regard for the reader's comfort. It is a bad habit. Write in English.

21. Prefer the standard to the offbeat.

Young writers will be drawn at every turn toward eccentricities in language. They will hear the beat of new vocabularies, the exciting rhythms of special segments of their society, each speaking a language of its own. All of us come under the spell of these unsettling drums; the problem for beginners is to listen to them, learn the words, feel the vibrations, and not be carried away.

Youths invariably speak to other youths in a tongue of their own devising: they renovate the language with a wild vigor, as they would a basement apartment. By the time this paragraph sees print, *psyched*, *nerd*, *ripoff*, *dude*, *geek*, and *funky* will be the words of yesteryear, and we will be fielding more recent ones that have come bouncing into our speech—some of them into our dictionary as well. A new word is always up for survival. Many do survive. Others grow stale and disappear. Most are, at least in their infancy, more appropriate to conversation than to composition.

Today, the language of advertising enjoys an enormous

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rules and its crossbreeding of the parts of speech, it profoundly influences the tongues and pens of children and adults. Your new kitchen range is so revolutionary it *obsoletes* all other ranges. Your counter top is beautiful because it is *accessorized* with gold-plated faucets. Your cigarette tastes good *like* a cigarette should. And, *like the man says*, you will want to try one. You will also, in all probability, want to try writing that way, using that language. You do so at your peril, for it is the language of mutilation.

Advertisers are quite understandably interested in what they call "attention getting." The man photographed must have lost an eye or grown a pink beard, or he must have three arms or be sitting wrong-end-to on a horse. This technique is proper in its place, which is the world of selling, but the young writer had best not adopt the device of mutilation in ordinary composition, whose purpose is to engage, not paralyze, the reader's senses. Buy the gold-plated faucets if you will, but do not accessorize your prose. To use the language well, do not begin by hacking it to bits; accept the whole body of it, cherish its classic form, its variety, and its richness.

Another segment of society that has constructed a language of its own is business. People in business say that toner cartridges are in short supply, that they have updated the next shipment of these cartridges, and that they will finalize their recommendations at the next meeting of the board. They are speaking a language familiar and dear to them. Its portentous nouns and verbs invest ordinary events with high adventure; executives walk among toner cartridges, caparisoned like knights. We should tolerate them-every person of spirit wants to ride a white horse. The only question is whether business vocabulary is helpful to ordinary prose. Usually, the same ideas can be expressed less formidably, if one makes the effort. A good many of the special words of business seem designed more to express the user's dreams than to express a precise meaning. Not all such words, of course, can be dismissed summarily; indeed, no word in the language can be dis-

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missed offhand by anyone who has a healthy curiosity. *Update* isn't a bad word; in the right setting it is useful. In the wrong setting, though, it is destructive, and the trouble with adopting coinages too quickly is that they will bedevil one by insinuating themselves where they do not belong. This may sound like rhetorical snobbery, or plain stuffiness; but you will discover, in the course of your work, that the setting of a word is just as restrictive as the setting of a jewel. The general rule here is to prefer the standard. *Finalize*, for instance, is not standard; it is special, and it is a peculiarly fuzzy and silly word. Does it mean "terminate," or does it mean "put into final form"? One can't be sure, really, what it means, and one gets the impression that the person using it doesn't know, either, and doesn't want to know.

The special vocabularies of the law, of the military, of government are familiar to most of us. Even the world of criticism has a modest pouch of private words (*luminous, taut*), whose only virtue is that they are exceptionally nimble and can escape from the garden of meaning over the wall. Of these critical words, Wolcott Gibbs once wrote, "... they are detached from the language and inflated like little balloons." The young writer should learn to spot them—words that at first glance seem freighted with delicious meaning but that soon burst in air, leaving nothing but a memory of bright sound.

The language is perpetually in flux: it is a living stream, shifting, changing, receiving new strength from a thousand tributaries, losing old forms in the backwaters of time. To suggest that a young writer not swim in the main stream of this turbulence would be foolish indeed, and such is not the intent of these cautionary remarks. The intent is to suggest that in choosing between the formal and the informal, the regular and the offbeat, the general and the special, the orthodox and the heretical, the beginner err on the side of conservatism, on the side of established usage. No idiom is taboo, no accent forbidden; there is simply a better chance of doing well if the writer holds a steady course,

enters the stream of English quietly, and does not thrash about.

"But," you may ask, "what if it comes natural to me to experiment rather than conform? What if I am a pioneer, or even a genius?" Answer: then be one. But do not forget that what may seem like pioneering may be merely evasion, or laziness—the disinclination to submit to discipline. Writing good standard English is no cinch, and before you have managed it you will have encountered enough rough country to satisfy even the most adventurous spirit.

Style takes its final shape more from attitudes of mind than from principles of composition, for, as an elderly practitioner once remarked, "Writing is an act of faith, not a trick of grammar." This moral observation would have no place in a rule book were it not that style is the writer, and therefore what you are, rather than what you know, will at last determine your style. If you write, you must believe—in the truth and worth of the scrawl, in the ability of the reader to receive and decode the message. No one can write decently who is distrustful of the reader's intelligence, or whose attitude is patronizing.

Many references have been made in this book to "the reader," who has been much in the news. It is now necessary to warn you that your concern for the reader must be pure: you must sympathize with the reader's plight (most readers are in trouble about half the time) but never seek to know the reader's wants. Your whole duty as a writer is to please and satisfy yourself, and the true writer always plays to an audience of one. Start sniffing the air, or glancing at the Trend Machine, and you are as good as dead, although you may make a nice living.

Full of belief, sustained and elevated by the power of purpose, armed with the rules of grammar, you are ready for exposure. At this point, you may well pattern yourself on the fully exposed cow of Robert Louis Stevenson's rhyme. This friendly and commendable animal, you may recall, was "blown by all the winds that pass /And wet with

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all the showers." And so must you as a young writer be. In our modern idiom, we would say that you must get wet all over. Mr. Stevenson, working in a plainer style, said it with felicity, and suddenly one cow, out of so many, received the gift of immortality. Like the steadfast writer, she is at home in the wind and the rain; and, thanks to one moment of felicity, she will live on and on and on.

Afterword

Will Strunk and E. B. White were unique collaborators. Unlike Gilbert and Sullivan, or Woodward and Bernstein, they worked separately and decades apart.

We have no way of knowing whether Professor Strunk took particular notice of Elwyn Brooks White, a student of his at Cornell University in 1919. Neither teacher nor pupil could have realized that their names would be linked as they now are. Nor could they have imagined that thirty-eight years after they met, White would take this little gem of a textbook that Strunk had written for his students, polish it, expand it, and transform it into a classic.

E. B. White shared Strunk's sympathy for the reader. To Strunk's do's and don'ts he added passages about the power of words and the clear expression of thoughts and feelings. To the nuts and bolts of grammar he added a rhetorical dimension.

The editors of this edition have followed in White's footsteps, once again providing fresh examples and modernizing usage where appropriate. *The Elements of Style* is still a little book, small enough and important enough to carry in your pocket, as I carry mine. It has helped me to write better. I believe it can do the same for you.

Charles Osgood

Glossary

adjectival modifier A word, phrase, or clause that acts as an adjective in qualifying the meaning of a noun or pronoun. Your country; a turn-of-the-century style; people who are always late.

adjective A word that modifies, quantifies, or otherwise describes a noun or pronoun. Drizzly November; midnight dreary; only requirement.

adverb A word that modifies or otherwise qualifies a verb, an adjective, or another adverb. Gestures gracefully; exceptionally quiet engine.

adverbial phrase A phrase that functions as an adverb. (See phrase.) Landon laughs with abandon.

agreement The correspondence of a verb with its subject in person and number (Karen *goes* to Cal Tech; her sisters *go* to UCLA), and of a pronoun with its antecedent in person, number, and gender (As soon as Karen finished the exam, *she* picked up *her* books and left the room).

antecedent The noun to which a pronoun refers. A pronoun and its antecedent must agree in person, number, and gender. Michael and *his* teammates moved off campus.

appositive A noun or noun phrase that renames or adds identifying information to a noun it immediately follows. His brother, an accountant with Arthur Andersen, was recently promoted.

