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**HibernianLegal**  
International Ltd

**GENERAL TERMS OF BUSINESS OF HIBERNIAN LEGAL  
(INTERNATIONAL) LIMITED.**

These are the General Terms of Business under which Hibernian Legal (International) Limited ('The Supplier', 'we' or 'us') will provide certain services to the Client. These terms will set out the basis of our respective areas of responsibility and other related matters.

### **Definitions**

In these Conditions, the following definitions apply:

**"Business Day"**: a day (other than a Saturday, Sunday or a public holiday) when banks in Dublin are open for business.

**"Fees"**: the charges payable by the Client for the supply of the Services in accordance with Clause 3.

**"Commencement Date"**: has the meaning set out in Clause 2.2.

**"Conditions"**: these terms of business as amended from time to time in accordance with Clause 13.

**"Contract"**: the contract between the Client and the Supplier for the supply of Services in accordance with these Conditions.

**"Client"**: the person or firm who purchases Services from the Supplier

**"Deliverables"**: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation data, reports and specifications (including drafts).

**"Document"**: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**"Force Majeure Event"**: any event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**"Intellectual Property Rights"**: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property

rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**“Order”**: the Client’s order for Services, as set out in the Client’s purchase order form or other request for services whether made via the Supplier’s websites or otherwise.

**“Services”**: the services, including without limitation any Deliverables, to be provided by the Supplier to the Client requested in the Order and as set out in the Specification.

**“Specification”**: the description or specification for the Services as described on the Supplier’s websites ([www.hibernianlegal.ie](http://www.hibernianlegal.ie)) from time to time or as specifically agreed between the parties.

**“Third Party”**: any person or firm who is not the Client or the Supplier.

## **1. Responsibilities**

- 1.1. The Client is responsible for ensuring that instructions are furnished to the Supplier in an agreed format.
- 1.2. The supplier will ensure that reports and searches are furnished to the Client within an agreed timeframe in so far as is possible. If, in certain circumstances it is not possible to furnish a final report within the agreed timeframe an interim report will be furnished and this will include a timescale for the completion of the final report.
- 1.3. The Supplier will not be responsible for inaccurate, incorrect or inadequate information furnished by the Client and any resulting inaccuracies in a final report as a result of inaccurate, incorrect or inadequate information.

## **2. Our Services to You**

- 2.1. The Order constitutes an offer by the Client to purchase services in accordance with this Contract.
- 2.2. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order or when the Services are provided to the Client (Commencement Date) at which point the Contract shall come into existence.
- 2.3. The Services will be carried out as per an agreed Specification in all material respects. All searches will be carried out in accordance with the relevant legal and regulatory requirements.
- 2.4. The Supplier will conduct its work to the highest professional standard.
- 2.5. The Supplier will use reasonable endeavours to meet any performance dates for the Services specified in the Order or notified to the Supplier by the Client but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 2.6. Once the final report has been issued to the Client the Supplier will have no further responsibility for any additional information that becomes available after the time/date of the report.

### **3. Fees**

- 3.1. Our Fees are as per the schedule furnished to the Client or in accordance with the Supplier's standard scale of Fees which are available on request.
- 3.2. Following completion of reports, the Client will be furnished with an invoice setting out the outlays, professional fees and any other charges. You will be required to discharge the said invoice within a period of 30 days from the date of the invoice unless otherwise agreed. If the Client fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate then applicable under the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (as amended), accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 3.3. Payment can be made by way of bank draft, company cheque, electronic transfer or postal order. Cash and credit card payments are not accepted.
- 3.4. If it is necessary to carry out work outside the agreed terms of reference additional fees may be charged. In such circumstances the additional work necessary will be set out in writing and the Supplier will not commence such work until such time as the Client has agreed to same.
- 3.5. The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

### **4. Retention of Records**

- 4.1. During the course of our work we will collect information from you and various third parties. All records will be treated with the utmost confidentiality and only approved staff members will have access to such records.
- 4.2. Though certain documents may belong to the Client we intend to destroy all correspondence and other documents after the expiry of six years from the end of the period of engagement. You must inform us by letter if you require retention of a particular document or set of documents.

### **5. Quality of Service**

- 5.1. The Supplier is a client focused organisation. We aim to provide a high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know by contacting Emer Moran.
- 5.2. We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you. The Supplier will endeavour to resolve any complaints in an amicable manner and in a timely fashion.

## **6. Electronic Communication**

- 6.1. As internet communications are capable of data corruption we do not accept any responsibility for changes made to such communications after their dispatch. All risks connected with sending commercially sensitive information relating to enquiries and searches are borne by you and are not our responsibility. If you do not accept this risk, you should notify us in writing that e-mail is not an acceptable means of communication.
- 6.2. E-mail may be used to enable us to communicate with you (unless otherwise agreed). As with any other means of delivery this carries with it the risk of inadvertent misdirection or non-delivery. It is the responsibility of the Client to carry out a virus check on any attachments received from the Supplier.

