**Client Engagement Letter (Short)**

**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 short letter of engagement should be sent with the LQSI 2024 Updated Terms and Conditions of Business/your firm’s Terms and Conditions of Business and s.150 notice.
* In order to reduce the environmental impact of printing Terms and Conditions for each and every matter relating to the same client, firms should consider for each subsequent matter following the onboarding of a new client, only the short form Letter of Engagement together with s.150 notice should be furnished, referencing the previously acknowledged Terms and Conditions~~.~~
* A cybercrime warning has been inserted at section 1.2.
* The engagement letter provides for the acceptance by the client of the legal services agreement by electronic means.

**The Legal Quality Standard of Ireland**

**Reviewed February 2024**

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| --- | --- | --- |
| [Client] | | |
| Our Ref | Your Ref | Date |
|  |  |  |

Dear XXXX,

Thank you for your recent instructions. I am writing to set out the basis on which we have agreed to act for you and the likely fees and expenses that will arise.

**1. Appointment**

1.1 You wish us to advise you in relation to [brief description of matter].

1.2 Carrying out your instructions will involve: -

* [Identify main areas of work your firm will be conducting for the client (scope of instructions) including specific objectives]
* [Identify work that your firm will not be doing for the client (that is, limitations to your remit, perhaps based on third party funding restrictions or referral source or other adviser involvement, or the client wishing to limit costs or remit generally. e.g. – “*Our services will only include advice on tax related issues to the extent this is requested at the outset, or agreed during the course of a matter, but not otherwise*“)].
* [Identify the time frame in which it is anticipated the work will be done]
* [Set out important dates and implications if these are missed.]
* [Set out anything else relevant to the scope of the work or agreed limitations.]
* [Set out what you expect the client to do and by when and/or insert relevant case plan.]
* [If applicable, set out any cost benefit issues or other risks to the client and where appropriate alternative sources of funding.] (Delete as appropriate) [If applicable, set out any cost benefit issues or other risks to the client and where appropriate alternative sources of funding.] (Delete as appropriate).
* CYBERCRIME WARNING: Solicitor firms may be targeted by cyber criminals. Under no circumstances should money/funds be transferred by you at any time without firstly, telephoning our office directly and speaking to the fee earner/secretary or other member of staff familiar to you or the particular matter who will approve and verify the transfer details with you. This minimises the risk of phishing scams i.e. where criminals purporting to be the firm communicate with clients directly (usually by email/phone/SMS messaging/social media) to induce clients to transfer monies to them. If during the course of your transaction, you receive any type of notification of a change in the firm’s bank details (especially by email) this must be treated as a fraudulent request and you should check with the fee earner/secretary or other member of staff familiar to you or the particular matter before transferring any monies.
* [If applicable, set out any insurance products or investments advised on and/or sold, ‘fair, clear and not misleading’ financial services information including status disclosure, basis of advice, a demands and needs assessment and corresponding suitability statement.] (Delete as appropriate)

**2. Client Relationship**

* [You – insert full name(s) of client(s) – are our client in this matter. You have asked us to deliver our services to you and we have no obligation to deliver them to anyone else. You are responsible for fulfilling the client’s responsibilities set out in this letter and in our terms and conditions of business and you will be responsible for paying our fees.]
* [Joint clients – In this letter we use the word ‘client’ even where we are advising and acting for more than one person. When we are asked to advise and act for two or more people we require that each person either signs a copy of this letter or otherwise separately confirms to us that they wish us to act.
* It is important that joint clients are in agreement with each other and provide instructions to us on a collective basis. If you are not in agreement with each other then you must let us know. We agree that one person [name person] shall be the primary point of contact for the purposes of giving instructions to us and receiving advice and information from us.
* Every client is individually (as well as collectively) liable to pay the whole of our fees and is responsible for fulfilling the clients' obligations set out in this letter and in our terms and conditions of business.]
* [Corporate clients - Insofar as we are being instructed by XX Ltd and as a condition for taking on the matter, we require the Directors to guarantee payment of all sums due to us. Please note that the Directors are requested to sign this letter to confirm the giving of such guarantee.]

**3. Personnel**

I am the managing partner/ partner, (head of xxxxx department) with responsibility for overseeing the matter. I will co-ordinate the work and the advice given.

[I will be assisted by XXXXXXX who a XXXXXXX (insert job description) is]

(XXXXXXX, Associate Solicitor will deal with the matter on a day to day basis, subject to my supervision.)

Specific tasks may be assigned to other fee earners and support staff (including trainee solicitors, legal executives and legal assistants/para legals):

* where work can be carried out efficiently and cost-effectively by them;
* where specialist skills are required from others within the firm (for example tax or employment or competition issues);
* where other special circumstances justify it, such as the temporary absence of one of the team due to illness or holiday.

I will try to avoid changing the people involved in your work as much as possible. I will let you know if I think it becomes advisable to involve anyone else on more than a temporary basis and will only make a significant change of personnel after discussion with you.

**4. Costs**

We are required by law to inform you about our costs and charges. Please see attached s.150 notice. It may be necessary for us to provide updated s.150 notices to you during the course of the engagement. Please also see our terms and conditions of business relating to costs.

If following this letter or at any stage throughout the matter, you have queries regarding the legal costs, please feel free to discuss them with me.

**5. Legal Services Agreement**

Our Legal Services Agreement with you comprises of the following: -

* This letter ~~[which includes our initial s.150 notice (and any updated s.150 notices)]~~
* Initial s.150 notice (and any updated s150 notices)
* [Firm’s name] current Terms and Conditions of Business

Please let me know if you have any questions in relation to the above and our enclosed Terms and Conditions of Business [and s.150 notice]. If you are content with them, please sign and return the attached copy in the envelope provided. You may also sign and return your acceptance of the documents that comprise the legal services agreement by electronic means. Whether or not we receive this back from you we shall assume that you are in agreement if you continue to instruct us after receipt of this letter.

Yours sincerely

XXXXXXX

[Partner] [Principal]

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| I have reviewed all of the documents that comprise [firm’s name] Legal Services Agreement as referred to in section 5 above and accept them.  [Client Name]  [Date] |