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articles The words *a*, *an*, and *the*, which signal or introduce nouns. The definite article *the* refers to a particular item: *the* report. The indefinite articles *a* and *an* refer to a general item or one not already mentioned: *an* apple.

auxiliary verb A verb that combines with the main verb to show differences in tense, person, and voice. The most common auxiliaries are forms of *be*, *do*, and *have*. I am going; we *did* not go; they *have* gone. (See also *modal auxiliaries*.)

case The form of a noun or pronoun that reflects its grammatical function in a sentence as subject (*they*), object (*them*), or possessor (*their*). She gave her employees a raise that pleased *them* greatly.

clause A group of related words that contains a subject and predicate. *Moths swarm* around a burning candle. While she was taking the test, Karen muttered to herself.

colloquialism A word or expression appropriate to informal conversation but not usually suitable for academic or business writing. They wanted to get even (instead of they wanted to retaliate).

complement A word or phrase (especially a noun or adjective) that completes the predicate. **Subject complements** complete linking verbs and rename or describe the subject: Martha is my *neighbor*. She seems *shy*. **Object complements** complete transitive verbs by describing or renaming the direct object: They found the play *exciting*. Robert considers Mary *a wonderful wife*.

compound sentence Two or more independent clauses joined by a coordinating conjunction, a correlative conjunction, or a semicolon. *Caesar conquered Gaul*, but *Alexander the Great conquered the world*.

compound subject Two or more simple subjects joined by a coordinating or correlative conjunction. *Hemingway* and Fitzgerald had little in common. GLOSSARY 91

conjunction A word that joins words, phrases, clauses, or sentences. The coordinating conjunctions, and, but, or, nor, yet, so, for, join grammatically equivalent elements. Correlative conjunctions (both, and; either, or; neither, nor) join the same kinds of elements.

contraction A shortened form of a word or group of words: can't for cannot; they're for they are.

correlative expression See conjunction.

dependent clause A group of words that includes a subject and verb but is subordinate to an independent clause in a sentence. Dependent clauses begin with either a subordinating conjunction, such as *if*, *because*, *since*, or a relative pronoun, such as *who*, *which*, *that*. When it gets dark, we'll find a restaurant *that has music*.

direct object A noun or pronoun that receives the action of a transitive verb. Pearson publishes books.

gerund The -ing form of a verb that functions as a noun: Hiking is good exercise. She was praised for her playing.

indefinite pronoun A pronoun that refers to an unspecified person (anybody) or thing (something).

independent clause A group of words with a subject and verb that can stand alone as a sentence. Raccoons steal food.

indirect object A noun or pronoun that indicates to whom or for whom, to what or for what the action of a transitive verb is performed. I asked *her* a question. Ed gave *the door* a kick.

infinitive/split infinitive In the present tense, a verb phrase consisting of to followed by the base form of the verb (to write). A split infinitive occurs when one or more words separate to and the verb (to boldly go).

intransitive verb A verb that does not take a direct object. His nerve *failed*.

linking verb A verb that joins the subject of a sentence to its complement. Professor Chapman is a philosophy teacher. They were ecstatic.

loose sentence A sentence that begins with the main idea and then attaches modifiers, qualifiers, and additional details: He was determined to succeed, with or without the promotion he was hoping for and in spite of the difficulties he was confronting at every turn.

main clause An independent clause, which can stand alone as a grammatically complete sentence. Grammarians quibble.

modal auxiliaries Any of the verbs that combine with the main verb to express necessity (*must*), obligation (*should*), permission (*may*), probability (*might*), possibility (*could*), ability (*can*), or tentativeness (*would*). Mary *might* wash the car.

modifier A word or phrase that qualifies, describes, or limits the meaning of a word, phrase, or clause. Frayed ribbon, dancing flowers, worldly wisdom.

nominative pronoun A pronoun that functions as a subject or a subject complement: I, we, you, he, she, it, they, who.

nonrestrictive modifier A phrase or clause that does not limit or restrict the essential meaning of the element it modifies. My youngest niece, who lives in Ann Arbor, is a magazine editor.

noun A word that names a person, place, thing, or idea. Most nouns have a plural form and a possessive form. *Carol*; the *park*; the *cup*; *democracy*.

number A feature of nouns, pronouns, and a few verbs, referring to singular or plural. A subject and its corresponding verb must be consistent in number; a pronoun should agree in number with its antecedent. A solo *flute plays*; two *oboes join* in. GLOSSARY 93

object The noun or pronoun that completes a prepositional phrase or the meaning of a transitive verb. (See also direct object, indirect object, and preposition.) Frost offered his audience a poetic performance they would likely never forget.

participial phrase A present or past participle with accompanying modifiers, objects, or complements. The buzzards, circling with sinister determination, squawked loudly.

participle A verbal that functions as an adjective. Present participles end in *-ing* (*brimming*); past participles typically end in *-d* or *-ed* (*injured*) or *-en* (*broken*) but may appear in other forms (*brought*, *been*, *gone*).

periodic sentence A sentence that expresses the main idea at the end. With or without their parents' consent, and whether or not they receive the assignment relocation they requested, *they are determined to get married*.

phrase A group of related words that functions as a unit but lacks a subject, a verb, or both. Without the resources to continue.

possessive The case of nouns and pronouns that indicates ownership or possession (Harold's, ours, mine).

predicate The verb and its related words in a clause or sentence. The predicate expresses what the subject does, experiences, or is. Birds *fly*. The partygoers celebrated wild-ly for a long time.

preposition A word that relates its object (a noun, pronoun, or *-ing* verb form) to another word in the sentence. She is the leader of our group. We opened the door by picking the lock. She went out the window.

prepositional phrase A group of words consisting of a preposition, its object, and any of the object's modifiers. Georgia on my mind.

principal verb The predicating verb in a main clause or sentence.

pronominal possessive Possessive pronouns such as hers, its, and theirs.

proper noun The name of a particular person (Frank Sinatra), place (Boston), or thing (Moby Dick). Proper nouns are capitalized. Common nouns name classes of people (singers), places (cities), or things (books) and are not capitalized.

relative clause A clause introduced by a relative pronoun, such as who, which, that, or by a relative adverb, such as where, when, why.

relative pronoun A pronoun that connects a dependent clause to a main clause in a sentence: who, whom, whose, which, that, what, whoever, whomever, whichever, and whatever.

restrictive term, element, clause A phrase or clause that limits the essential meaning of the sentence element it modifies or identifies. Professional athletes *who perform exceptionally* should earn stratospheric salaries. Since there are no commas before and after the italicized clause, the italicized clause is restrictive and suggests that only those athletes who perform exceptionally are entitled to such salaries. If commas were added before *who* and after *exceptionally*, the clause would be nonrestrictive and would suggest that *all* professional athletes should receive stratospheric salaries.

sentence fragment A group of words that is not grammatically a complete sentence but is punctuated as one: Because it mattered greatly.

subject The noun or pronoun that indicates what a sentence is about, and which the principal verb of a sentence elaborates. *The new Steven Spielberg movie* is a box office hit.

subordinate clause A clause dependent on the main clause in a sentence. After we finish our work, we will go

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syntax The order or arrangement of words in a sentence. Syntax may exhibit parallelism (*I came, I saw, I conquered*), inversion (*Whose woods these are I think I know*), or other formal characteristics.

out for dinner.

tense The time of a verb's action or state of being, such as past, present, or future. Saw, see, will see.

transition A word or group of words that aids coherence in writing by showing the connections between ideas. William Carlos Williams was influenced by the poetry of Walt Whitman. *Moreover*, Williams's emphasis on the present and the immediacy of the ordinary represented a rejection of the poetic stance and style of his contemporary T. S. Eliot. *In addition*, Williams's poetry

transitive verb A verb that requires a direct object to complete its meaning: They washed their new car. An *intransitive verb* does not require an object to complete its meaning: The audience *laughed*. Many verbs can be both: The wind *blew* furiously. My car *blew* a gasket.

verb A word or group of words that expresses the action or indicates the state of being of the subject. Verbs *activate* sentences.

verbal A verb form that functions in a sentence as a noun, an adjective, or an adverb rather than as a principal verb. *Thinking* can be fun. An *embroidered* handkerchief. (See also gerund, infinitive, and participle.)

voice The attribute of a verb that indicates whether its subject is active (Janet played the guitar) or passive (The guitar was played by Janet).

Glossary prepared by Robert DiYanni.

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DOYLE & CPOMPANY LLP AML Staff Training (Introduction to AML and CDD)

Staff Reading Requirements

- All employees must familiarise themselves with the Law Society of Ireland's Guidance Notes for Solicitors on Anti-Money Laundering Obligations The Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (attached to 'Policy & Procedure' Folder on expd8 (hereinafter the "Law Society Guide")
- 2. Doyle & Company LLP's AML Policy (Based on Law Society Template)
- 3. Doyle & Company LLP's AML Documents:
 - i) Customer Risk Assessment.
 - ii) Business Risk Assessment.
 - iii) File Opening Form.
 - iv) File Closing Form.
 - v) CDD Interim Review.