## **7. Data Protection and Privacy**

Each party undertakes to the other that in connection with any Order it will at all times comply with Data Protection Legislation. "Data Protection Legislation" means the Data Protection Acts 1988 and 2003 (as amended), the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 and the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) ("GDPR") and any other EU regulations, directives, decisions, opinions, codes of practice, guidelines or guidance on data protection, implementing legislation and all amendments, extensions or replacements thereto.

- 7.1. To enable us to discharge the services agreed under this engagement, and for other related purposes including updating and enhancing the Client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. You have a right of access under Data Protection Legislation, to the personal data that we hold about you.
- 7.2. The Supplier and the Client agree, with respect to Personal Data processed by the Supplier under these Conditions, the Client is, depending on the relevant Personal Data, either a Controller or, where another person is the Controller to which the Client either directly or indirectly provides services, the Processor or Sub-processor of the Personal Data processed by the Supplier under these Conditions and that the Controller determines the purposes for which the Personal Data is and will be Processed; and that Supplier shall only Process Personal Data in accordance with the Client's documented instructions regarding the Processing of Personal Data pursuant to these Conditions unless otherwise prevented by applicable laws.

7.3 All enquiries and searches will be conducted in a manner that is in full compliance with Data Protection Legislation. A copy of the Suppliers Data Privacy policy is available on the Supplier's website or by request and should be read in conjunction with the Contract and forms part of this Contract.

## **8. Confidentiality**

8.1 The Supplier agrees to keep (and to ensure its employees and agents keep) confidential all information, documentation and other matters arising or coming to its attention (whether written or oral and whether disclosed to the Supplier by other means whether directly or indirectly) in connection with the provision of services and shall not at any time, for any reason, disclose or permit such information to be disclosed to any third party except as permitted hereunder to enable the Supplier to carry out its duties and obligations under this Contract or with the prior written consent of the Client or where required to do so as a matter of law.

The Supplier shall procure that its agents having access to such information shall be subject to the same obligations as the Supplier and shall enter into a suitable secrecy agreement in the form approved the Supplier and shall take all reasonable steps to ensure that its agents are made aware of and perform such obligations.

## **9. Disclaimer**

9.1 The Supplier will not be liable for the accuracy of information on publicly available data sources.

## **10. Liability**

10.1 Specific types of loss – You agree that we will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.

10.2 Our liability – You agree that our total liability (including interest) for all claims connected with the Services or this Contract including but not limited to negligence shall not exceed €10,000,000.

10.3 Sharing of limit – Where we agree in writing to accept liability to more than one party, the limit on our liability in clause 10.2 will be shared between them, and it is up to those parties how they share it.

10.4 No claims against individuals – You agree to bring any claim in connection with the services only against us, and not against any individual. Where

our individuals are described as partners, they are acting as one of our members.

- 10.5 Proportionality – If we are liable to you under this Contract, and another person would be liable to you in respect of the same loss (save for your contractual arrangements with them), then (i) the compensation payable by us to you in respect of that loss will be reduced; (ii) the reduction will take into account the extent of the responsibility of that other person for the loss; and (iii) in determining the extent of the responsibility of that other person for the loss, no account will be taken of (a) any limit or exclusion placed on the amount that person will pay or (b) any shortfall in recovery from that person (for whatever reason).

## **11. Intellectual Property Rights**

- 11.1 To the extent that the Supplier is the owner of Intellectual Property Rights in the Deliverables, the Supplier shall retain Intellectual Property Rights in all Deliverables supplied to the Customer but shall provide a non-exclusive, non-transferable licence to the Customer for the Customer to use such Deliverables for the Customer's business purposes only which does not include direct marketing and/or any illegal, immoral, fraudulent or dishonest purpose.
- 11.2 The Supplier shall retain all Intellectual Property Rights over its websites used by the Customer in relation to the Order, Services or Specification.
- 11.3 The Customer shall not (and will not allow any Third Party to) adapt, alter, modify or otherwise interfere with the Deliverables.
- 11.4 The Customer shall not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any Third Party any of the Deliverables.

## **12. Termination**

- 12.1 This Contract shall continue in effect unless either party terminates the Contract by giving 30 days notice in writing to the other party for any of the following reasons:
- (a) One party is unable to perform its duties and / or obligations under the Contract in a manner satisfactory to the other party;
  - (b) Either party commits a breach of responsibilities under or pursuant to this Contract and, where such breach is capable of remedy, has failed to remedy the said breach within 14 days of being called upon to do so by the other party;

Either party shall not, and shall procure that its personnel shall not, following termination of this Contract for any reason, represent itself as being connected with the other party.

The termination of this Contract shall not affect such of its provisions as are expressed to operate or have effect thereafter and shall without prejudice to any right of action already accrued to either party in respect of any breach of this Contract or otherwise.

### **13. Variation**

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

### **14. General**

#### **14.1 Force majeure**

14.1.1 The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.1.2 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than four (4) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

#### **14.2 Assignment and subcontracting**

14.2.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Third Party or agent.

14.2.2 The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

### **15. Governing Law**

15.1 This Contract shall be governed by and construed in accordance with the applicable laws of the Republic of Ireland.