**Critical Dates Policy and Procedure**

**General Comments -**

* This is a template/precedent document only. It should be tailored as appropriate to suit the needs of each individual firm.
* All sections should be considered and implemented as deemed appropriate for the firm. This cover page should not be included.
* The LQSI cannot accept any responsibility for any errors or omissions contained in this template document.
* The document should be reviewed on an annual basis, or as required.

**Specific Comments –**

* This requires your firm’s input to tailor it to include what key dates your firm actually records and what exact procedure your firm actually follows.
* The policy was briefly updated in February 2021 to include a new section to ensure that there is a clear procedure in place for reviewing key dates when fee earners are working remotely
* This policy was updated to include reference to a new key date relating to ‘timely delivery of a defence’ pursuant to S.I. 490 of 2021 and S.I. 454 of 2022.

**The Legal Quality Standard of Ireland**

**Updated February 2023**

**CRITICAL DATES POLICY & PROCEDURE**

At *[name of firm]* we understand the importance of key dates and that it is absolutely essential to record key dates in such a way that they will not be overlooked*.* [*Name of firm*] operates a [*central diary / key dates register / personal diaries*]. 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 recorded 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 warranty claims
* dates for payment of deferred consideration
* dates referred to in undertakings
* break dates in leases
* court / tribunal deadlines/ hearing dates
* timely delivery of a defence in compliance with SI No 490/2021 and SI No 454/2022 – Rules of the Superior Courts (Procedure on Default) - see Appendix A for links and details

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

*(NOTE TO FIRM - ONLY LIST THESE CATEGORIES IF THEY ARE BEING RECORDED ON THE REGISTER. IF NOT, PROVIDE EXPLANATIONS AS TO WHAT OTHER CONTROLS ARE IN PLACE FOR THESE KEY DATES, e.g. stamping on closing etc)*

**Procedure**

On receiving notification of a relevant time limit or on completion of any transaction you must notify [*name of employee*] of any relevant key date. [*Name of employee*] will maintain the register and will remind you to complete the relevant task before the expiry of the notified time limit.

Files that are subject to key dates will have a label placed on the cover of the file so it can be seen at a glance that there are key dates involved. The key date is also to be noted on the File Opening Form and entered on the Case Management System. Fee earners will update their own personal diaries and make a backup entry in the central diary (either manual or computerized). [*Amend this paragraph to reflect the firm’s actual procedures]*

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 [*name of employee*] 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.

*[Firms should insert a paragraph to indicate how they deal with key dates and absenteeism here or refer to their policy on absenteeism and workload distribution plan dealing with same. There should be a clear procedure for monitoring key dates when staff are working remotely]*

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.

**Signed:**

**Date:**

**Date of next review:**

**Appendix A**

Practitioners need to be aware of SI No 490 of 2021 and SI 454 of 2022 – Rules of the Superior Courts to view the legislation click on the following links:- <https://www.irishstatutebook.ie/eli/2021/si/490/made/en/print> and <https://www.irishstatutebook.ie/eli/2022/si/454/made/en/print>

**S.I. No. 490 of 2021**

The main objectives of these rules, which came into operation on the 13 November 2021, were to reduce the number of court hearings in cases where there is a motion to seek judgement in default of defence and to standardise the time periods for delivering certain pleadings. These Rules:-

* Standardise the time for delivery of a statement of claim by a plaintiff to 8 weeks from the service of the summons.
* Standardise the time for delivery of defence in all cases to 8 weeks.
* Prior to these rules, the system for motions for judgment for failure to deliver a defence involved two motions (and at least one adjournment) before judgment is given, and imposed significantly on court time.
* These rules propose one court hearing. Where the court extends time for delivery of the defence, the only order to be made would be an “Unless Order”. Judgement is to be entered for the plaintiff, except where an extension of time is in the interests of justice. If an extension is warranted, the court will confirm the extended period and order that if the defence is not delivered within that time, judgement will be entered for the plaintiff without a need for any further application to the court.
* These rules make it clear that the court is empowered to grant further relief claimed without the need to set the matter down for assessment or further determination.
* Where judgment has been obtained in default of appearance, the court was already empowered to set aside the judgment *“upon such terms as may be just”.* These rules specifically set out the established tests for same.
* These rules provide that a plaintiff must give the defendant a 28 day "warning letter" which is a notice of intention to seek judgment in default of appearance. These rules also require that, in all applications for judgment in default of appearance, the plaintiff must serve the motion on the defendant. This should ensure that defendants are not taken by surprise in applications for judgement in default of appearance and should reduce the number of applications to set aside judgment obtained in default.

**S.I. 454 of 2022**

These Rules came into operation on the 16 September 2022.

* Order 27 Rule 9 of S.I. No. 490 of 2021 was substituted by S.I. 454 of 2022
* Order 27 Rule 15(2) was substituted by S.I. 454 of 2022

NOTE TO PRACTITIONERS - The application of these Rules will provide certainty to a plaintiff on the requirement on the part of the defendant to meet the action before the courts. Practitioners need to ensure that when taking instructions they get full details as to the proposed defence because once proceedings issue there will be little time to consider matter in any significant way particularly in complex transactions.