AMP Policy applies to:

"(a) the provision of assistance in the planning or execution of transactions for clients concerning any of the following:

- (i) buying or selling land or business entities;
- (ii) managing the money, securities or other assets of clients;
- (iii) opening or managing bank, savings or securities accounts;
- (iv) organising contributions necessary for the creation, operation or management of companies;
- (v) creating, operating or managing trusts, companies or similar structures or arrangements;

(b) acting for or on behalf of clients in financial transactions or transactions relating to land;"

Conduct we are obliged to report

Section 7(1) of the Act provides as follows: "A person commits an offence if – a) the person engages in any of the following acts in relation to property that is the proceeds of criminal conduct:

(i) concealing or disguising the true nature, source, location, disposition, movement or ownership of the property, or any rights relating to the property;
(ii) converting, transferring, handling, acquiring, possessing or using the property;
(iii) removing the property from, or bringing the property into, the State, and
(b) the person knows or believes (or is reckless as to whether or not) the property is the proceeds of criminal conduct."

Client Due Diligence (CDD)

To be carried out prior to establishing a business relationship with the client;
Adopt Risk based approach

Conveyancing

Low Risk Person

- E.g. Getting a mortgage (over 70% of purchase price)

Apply the following CDD

- 1. Identify Purchaser (and beneficial owner, if different): Obtain:
 - i) Passport/drivers licence;
 - ii) Proof of address.
 - iii) Obtain Confirmation of their PPS number
- 2. Note Source and origin of funds
 - Note how (or from whom) obtaining balance funds
 - Note occupation of purchaser
- 3. Conduct Ongoing Monitoring

*Beneficial owner would be the person living in the house or benefiting from its ownership.

Medium Risk

-e.g. Cash Purchaser

Apply the following CDD

- 1. Identify Purchaser (and beneficial owner, if different): Obtain:
 - i) Passport/drivers licence;
 - ii) Proof of address.
 - iii) Obtain Confirmation of their PPS number
- 2. Note Source and origin of funds
 - Note how (or from whom) obtaining balance funds
 - Note occupation of purchaser
- 3. Source and origin of funds
 - Note how (or from whom) obtaining balance funds
 - get bank statements exhibiting the source of the funds
- 4. Conduct Ongoing Monitoring

CDD for Companies

- i) Company identity Obtain its constitution;
- ii) Passport / Drivers licence of Beneficial owner (eg over 25% shareholder);
- iii) Noto Info on purpose of Business Relationship;

- Occupation of the beneficial owners.
- iv) Note Expected source and origin of funds.
 - Obtain bank statements if cash purchaser

Purchaser living abroad

- 1. Identify Purchaser (and beneficial owner, if different): Obtain:
 - i) Passport/drivers licence;
 - ii) Proof of address.
 - iii) Obtain Confirmation of their PPS number
- Confirm who will be living in a house there and their identity

 Passport/drivers licence and proof of address
- 3. Source and origin of funds
 - Note how (or from whom) obtaining balance funds
 - get bank statements exhibiting the source of the funds
- 4. Conduct Ongoing Monitoring

Probate

- 1. Identify Client and Beneficiaries . Obtain:
 - i) Passport/drivers licence;
 - ii) Proof of address.
 - iii) Obtain Confirmation of their PPS number
- 2. Source of Funds clear from file.

All Other Files

- 1. Identify Client. Obtain:
 - i) Passport/drivers licence;
 - ii) Proof of address.
- 2. Source and origin of funds
 - Note how (or from whom) obtaining balance funds
 - get bank statements exhibiting the source of the funds
- 3. Conduct Ongoing Monitoring

Reporting

8.2 Section 42(1) requires a designated person to report to the Garda Síochána and the Revenue Commissioners any knowledge or suspicion they have that another person is engaged in money laundering or terrorist financing.

"42. -(1) A designated person who **knows**, **suspects or has reasonable grounds to suspect**, on the basis of information obtained in the course of carrying on business as a designated person, that another person has been or is engaged in an offence of money laundering or terrorist financing shall report to the Garda Síochána and the Revenue Commissioners that knowledge or suspicion or those reasonable grounds."

Procedures:

- 1. Any suspicion should be reported to the firms AML officer for further investigation.
- 2. Fee Earner briefs AML Officer
- 3. AML Offer Reviews
- 4. Fee Earner and AML Officer meet and discuss the file.
- 5. Decision is made as to:
 - i) Whether client is taken on (If instructions not yet accepted)
 - ii) Whether further action should be obtained.
 - iii) Where report should be made

Any suspicion should be reported to the firms AML officer for further investigation. Reporting followed as per Law Society Guide.

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DOYLE & COMPANY LLP:

DATE: 10 January 2021

VERSION CONTROL:

Date	Change	Name of person reviewed by
11 November 2019	Created	Caolan Doyle
31 August 2020	Yearly Review – change firm name	Caolan Doyle
10 January 2021	Yearly Review	Caolan Doyle

POLICY STATEMENT/OVERVIEW SECTION

Doyle & Company LLP take a zero tolerance approach to being involved in illegal/illicit activity, and will fully comply with all relevant sections of the Criminal Justice (Money Laundering and Terrorist Offences) Act 2010 ('the 2010 Act'), the Criminal Justice (Money Laundering and Terrorist Offences) (Amendment) Act 2018 and the Solicitors (Money Laundering and Terrorist Financing Regulations) 2016 (SI 533 of 2016).

It is important that all staff are aware of the serious consequences for failure to comply with statutory AML duties when the firm provides an AML-regulated legal service. It is a crime not to comply with statutory AML duties. It is equally important for all staff to ensure that they do not unwittingly commit the offence of money laundering by not being alert to money laundering red flags.

All partners and employees of the firm are under an obligation and duty to comply with the Act.

Section 54(1) requires firms to adopt internal policies, controls and procedures (PCPs) to prevent and detect ML and TF. These policies and any related controls and procedures aim to help partners and staff fulfil their responsibilities, by providing a clear framework, along with setting out, the firm's key principles and obligations. Section 54(2) requires staff in solicitors' firms to follow the firm's PCPs when providing AML-regulated legal services.

AML LEGISLATIVE FRAMEWORK SECTION

Statutory compliance duties under the Act include:

- Business Risk Assessments
- Policies, Controls and Procedures (PCPs)
- Customer Risk Assessments to determine extent of Customer Due Diligence ('CDD') measures
- CDD measures
- Reporting
- AML Record Keeping
- AML Training

AML-regulated legal services

The above AML obligations only arise where a solicitor participates in certain types of legal work. This work is specified in the definition of the term "relevant independent legal professional" contained in section 24(1) as a solicitor who carries out any of the following services:

"(a) the provision of assistance in the planning or execution of transactions for clients concerning any of the following:

- (i) buying or selling land or business entities;
- (ii) managing the money, securities or other assets of clients;
- (iii) opening or managing bank, savings or securities accounts;

(iv) organising contributions necessary for the creation, operation or management of companies;

- (v) creating, operating or managing trusts, companies or similar structures or arrangements;
- (b) acting for or on behalf of clients in financial transactions or transactions relating to land;"

Accordingly, legal activities falling outside these categories are exempt from AML CDD.

Irrespective of whether an AML-regulated legal service is being provided, a solicitor must always remain alert to the risk of unwittingly committing the substantive offence of money laundering or terrorist financing. See further Chapters 2 and 9 of 2010 Guidance and Section 2 of the 2018 Guidance.

Verifying the identity of all clients irrespective of whether an AML-regulated legal service is provided

It is the firm's policy to follow the Law Society's best practice guidance to verify the identity of **all** clients irrespective of whether statutory AML CDD arises.

Key responsibilities of staff therefore include (but are not limited to):

- Conducting an adequate Customer Risk Assessment and appropriate CDD on clients and transactions;
- Staying alert to potential money laundering or terrorist financing activity;
- Reporting any suspicious activity in respect of clients or transactions to the firm's MLRO;
- Avoiding discussing any potential or actual reports of suspicion with clients or any third parties ("Tipping off")
- Referring any queries or requests from An Garda Siochana, Revenue, CAB or the FIU to the MLRO or Senior Management;
- Undertaking any AML-related training provided by the Firm;
- Keeping appropriate records of all AML related activity;
- Exercising extreme caution in relation to the acceptance of cash or the provision of firm's client account details. All staff must adhere to policies in relation to cash and client accounts.
- Ensuring that they do not unwittingly commit the offence of money laundering by being alert to money laundering red flags.

