

promising that some of your money would be paid to a third party, such as your bank. In those circumstances your solicitor will of course be obliged to go ahead and make this payment.

If you are pursuing a claim through the Personal Injuries Assessment Board (PIAB) you should note that there is no provision for the Board to order the other side to pay any part of your costs. You will be responsible for the full amount of your solicitor's bill.

### Possible liability to pay costs of other parties

Even where your solicitor is satisfied that you have a good case, the law requires that it is explained to you that, in the event of the following circumstances arising, you may be liable to pay, in addition to your own costs, the costs of the defendant or other third parties:

- losing the case
- agreeing to accept an amount less than your full claim
- a court failing to award you your costs or a portion of them
- the court awarding costs against you

### Payments on account

Charges in relation to your case will be accruing as the case progresses. Some solicitors make an arrangement with their clients that, rather than sending one bill at the conclusion of the case, they will send you requests for payments on account on a regular basis. The amount billed should be paid within the usual credit terms of your solicitor's firm. Your solicitor may ask you for payment of outlays as they arise.

At the conclusion of your case, your solicitor will account to you for all monies received.

# information FROM THE LAW SOCIETY OF IRELAND

# INFORMATION *in relation to legal charges*

PUBLISHED BY  
THE LAW SOCIETY OF IRELAND  
BLACKHALL PLACE  
DUBLIN 7  
TEL: 01 672 4800  
FAX: 01 672 4801  
E-MAIL: [general@lawsociety.ie](mailto:general@lawsociety.ie)

© LAW SOCIETY OF IRELAND  
April 2005



Law Society of Ireland

**T**his pamphlet has been prepared for solicitors to give to their clients. It contains the information which solicitors are required by law to give you in relation to solicitors' charges.

You are advised to read this carefully. You should raise any queries you may have in relation to charges with your solicitor.

The relevant legislation is section 68 of the Solicitors (Amendment) Act, 1994.

## YOUR SOLICITOR'S CHARGES

**W**hen a solicitor is instructed, or as soon as is practicable after that, the law requires the solicitor to provide a client with details in writing of:

- the solicitor's actual charges, or, where this is not possible or practicable,
- an estimate of the solicitor's charges, or, where this is not possible or practicable,
- the basis on which the solicitor's charges are to be made.

### The basis of charges

Solicitors' charges are calculated by reference to a number of factors including the following:

- the complexity of the matter
- the urgency of the matter
- the difficulty or the novelty of the questions raised
- the skill, labour, specialised knowledge and responsibility involved

- the number and importance of the documents prepared or examined
- the amount or value of any transaction involved
- the importance of the matter to you
- the time reasonably spent by personnel in the solicitor's firm on the matter
- the place, or places, and the circumstances in which the matter is pursued.

These are also the factors which are taken into account if a solicitor's bill is later being reviewed.

In addition to the professional fee and miscellaneous charges payable to the solicitor, there will be items of outlay payable to third parties, including government agencies, which must be discharged by you.

## LITIGATION

### Your solicitor's professional fee and other charges

Clients are generally only too happy to pay their solicitor for a job well done.

The fee which your solicitor will charge you should be based on the work done and the various factors as set out above. **Your solicitor is not permitted to charge you simply on the basis of a percentage of any award or settlement you receive from the other person involved in the litigation.**

A solicitor's professional fee must not be excessive for the work done. **If you are unhappy with your solicitor's bill you have a number of options:**

- contact your solicitor to seek clarification of any matter causing concern with a view to coming to an amicable agreement
- if no agreement can be reached, make a complaint to the Complaints Section of the Law Society
- have your bill taxed by a court official known as a Taxing Master. An information leaflet published by the Taxing Master's office is available on request.

### Responsibility for your solicitor's charges

**I**f your solicitor is dealing with a court case or other contentious matter for you, the law requires that the explanation below is given to you.

Unless otherwise agreed, when your solicitor sends you a bill, you are responsible for the payment of that bill.

You remain responsible for this amount even where you reach a settlement with the defendant or any other third party and a term of that settlement is that you will be paid your costs. This is also the case where the defendant or other third party is ordered by a court to pay your costs.

In court cases your solicitor will seek to recover as much as possible of the charges from the defendant or other third party.

The amount which the defendant or other third party may agree or may be ordered to pay may not be sufficient to set off your solicitor's entire charges. Insofar as the costs recovered from the other party are insufficient to discharge your liability to your solicitor, then you remain liable to make up the balance.

When your case is finished, and if you are successful, your solicitor will be sent the amount of the award or settlement which you are to receive from the other side. When the costs have been recovered from the other side, this money will be refunded to you if you have already paid your solicitor. If any new costs were incurred in recovering this amount those costs will be deducted.

If the costs received from the other side are not sufficient to meet the total amount of your solicitor's bill you may wish your solicitor to deduct the balance due from the settlement or court award which the solicitor has received on your behalf. **Your solicitor will need a signed authority from you to make any deduction from your money.** This does not apply if at an earlier stage you gave instructions to your solicitor to give a solicitor's undertaking on your behalf.