BUSINESS RISK ASSESSMENT SECTION:

Section 54(3)(k) requires PCPs which detail internal systems and controls to identify emerging risks and keep business-wide risk assessments up to date.

The partners believe **Doyle & Company LLP** is at a medium risk of being mis-used by clients to launder the proceeds of crime. This is based on the outcome of the firm's Business Risk Assessment (attached) and the following factors:

- We are a full service general practice Law firm and offer services in the following areas:
 - i. Personal injury claims
 - ii. Enduring power of attorney
 - iii. Property, buying and selling
 - iv. Wills and probate
 - v. Family law
 - vi. Employment law
 - vii. Medical negligence
- viii. Legal Gender recognition
- ix. Commercial property purchase and sales

- x. Commercial Lease and Contracts
- xi. Commercial Litigation
- xii. Dispute resolutions
- xiii. Charity Law
- Our clients are typically Irish citizens based in Ireland.
- The majority of our clients are low risk individuals involved in low risk transactions.
- Mostly face-to-face contact with clients.
- We have a mix of repeat clients and one off clients, particularly in residential property. Clients buying their family home would often be a new client to the firm.
- The geographical location of the firm is urban, servicing mainly the residence of Dublin 7 and Dublin 15.
- There is a very limited international element to our business. We treat international business with caution.
- New clients come from a mix of referrals, word of mouth and advertisement.

Accordingly, our business risk assessment is summarised as follows:

(1) Client demographic is low risk because:

- a stable existing client base
- meeting clients face-to-face is the normal practice
- clients normally resident in Ireland or very much connected with Ireland
- clients normally do not have complex ownership structures/trusts
- In relation to purchasing a property, the vast majority of our clients would be obtaining mortgage funds from a bank for 90% of the value of the house. AML procedures are carried out on the 10% residue.

The firm has controls in place to mitigate and manage potential departures from our typical low risk client demographic.

(2) Legal services are also low risk:

- non-complicated financial or property transactions/trusts
- it would be unusual for payments to be made to or received from third parties.
- Payments made by cash are rare.
- Transactions paid through cash are not accepted.
- transactions with a cross-border element are rare.

The services we provide and our client base is relatively simple, involving few unusual services with most clients falling into similar categories.

The firm has controls in place to mitigate and manage potential departures from our typical low risk legal services.

CUSTOMER RISK ASSESSMENT SECTION:

Section 54(3)(a) requires every firm to have policies, controls and procedures (PCPs) relating to "identification, assessment, mitigation and management" of ML/TF risk factors.

In addition, section 54(3)(d) requires PCPs which enable the "identification and scrutiny of complex or large transactions, unusual patterns of transactions that have no apparent economic or visible lawful purpose and any other activity that the designated person has reasonable grounds to regard as particularly likely, by its nature, to be related to money laundering or terrorist financing."

Section 54(3)(e) requires PCPs which include measures to be taken "to prevent the use for money laundering or terrorist financing of transactions or products that could favour or facilitate anonymity."

Here, detail the firm's approach/procedures for customer risk assessments, including

- Information from the Society's 2018 Guidance "What does section 30B mean in practice for solicitors?" in Section 4
- Customer risk assessment is part of Doyle & Company LLP's file opening form (attached)
- Information about the firm's customer risk assessment process or template (if applicable)
- Clarification that customer risk assessment and CDD is best undertaken before deciding to provide an AML-regulated legal service
- The Fee Earner is responsible for risk assessment
- Detailing the decision-making process, based on Customer Risk Assessment, are made as part of Doyle & Company LLPs File opening and closing forms and also once funds are transferred.
- decisions whether to provide an AML-regulated legal service and the extent of CDD measures to be applied will be made by the Fee Earner or Partner, if high risk.
- The customer risk assessment is reviewed at the beginning, on funds transfer stage and at the end of the file.
- Red flag indicators for Doyle & Company LLP:
 - Purchasers not obtaining a mortgage would be considered medium or high risk and, as such, standard CDD or enhanced CDD must be carried out on these clients. It is the firms policy not to accept cash payments, but source of funds is reviewed from the clients bank statements.
 - Sale clients who pose a medium risk ML/TF, include clients with the following flags;
 - i) New sale clients
 - ii) Non-EU based clients the firm would have very little non-EU based clients, but would treat same with caution.
 - iii) Clients who run high cash turnover business or high value goods business.
 - Charity Law we have a very limited number of charity law clients and due diligence is carried out on them in relation to any source of funds and the beneficial owners of these charities.
 - There is a very limited international element to our business. We treat international business with caution.
 - The sale/purchase of a property for a large amount of money.
 - Clients from outside the EU seeking to transfer funds into Ireland
 - Transactions which are complex or do not fit the usual pattern including property purchase sales.
 - Transactions in which the client is pressuring for closing in a short time scale.
 - Transaction where the source of funds or the party in the transaction changes.

RED FLAGS / RISKS

Control process for what happens when red flags/risks are identified.

8.2 Section 42(1) requires a designated person to report to the Garda Síochána and the Revenue Commissioners any knowledge or suspicion they have that another person is engaged in money laundering or terrorist financing.

"42.-(1) A designated person who **knows**, **suspects or has reasonable grounds to suspect**, on the basis of information obtained in the course of carrying on business as a designated person, that another person has been or is engaged in an offence of money laundering or terrorist financing shall report to the Garda Síochána and the Revenue Commissioners that knowledge or suspicion or those reasonable grounds."

Procedures:

- 1. Any suspicion should be reported to the firms AML officer for further investigation.
- 2. Fee Earner briefs AML Officer
- 3. AML Offer Reviews
- 4. Fee Earner and AML Officer meet and discuss the file.
- 5. Decision is made as to:
 - i) Whether client is taken on (If instructions not yet accepted)
 - ii) Whether further action should be obtained.
 - iii) Where report should be made

CUSTOMER DUE DILIGENCE PROCEDURES SECTION:

Section 54(3)(b) requires PCPs which detail the firm's CDD measures.

Here, detail firm's procedures in relation to establishing identification and verification (ID&V), know your client (KYC), source of funds enquiries, ongoing monitoring etc.

- Solicitor is responsible for establishing ID&V/how this is undertaken
- All CDD to be completed prior to deciding to provide an AML-regulated legal service)
- Types of CDD required depending on the Customer Risk Assessment outcome:

1. Standard (Sections 33 and 35)

- (1) Identifying the client and verifying the client's identity
- (2) Identifying the beneficial owners and taking measures reasonably warranted by the ML/TF risk to verify their identity
- (3) Obtaining information reasonably warranted by the risk of ML/TF on the purpose and intended nature of the business relationship
- (4) Conducting ongoing monitoring

2. Simplified (section 34A)

Section 34A permits simplified due diligence to be undertaken where the solicitor determines that the business relationship or transaction presents a low risk of money laundering or terrorist financing on the basis of specific statutory criteria.

3. Enhanced (sections 37 and 39)

The legislation prescribes the following four specific circumstances when enhanced due diligence measures must be applied:

- (1) Complex/Unusual transactions Section 36A
- (2) Ascertain PEP status where there is a risk client is involved in ML/TF, then Section 37 Detail the firm's policies for identifying PEPs and measures to be applied (these will be dependent upon the outcome of the firm's Business Risk Assessment and please see Section 5 of the 2018 Guidance for detailed information about PEPs)
- (3) Client is established or resides in a high-risk third country Section 38A Detail the firm's policies for AML-regulated legal services where client is established or resides in a high-risk third country (please see Section 5 of the 2018 Guidance for detailed information about high-risk third countries).
- (4) Business relationship (client or AML-regulated legal service) is high risk for ML/TF Section 39

N.B. Doyle & Company LLP is cognisant of the Law Society's recommendation that solicitors consider the extent to which they might unwittingly commit the substantive offence of money laundering by providing a high risk legal service which requires enhanced CDD measures. Solicitors should document their thought process and detail their KYC (knowledge of client) when determining whether to provide a high risk AML-regulated legal service. The exercise of 'documenting your thought process' when ML/TF red flags are present can greatly assist a solicitor in the future should an AML-regulated legal service ever be examined by an Investigating Accountant or investigated by the CAB or the FIU. See further the firm's PCPs below about **ML/TF Risk Management Practices/Controls.**

CDD Controls

•

A firm's CDD system can document:

- CDD is to be undertaken at the beginning, on funds transfer and at the end of every file.
 - Information to be recorded on client identity:
 - a. Passport/drivers licence;
 - b. Proof of address
 - c. Obtain Confirmation of their PPS number
- Discretion on the level of verification to be undertaken in any particular case lies with the AML Partner, if Fee earner is not able to obtain the required CDD documentation.
- Simplified due diligence may occur with the following low-risk persons:

- a. Purchaser getting a mortgage of over 70% of purchase price
- b. Will and Probate clients
- c. Family law clients
- d. Employment law clients
- Steps to be taken for enhanced due diligence:
 - a. Identify Purchaser (and beneficial owner, if different): Obtain:
 - i. Passport/drivers licence;
 - ii. Proof of address.
 - iii. Obtain Confirmation of their PPS number
 - b. Note Source and origin of funds
 - i. Note how (or from whom) obtaining balance funds
 - ii. Note occupation of purchaser
 - c. Source and origin of funds
 - i. Note how (or from whom) obtaining balance funds
 - ii. get bank statements exhibiting the source of the funds
 - d. Conduct Ongoing Monitoring
- Steps to be taken, if ML/TF risk, to ascertain whether your client is a high-risk or low-risk PEP and subsequent controls that will be put in place.
- CDD needs to occur at the start of the transaction. Request for CDD in initial letter of instructions. Delayed CDD is permitted in exceptional circumstances, if Fee Earner deems the delay reasonable.
- CDD on existing clients carries out at the start of each new matter and in any event every 3 years.
- The following ongoing monitoring is required:
 - a. Random file audits.
 - b. File opening form must be completed prior to opening a file.
 - c. File closing form must be completed when a file is closed.
 - d. CDD must be conducted on funds transfer stage.
 - e. Maintain a Compliance Officer's log to include situations brought to their attention, queries from staff and reports made.
 - f. Staff must report to the Compliance Officer, Caolan Doyle.
 - g. Annual review of policy by Compliance Officer.

Reliance

The solicitor retains responsibility for ensuring that its client due diligence obligations have been met. The solicitor must undertake ongoing monitoring of all clients, even where they have relied on a third party to meet other client due diligence options.

The circumstances where a solicitor can reply on another regulated person where they are:

- a) A person, carrying on business as a designated person in the State:
 - i. that is a credit institution;
 - ii. that is a financial institution (other than an undertaking that is a financial institution solely because the undertaking provides foreign exchange, or money transmission, services);
 - iii. who is an external accountant or auditor and who is also a member of a designated accountancy body;
 - iv. who is a tax adviser and who is also a member of a designated accountancy body, the Irish Taxation Institute or the Law Society of Ireland;
 - v. who is a relevant independent legal professional; or
 - vi. who is a trust or company service provider, and who is also a member of a designated accountancy body or of the Law Society of Ireland or authorised to carry on business by the Central Bank and Financial Services Authority of Ireland; or

b) A person carrying on business in another Member State who is supervised or monitored for compliance with the requirements specified in the Third Money Laundering Directive,6 and is:

- i. a credit institution authorised to operate as a credit institution under the laws of the Member State;
- ii. a financial institution (other than an undertaking that is a financial institution solely because the undertaking provides foreign exchange, or money transmission, services) and authorised to operate as a financial institution under the laws of the Member State; or
- iii. an external accountant, auditor, tax adviser, legal professional or trust or company service provider subject to mandatory professional registration or mandatory professional supervision under the laws of the other Member State; or

c) A person who carries on business in a place designated under section 31 of the legislation, is supervised or monitored in the place for compliance with requirements equivalent to those specified in the Third Anti-Money Laundering Directive, and is

- i. a credit institution authorised to operate as a credit institution under the laws of the place;
- ii. a financial institution (other than an undertaking that is a financial institution solely because the undertaking provides foreign exchange, or money transmission, services) authorised to operate as a financial institution under the laws of the place; or
- iii. an external accountant, auditor, tax advisor, legal professional or trust or company service provider subject to mandatory professional registration or mandatory professional supervision under the laws of the place.

The steps Doyle & Company LLP take when relying on another regulated person to satisfy themselves that they have complied fully with the requirements of the Regulations:

- Obtain confirmation from the third party that they recognise that the solicitor is relying upon them for the purposes of meeting CDD obligations (except for ongoing monitoring)
- The solicitor must obtain sufficient information in relation to the client to undertake the necessary monitoring according to the solicitor's own assessment of the risk presented by the client or the services being provided to the client.
- The solicitor should confirm with the third party that the third party will keep the identification and verification data and other relevant documentation on the identity of the client where it accepts the obligation to provide information as soon as practicable on request.

Important information about reliance on others

In relation to the legality of funds, the acceptance of funds by one designated body (e.g. a bank) is not necessarily an indication of the legality of those funds. This is for a variety of reasons including the fact that once a report has been made there is the risk of the tipping off offence/offence of prejudicing an investigation (this precludes a person who has made a report from informing another person that a report has been made).

Chapter 7 of the 2010 Guidance Notes provides guidance in relation to third party reliance. It is important to note that the fact that one designated entity (a third party) is carrying out its own CDD to meet its AML obligations, does not negate the need for any other designated person to carry out CDD to satisfy their own AML obligations. Accordingly, each designated person (whether a solicitor, or a financial or credit institution, etc.) involved in a transaction must carry out their own individual CDD to satisfy their AML obligations. The statutory AML obligations of a designated entity will not be satisfied by simply seeking and/or receiving any form of "confirmation" from another designated entity involved in a transaction. Nor is any such practice envisaged under the AML legislation. As per the AML legislation, each designated entity is required to fulfil their own statutory AML obligations, and it remains their responsibility and statutory obligation to do so, regardless of what other designated entities in a transaction may or may not be doing to meet their AML obligations.

CASH & CLIENT ACCOUNT USE POLICY SECTION

Cash & Client Account Use Procedures adopted by the firm are:

- The firm's policy is to not accept cash (cash above a certain amount) for asset purchases
- The firm's policy is to not accept cheques/transfers from persons other than a client or another solicitor into their client account (or the circumstances in which they will do so)
- The firm's policy is to not provide client account details until after customer risk assessment, all CDD has been completed/decision to provide AML-regulated legal service has been made
- The firm's policy is to not provide client account details by email

The firm is mindful of the Society's 2010 Guidance in relation to cash and client account use which is as follows:

"Use of client accounts

9.13 Client accounts should only be used to hold client money for legitimate transactions for clients, or for another proper legal purpose. Money-launderers will seek to route 'dirty' money through a solicitor's client account in order to 'clean' it, either by asking for the money to be returned or by purchasing a clean asset with the funds.

Why is it important to establish a policy on handling cash?

9.15 Clients may attempt to circumvent such a policy by depositing cash directly into a solicitor's client account at a bank. Solicitors should avoid disclosing client account details as far as possible and make it clear that electronic transfer of funds is expected.

9.16 If a cash deposit is received, a solicitor will need to consider whether there is a risk of money laundering taking place and whether it is a circumstance requiring a report to the authorities.

Why is it important to monitor the sources of funds?

9.17 Solicitors should monitor whether funds received from clients are from credible sources. For example, it is reasonable for monies to be received from a company if the client is a director of that company and has the authority to use company money for the transaction.

9.18 However, if funding is from a source other than the client, a solicitor may need to make further enquiries, especially if the client has not informed the solicitor what they intend to do with the funds before depositing them into the account. If a solicitor decides to accept funds from a third party, perhaps because time is short, he/she should ask how and why the third party is helping with the funding.

9.19 Solicitors do not have to make enquiries into every source of funding from other parties. However, solicitors must always be alert to warning signs and in some cases will need to get more information.

9.20 In some circumstances, cleared funds will be essential for transactions and clients may want to provide cash to meet a completion deadline. Solicitors should assess the risk in these cases and ask questions if necessary.

Why is important to exercise care when disclosing client account details?

9.21 Solicitors should think carefully before disclosing client account details. Doing so could allow money to be deposited into the client account without their knowledge. If a solicitor needs to provide client account details, he/she should ask the client where the funds will be coming from. Will it be an account in their name, from Ireland or abroad? Solicitors should consider whether they are prepared to accept funds from any source about whom they have concerns."

2018 Guidance from the Law Society provides:

"A good rule of thumb is to always be cautious of proposed legal services which will involve the routing of funds from outside of the EU into the EU financial system via a solicitor's client account. Solicitors must question the ML/TF risk posed by allowing their client account to be used as an entry point for money into the EU financial system."

ML/TF RISK MANAGEMENT PRACTICES/CONTROLS

• In all cases staff follow Doyle & Company CDD policy at the beginning of a file, when funds are transferred and at the end of a file.

- Additional controls can be applied by ensuring the following are carried out: random file audits, file checklists to be completed before opening or closing a file and a compliance officer's log of situations brought to their attention, queries from staff and reports made
- Only the partners are permitted to exercise discretion on the risk-based application of the AML legislation, and the circumstances under which that discretion may be exercised
- Outsourcing of CDD obligations or reliance will not be permitted
- Cash payments will be accepted
- Payments will be accepted from or made to third parties only in exceptional circumstances or if they are a direct family member of the client.

Document your thought process if ML/TF red flags are present

PCPs can include the following information about what to do when ML/TF red flags are present to ascertain the ML/TF risk - the approach of documenting your thought process to ascertain money laundering risk.

When red flag(s) are present, staff may find it helpful to document their thought process, this approach allows solicitors to place all relevant circumstances in context and follow the FATF's (Financial Action Task Force) recommended method for interpreting red flags/indicators of suspicion which is as follows:

"...the methods and techniques used by criminals to launder money may also be used by clients with legitimate means for legitimate purposes. Because of this, red flag indicators should always be considered in context. The mere presence of a red flag indicator is not necessarily a basis for a suspicion of ML or TF, as a client may be able to provide a legitimate explanation. These red flag indicators should assist legal professionals in applying a risk-based approach to their CDD requirements of knowing who their client and the beneficial owners are, understanding the nature and the purpose of the business relationship, and understanding the source of funds being used in a retainer. Where there are a number of red flag indicators, it is more likely that a legal professional should have a suspicion that ML or TF is occurring."

When red flag(s) are present, the firm may decide not to take on new instructions, and/or a solicitor may cease to act and/or a report may be statutorily required. The solicitor must review the file with a partner and make a decision.

This is how the firm assesses and manages its money laundering and terrorist financing risk.

ONGOING MONITORING SECTION

Section 54(3)(c) requires PCPs relating to monitoring transactions and business relationships.

Section 54(3)(i) requires PCPs containing measures to keep documents and information relating to customers of that designated person up to date.

Please see 'How can ongoing monitoring of the business relationship be conducted?' in Section 5 of 2018 Guidance for detailed guidance.

In addition, section 54(j) requires PCPs which outline measures to be taken to keep documents and information relating to risk assessments up-to-date.

- This section should detail how, and at what frequency the firm undertakes ongoing monitoring of AML-regulated legal services/clients/business relationship
- This section can also address how the firm updates CDD for existing clients see Section 1- 2018 Guidance.
 - i. At the start of a transaction
 - ii. On funds transfer
 - iii. Before closing a file

REPORTING ML/TF SUSPICIONS SECTION

Section 54(3)(g) requires PCPs which detail reporting of suspicious transactions.

- The Compliance Officer of the Firm is Caolan Doyle
- He is responsible for:

- Scrutiny of unusual transactions highlighted by staff
- Deciding if a client can be taken on where there is a high risk of money laundering
- Reviewing suspicions from employees and deciding whether a report must be made
- All staff have a mandatory obliged to report any suspicion to the Compliance Officer for further investigation.
- Reports can be made verbally or in writing (if requested) and should include all details which caused suspicion and all actions taken.

Doyle & Company LLP require that comprehensive records of suspicions and reports are kept. These records may be necessary in the future in potential criminal proceedings and must be securely maintained due to their sensitivity/confidentiality. Such records may include notes of:

- ongoing monitoring undertaken and concerns raised by fee earners and staff
- discussions with the Compliance Officer regarding concerns
- advice sought and received regarding concerns
- why the concerns did not amount to a suspicion and a disclosure was not made
- copies of any disclosures made
- correspondence with the Gardai/Revenue
- decisions not to make a report which may be important for the MLRO to justify his or her position to law enforcement agencies in the future

MLRO/COMPLIANCE OFFICER RESPONSIBILITIES SECTION

- The Compliance Officer of the Firm is Caolan Doyle
- In addition to dealing with reports of ML/TF suspicions, he is responsible for:
- Ensuring all staff are trained to a level appropriate to their role
- Reviewing the firm's Business Risk Assessment and PCPs

Section 54(l) requires PCPs which provide for the monitoring and managing of compliance with and the internal communication of PCPs.

Firms must regularly review and update PCPs and maintain a written record of any changes made following such a review.

Firms must also maintain a written record of any steps taken to communicate your PCPs (and any changes) to staff.

Monitoring compliance will assist in assessing whether the PCPs that a firm has implemented are effective in identifying and preventing money laundering and terrorist financing opportunities within their practice.

Paragraph 10.9 of the Society's 2010 Guidance suggests that a review for the purposes of monitoring effectiveness should cover the following issues:

- 1. Procedures to be undertaken to monitor compliance, which may involve:
 - random file audits
 - file checklists to be completed before opening or closing a file
 - a compliance officer's log of situations brought to their attention, queries from staff and reports made
- 2. Reports to be provided to senior management on compliance
- 3. How to rectify lack of compliance, when identified
- 4. How lessons learnt will be communicated back to staff and fed back into the risk profile of the practice

AML RECORD KEEPING SECTION

Section 54(3)(h) requires PCPs which address record keeping.

AML documentation and CDD will be kept on file until the file is destroyed in line with our archiving and data protection policy. Files are kept for distinct times depending on the practice area in 1 of 3 archive boxes:

- 1. 12 year boxes (Probate & Conveyancing)
- All Probate files
- All Conveyancing files
- 2. 6 years
- Family Law
- Litigation Files
- All other Files

3. Infant Ruling & Trust Probate

- Infant Ruling Must be kept for 6 years after infant becomes 18 years
- Probate Trust- Probate files that involve a Trust been set up- to be kept 12 years after expiry of Trust
- Pam /Solicitor to advise Rona on closing if any probate involves a trust

Relevant records include:

- AML Policies, Procedures, Manuals
- Risk Assessments
- CDD/KYC material
- Evidence of staff training
- Suspicious Activity Reports

AML records must be kept for a minimum of 5 years (and no longer) after the relationship has ended or the transaction has been concluded.

See Chapter 11 of 2010 Guidance and 'Reliance and record keeping' in Section 3 of 2018 Guidance.

AML TRAINING OF PARTNERS & STAFF SECTION

- All staff have been provided with Law Society Guidance to read
- Staff in conveyancing training for AML and TF.
- Training takes place annually.
- Staff will be kept up-to-date or emerging risk factors/new developments for the firm.
- A note of training provided.

RELATED DOCUMENTS SECTION

Detail any internal firm documents, procedures which underpin/support the PCPs:

- Business Risk Assessment.
- Customer Risk Assessment Form.
- File Opening Form.
- File Closing Form.
- AML Interim Risk Assessment.
- CDD Staff Training Guide (Introduction to AML/TF and CDD).

The Society accepts no responsibility for any compliance failures or loss incurred as a result of reliance on this example PCP. Solicitors' firms must always ensure they are in compliance with all of their statutory AML obligations. The Law Society is grateful to the Law Society of Scotland on whose template PCP this sample document is based, adapted for the Irish legislative framework.



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Doyle & Company LLP

Instructions

Instructions

- The Law Society has developed this sample adaptable Questionnaire to assist solicitors when assessing ML/TF risk particular to the legal sector.
- The questionnaire is designed to be used in conjunction with the sample adaptable 'Document your Customer Risk Assessment' Forms.
- This questionnaire details risk factors and questions which can be considered when assessing the risk of an AMLregulated legal service. Please use the notes column to summarise observations/assessment of risks involved where the issue is applicable to the client/transaction being considered.
- Not all questions will be relevant or applicable to all situations. Conversely, the questions outlined are <u>non-exhaustive</u> there may be other pertinent risk factors which should be taken into account, dependent upon the nature of the client/transaction being considered. The Law Society recommends that all employees in solicitors' firms develop their knowledge of legal sector ML/TF risks by accessing the comprehensive resources in 'Step 1 Develop your knowledge of ML/TF risks inherent in legal services' in Section 2 2018 Guidance.
- Chapter 9 of the Society's 2010 Guidance Notes also details non-exhaustive red flags/indicators of suspicion. Highlights include:
 - Activities which have no apparent purpose, make no obvious economic sense, involve unusual losses, are unnecessarily complex, involve non-resident accounts, companies or structures, activities are without reasonable explanation/out of the ordinary range of services/inconsistent with client (paragraph 9.5)
 - Excessively obstructive/secretive clients, clients who insist transactions be done inordinately quickly, use aliases, recent new relationships with financial entities, legal fees paid by third parties or in cash, avoids providing identification for group of companies by offering agent identification only (paragraph 9.6(a))
 - Transactions involving areas outside of Ireland/no apparent ties to Ireland/crosses many international lines/involves wire transfers/foreign currency exchanges with locations of concern/known to facilitate money laundering/secretive banking and corporate law/illicit drug production/no effective AML system (paragraph 9.6(f))
 - Property transactions where client arrives at a closing with a significant amount of cash/property purchased in the
 name of nominees (associates/relatives)/requests for name not to be connected with property/requests for different
 names to be used on different documents/last minute name substitutions/property below market value with an
 additional "under the table" payment/deposits paid by a third party/cash deposits/unusual source or offshore bank
 deposit/corporate veil purchases when inconsistent with ordinary business practice of client/property purchases
 without inspecting property/multiple property purchases in short time period with few concerns about location,
 condition/rent paid or amount of a lease in advance using a large amount of cash (paragraph 9.6(h)
 - Cash (large payments in actual cash/lodged to accounts) (paragraph 9.14 to 9.16)
- In addition, the Guidance Notes highlight potential issues with companies and non-face-to-face transactions as follows:
 - "It is ... generally recognised that the use of companies, even when fronted by legitimate trading companies, are the most likely vehicles for large scale money laundering" (paragraph 6.21)

Doyle & Company LLP Customer Risk Factor Questionnaire – Based on Law Society of Ireland Sample Form (Version 1)

- "Any mechanism (e.g. post, telephone, or electronic) that avoids face-to-face contact between a solicitor and a prospective new client inevitably poses challenges for client identification. Legal services conducted on the Internet adds a new dimension to risks and opens up new mechanisms for fraud and money laundering" (paragraph 6.20)
- Solicitors should refer to section 4 of 2018 Guidance for complete guidance about Customer Risk Assessments. In summary, solicitors have a statutory duty, when assessing ML/TF risk of each AML-regulated legal service, to have regard to:
 - 1. their firm's Business Risk Assessment,
 - 2. information about legal sector risk in the National Risk Assessment
 - 3. guidance about risk issued by the Law Society
 - 4. any relevant risk variables, including at least the following:
 - (i) the purpose of an AML-regulated legal service
 - (ii) the level of assets/size of transactions undertaken
 - (iii) the regularity of transactions or duration of the business relationship
 - 5. the presence of any potentially low risk factor specified in Schedule 3
 - 6. the presence of any potentially high risk factor specified in Schedule 4

After you have completed the questionnaire, the next step is to 'document your thought process' in one of the Customer Risk Assessment Forms relevant to the current stage of the instruction.

Doyle & Company LLP Customer Risk Factor Questionnaire – Based on Law Society of Ireland Sample Form (Version 1)

CLIENT RISK	NOTES
 STATUS OF CLIENT How well do you know your client and background? Is your client known to you personally/existing client, or new business relationship? Is your client a PEP? Has your client been introduced to you by a 3rd Party? Is the instruction from your client channelled through a 3rd party? If so, why? Are you aware of your client having any links to criminality? 	
 FACE-TO-FACE CONTACT Have you met with your client face-to-face or is it a non-face-to-face transaction? Non-face-to-face is a factor suggesting potentially higher risk. If non-face-to-face, are you comfortable there is a legitimate reason for this and what is the reason? 	
 LOCATION OF CLIENT Where is your client based? Locally/Ireland/EU/other international location? Is your client based/resident/linked to a high risk jurisdiction/high risk third country? Does your client have connections to a jurisdiction where ML controls may not be as tight as in the EU? Are funds being sent to/from any of these places? 	
 ID & ADDRESS VERIFICATION Has your client provided acceptable standard ID and address verification? Has your client provided acceptable non-standard ID and address verification? Have you been able to confirm the authenticity/professional status of the certifier of any copies of ID/address verification? Has your client been cooperative in the process or have they delayed providing ID and address verification / appeared reluctant to do so? 	
 FINANCIAL PROFILE OF CLIENT Does the stated source of wealth / source of funds and the amount of money involved stack up with what you know of your client, for example given their age and occupation? (if no, or other ML/TF risks arise, enhanced CDD may require establishing source of wealth and source of funds) Is your client involved in / run a high risk or high cash turnover business? Is there the potential that the funds are from untaxed income? Is there a potential the funds are the proceeds of fraud/social welfare fraud? 	

Doyle & Company LLP

Customer Risk Factor Questionnaire - Based on Law Society of Ireland Sample Form (Version 1)

ML-REGULATED LEGAL SERVICE RISK	NOTES
TYPE OF LEGAL SERVICE	
Could the type of transaction be used for the purposes of money laundering or	
is it at a higher risk of money laundering?	
- Eg, Will / Power of Attorney - lower risk	
- Estate Agency / Conveyancing / Commercial Property - higher risk	
Does the transaction make sense or is it overly complex given the underlying	
nature of the business being conducted?	
Does it make sense that your client has asked your firm to carry out this type of	
transaction? (e.g. is it within your area of expertise/local geographical area?)	
VALUE OF LEGAL SERVICE/ASSET/TRANSACTION	
Does the value of the transaction appear to fall within the financial means of	
your client, given their income and savings?	
SOURCE OF FUNDS	
Is the source of funds clear and identifiable?	
Are funds coming from a recognised financial/credit institution (e.g. a loan or	
mortgage) or are they personal funds? If no loan or mortgage, enquire into the	
source of wealth. It may be prudent to ask for some supporting evidence to	
confirm the information provided and then reconsider the ML/TF risks involved.	
Is any funding coming from overseas? From where? From who? Connection to client?	
Are any of the funds being paid by a third party otherwise unconnected to the transaction?	
Does your client seek to change the source of funds at the last minute?	
Has your client paid excess funds into your client account? Why/How?	
Is it being proposed that funds come from outside the EU and gain entry to the	
EU financial system for the first time via your client account?	
Could the client be trying to route funds through the solicitor without an	
underlying transaction? [N.B. This would be contrary to the Solicitors'	
Accounts Regulations and solicitors' firms should not provide a banking service	
for their clients: "Client accounts should only be used to hold client money for	
legitimate transactions for clients, or for another proper legal purpose. Money-	
launderers will seek to route 'dirty' money through a solicitor's client account in	
order to 'clean' it, either by asking for the money to be returned or by purchasing a clean asset with the funds." (Paragraph 9.13 – 2010 Guidance)]	
purchasing a clean asset with the funds. (Faragraph 9.15 – 2010 Guidance)]	
I.B. Standard CDD requires solicitors to understand the client's source of	
unds/wealth. <u>Evidence</u> of source of funds/wealth is only required if there is a	
igh ML/TF risk and, in such circumstances, solicitors must consider	
whether any documentation could possibly negate the risk that the solicitor	
night themselves unwittingly commit the substantive offence of ML/TF by	
roceeding. Please see further 'Do I need to obtain evidence or "determine" the ource of funds?' and 'Establishing source of wealth and funds' in Section 5 - 2018	
Guidance	
DESTINATION OF FUNDS	
Has your client requested that proceeds of a transaction be paid to someone	
other than a lender or themselves?	
Are proceeds of a transaction to be paid to an overseas account?	

Reminder - After you have completed the questionnaire, complete the relevant 'document your thought process' form (provided separately) to document your thought process for individual ML/TF Customer Risk Assessment, CDD measures and any other compliance decisions.

The Law Society accepts no responsibility for any compliance failures or loss incurred as a result of reliance on this sample questionnaire. Solicitors' firms must always ensure they are in compliance with all of their statutory AML

Doyle & Company LLP Customer Risk Factor Questionnaire – Based on Law Society of Ireland Sample Form (Version 1)

obligations. The Law Society is grateful to the Law Society of Scotland on whose template form this questionnaire is based, adapted for the Irish legislative framework.



Doyle & Company LLP

Instructions

- The Law Society has developed this sample Business Risk Assessment to assist solicitors in complying with their section 30A obligation to carry out a business risk assessment.
- This sample must be adapted by firms to suits their firm's individual needs. No two Business Risk Assessments will be the same.
- See Section 2 2018 Guidance for comprehensive information about what section 30A requires.
- The statutory requirement to complete a Business Risk Assessment only applies to the AML-regulated legal services provided by solicitors' firms. However, solicitors' firms may wish to risk assess and develop PCPs to mitigate the ML/TF risk of sham/fraudulent litigation or debt collection.
- The factors outlined within this sample can be considered when assessing the <u>inherent</u> ML/TF risk to which your firm is exposed. Inherent ML Risk is not the same as actual ML risk, and is the risk inherent in your business <u>before</u> any mitigating factors or controls (policies, training, CDD etc.) are deployed. This document should be completed on that basis i.e. do not note any controls your firm deploys to mitigate its ML/TF risk in this document. Instead document your robust AML controls tailored to suit your firm's inherent ML/TF risks in your PCPs (sample provided separately).
- The factors outlined below are non-exhaustive- there may be other important risk factors which should be taken into account, dependent upon the size and nature of your firm.
- Business risk assessments must be reviewed and kept up to date in tandem with PCPs.
- Colour key:
 - Text in black can be used in your firm's Business Risk Assessment.
 - Text in blue can be adapted and developed by firms to suit their specific compliance needs.

<u>FIRM NAME:</u> Doyle & Company LLP

MLRO NAME:

VERSION CONTROL:

Date	Change	Name of person reviewed by
12 th November 2019		Caolan Doyle
11 th January 2021	Updated company structure	Caolan Doyle

	 Doyle & Company LLP is a medium firm with 14 full time and part time staff operating out of 2 premises, Dublin 7 and Dublin 15. The firm's full title is Finnian G. Doyle T/A Doyle & Company LLP Solicitors. Finnian G. Doyle and Caolan Doyle are the firm's partners. We are a full service general practice Law firm and offer services in the following and the following the follo
General Overview of Firm	 i. Personal injury claims ii. Enduring power of attorney iii. Property, buying and selling iv. Wills and probate v. Family law vi. Employment law vii. Medical negligence viii. Legal Gender recognition ix. Commercial property purchase and sales x. Commercial Lease and Contracts xi. Commercial Litigation xii. Dispute resolutions xiii. Charity Law Our clients are typically Irish citizens based in Ireland.
Credible sources of information about legal sector ML/TF risk	 Section 30A requires that regard is had to specific sources of information about risk factors particular to the legal sector. These are currently detailed in 'Step 1 – Develop your knowledge of ML/TF risks inherent in legal services' Section 2 – 2018 Guidance. Law Society of Ireland's Guidance Notes for Solicitors on Anti-Money Laundering Obligations The Criminal Justice (Money Laundering and Terrorist Financing) Act 2010. Solicitors (Money Laundering And Terrorist Financing) Regulations 2016. Criminal Justice (Money Laundering and Terrorist Financing) (Amendment) Act 2018 Law Society guidance 2018. National Risk Assessment – Ireland Money Laundering and Terrorist Financing. FATF Report Money Laundering and Terrorist Financing Vulnerabilities of Legal Professionals.

Specific Inherent ML/TF Risk Factors

The following Doyle & Company LLP Service activities are highlighted as vulnerable services by the National Risk Assessment Ireland Money Laundering and Terrorist Financing Document:

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- 1. Complicated Financial and Property Transactions
- 2. Establishing Charities.
- 3. Company and Trust Formation in our Will/Probate service trusts can be created.

The FATF Money Laundering and Terrorist Financing Vulnerabilities of Legal Professionals Guide also identifies the following additional areas;

4. Litigation although general litigation not ML/TF risk. If sham litigation is identified this should be investigated.

We engage in ML/TF risk transactions including

- i. Buying and selling residential property
- ii. Buying and selling commercial property.
- iii. Wills and probate.
- iv. Establishing Charities

Customer Risk Factors	 Information about the firm's assessment of ML risk inherent in its customer base. The majority of our clients are low risk individuals involved in low risk transactions. Residential conveyancing - the service provided by the firm is a risk for ML/TF. In relation to purchasing a property, the vast majority of our clients would be obtaining mortgage funds from a bank for 90% of the value of the house. AML procedures are carried out on the 10% residue. Purchasers not obtaining a mortgage would be considered medium or high risk and, as such, standard CDD or enhanced CDD must be carried out on these clients. Property sales - the vast majority of property sales are existing clients selling a home to buy another home. Most of our sale clients would be already been clients from the firm, when they purchased the property. The source of the funds can easily be identified by noting existing mortgage on the property and a note of the client's occupation is taken to confirm if it makes sense that the clients had discharged the mortgage to date. Sale clients who pose a medium risk ML/TF, include clients with the following flags; Non-EU based clients - the firm would have very little non-EU based clients, but would treat same with caution. Clients who run high cash turnover business or high value goods business. Charity Law - we have a very limited number of charity law clients and due diligence is carried out on them in relation to any source of funds and the beneficial owners of these charities. We have a mix of repeat clients and one off clients, particularly in residential property. Clients buying their family home would often be a new client to the firm. The geographical location of the firm is urban, servicing mainly the residence of Dublin 7 and Dublin 15.
Product/Service Risk Factors	 Information about the firm's assessment of ML risk inherent in the products/services it provides. The sale and purchase of real property – medium risk Creation of Charities – medium risk Litigation – low risk Will and Probate – lower risk Enduring Power of Attorney – lower risk Family law- lower risk

	• Employment law lower rick
	 Employment law – lower risk Commercial lititation – low (modium risk)
	 Commercial litigation – low/medium risk Commercial Leases – medium risk
	 Commercial Leases – medium risk Commercial property purchase and sale – medium risk
	• Commercial property purchase and sale – medium risk
Countries/ Geographical Risk Factors	 Information about the firm's assessment of ML risk inherent in its areas of practice/customer base. The firm has a very limited practice, which involves services outside of the EU. If we are asked to provide services for a potential client who lives abroad or operates their business' abroad, we carry out standard client due diligence or enhanced client due diligence depending on the circumstances.
Transaction Type Risk Factors	 The majority of the service provision offered by the firm is lower risk. There are some medium ML risk services which are outlined above. Higher risk transaction the firm might be asked to undertake to include the following:- The sale/purchase of a property for a large amount of money. Purchase of property for funds obtained without a mortgage – it is the firms policy not to accept cash payments, but source of funds is reviewed from the clients bank statements. Clients from outside the EU seeking to transfer funds into Ireland Transactions which are complex or do not fit the usual pattern including property purchase sales. Transactions in which the client is pressuring for closing in a short time scale. Transaction where the source of funds or the party in the transaction changes.
Delivery Channel Risk Factors	 Information about the firm's assessment of ML risk inherent in the delivery channels through which it provides legal services. The vast majority of our clients are required to meet with their Solicitor face to face. Client attendance at our office is required in medium risk ML/TF services at least once (e.g. in conveyancing our clients are to attend office to sign contracts and mortgage documentation) It is very rare for a client to complete this transaction without a face-to-face meeting. It is the company's general policy that the client must attend a face-to-face meeting. If for any reason we are asked to conduct a transaction on a non-face -to-face meeting medium or enhances due diligence will be carried out. The client will have a relationship with the Solicitor.
Overall Conclusion	In the above document, we have outlined the risk factors involved in services provided by Doyle & Company LLP Solicitors. Although a lot of the services we provide are lower risk of ML/TF, the following service provisions should be provided with caution: i. Buying and selling residential property ii. Buying and selling commercial property. iii. Wills and probate. iv. Establishing Charities In all cases, the Doyle & Company LLP AML and client due diligence policy should be followed for every transaction. As well as the usual client due diligence, it is now a requirement for all staff members to

closing form, to document your thought process in relation to AML risk.
Reporting Obligations are documented in the Doyle & Company LLP AML Policy.

* In relation to trusts and company services, the Society's regulatory obligations do not extend to bodies corporate providing trust and company services where such bodies corporate are owned and controlled by solicitors. A separate requirement exists for trust and company service providers to register with the relevant competent authority for trust and company service providers, namely the Department of Justice and Equality's Anti-Money Laundering Compliance Unit. Further information is available at <u>www.antimoneylaundering.gov.ie</u>. See further <u>MOU with the Department of Justice and Equality on TCSPs</u>.

The Society accepts no responsibility for any compliance failures or loss incurred as a result of reliance on this sample adaptable Business Risk Assessment. Solicitors' firms must always ensure they are in compliance with all of their statutory AML obligations. The Law Society is grateful to the Law Society of Scotland on whose template this sample document is based, adapted for the Irish legislative framework.