

LAW SOCIETY OF IRELAND

FORM 5

ASSIGNMENT OF INDENTURES OF APPRENTICESHIP

ASSIGNMENT OF INDENTURES OF APPRENTICESHIP made on the day of

20 **BETWEEN**

of in the City/County of

....., Solicitor (hereinafter called "the former training solicitor") of the First

Part **AND**

..... of

in the City/County of, Solicitor (hereinafter called "the training solicitor") of the

Second Part **AND**

..... of

in the City/County of (hereinafter called "the trainee solicitor ") of the Third Part.

WHEREAS the trainee solicitor was bound to the former training solicitor as a trainee solicitor by indentures of apprenticeship dated the day of 20 .. (hereinafter referred to as the "original indentures") to serve a period of in-office training, which commenced on the day of 20....., under which the trainee solicitor has completed months of the period of in-office training/which has not yet commenced*.

AND WHEREAS by written consent dated the day of 20 the Law Society of Ireland ("the Society") consented to the assignment of the original indentures to the training solicitor.

WITNESSETH as follows:-

1. (a) The mutual rights, duties and obligations of the former training solicitor and the trainee solicitor under the original indentures are extinguished, without prejudice to any rights, duties and obligations which have accrued thereunder.
- (b) In consideration of the mutual covenants hereinafter contained and of the future payments by way of salary made by the training solicitor to the trainee solicitor, the trainee solicitor hereby binds himself/herself as a trainee solicitor to the training solicitor to attend on a continuous and full-time basis at the office of the training solicitor for a period of two years/the unexpired term of months of the original indentures* commencing on the day of 20..... ("the commencement date").

COVENANTS OF THE TRAINEE SOLICITOR

2. The trainee solicitor hereby COVENANTS with the training solicitor that during the period of in-office training he/she shall:

- (a) duly serve the training solicitor as a trainee solicitor during the period of in-office training from the commencement date;
- (b) refrain from disclosing any information as to the business of the training solicitor or of any client of the training solicitor (or of any partner or employee of the training solicitor or of the firm of which the training solicitor is part) to any third party, including any information of any nature or kind received during and in the course of the period of in-office training;
- (c) promptly and efficiently carry out the reasonable directions of the training solicitor (or of any partner or employed solicitor of the training solicitor) and not depart or be absent from the service of the training solicitor at any time during the period of in-office training without the previous consent of the training solicitor and (where required) that of the Society, and at all times during and in the course of the period of in-office training behave with all due diligence and honesty;
- (d) take due and diligent care of all moneys and/or property of the training solicitor or of any client of the training solicitor (or of any partner or employee of the training solicitor or of the firm of which the training solicitor is part) and not cause or permit any such moneys and/or property to be adversely handled or disposed of or damaged or destroyed or otherwise adversely dealt with;
- (e) duly comply with all prescribed requirements in force for the time being of the Society and duly attend such course or courses of education or training (or both) and Society examinations and interviews as and when required by the Society;
- (f) maintain a due written record of the work done, instruction received and experience obtained during the period of in-office training;
- (g) abide by the terms of any code of conduct for trainee solicitors as may from time to time be notified by the Society to the solicitors profession and to trainee solicitors; and
- (h) in the event of the breach of any of the foregoing covenants or if the training solicitor or any partner or employee or client of the training solicitor (or of the firm of which the training solicitor is part) sustains or suffers any loss or prejudice arising out of the misconduct or wrongful neglect of the trainee solicitor (without prejudice to any other action which has been or might be taken by the training solicitor or by the Society), make good and reimburse to the training solicitor the amount of the value thereof.

COVENANTS OF THE TRAINING SOLICITOR

3. The training solicitor hereby COVENANTS with the trainee solicitor that during the period of in-office training he/she shall:

- (a) take the trainee solicitor as a trainee solicitor;
- (b) provide the trainee solicitor with such office facilities as are appropriate and reasonable to enable the trainee solicitor duly to work, to receive due instruction and to obtain experience in the practice of law and the practice and profession of a solicitor;

- (c) pay to the trainee solicitor a gross salary (increased as appropriate from time to time) of not less than the gross amount or amounts recommended by the Society from time to time and notified by the Society to the solicitors profession;
- (d) by the best ways and means he/she can, instruct the trainee solicitor (or cause the trainee solicitor to be instructed) and provide the trainee solicitor with the opportunity to obtain experience in the practice of law and the practice and profession of a solicitor;
- (e) abide by the terms of any code of conduct for training solicitors as may from time to time be notified by the Society to the solicitors profession and to trainee solicitors; and
- (f) without prejudice to the generality of covenant (d) and to any training already received from the former training solicitor -
 - (i) provide the trainee solicitor with the opportunity to practise drafting, letter writing, interviewing and advising, legal research, negotiation, advocacy and oral presentation and other such skills which are appropriate to the practice of law and the practice and profession of a solicitor AND with the opportunity to gain experience of both contentious and non-contentious work; and
 - (ii) provide the trainee solicitor with reasonable and appropriate instruction and experience in the areas of legal practice set out in Block 1, Block 2 and Block 3 (below) AND with reasonable and appropriate instruction and experience in at least two of the areas of legal practice set out in Block 4 (below):

Block 1

Conveyancing and Landlord and Tenant Law

Block 2

Litigation

Block 3

Wills, Probate and Administration of Estates

Block 4

Commercial Law
 Company Law
 Criminal Law and Procedure
 Employment Law
 European Union Law
 Family Law
 Insolvency Law
 Intellectual Property Law
 Law of Trusts
 Pensions Law
 Planning and Environmental Law
 Revenue Law and Taxation
 Social Welfare Law
 Other specialised area(s) of legal practice, namely,

.....
; and

- (iii) where the training solicitor is unable, for whatever reason, to provide (or cause to be provided) within his or her office reasonable and appropriate instruction and experience in any one or more of the areas of legal practice set out in Block 1, Block 2 and Block 3 (above), make suitable arrangements for the trainee solicitor to be seconded for a reasonable and appropriate period to the office of another practising solicitor, as approved in advance by the Society, in order that the trainee solicitor be given the opportunity to acquire such reasonable and appropriate instruction and experience.

REVIEW OF EXPERIENCE, APPRAISAL OF PERFORMANCE AND ATTENDANCE ON THE PROFESSIONAL PRACTICE COURSE II

- 4. The training solicitor hereby **AGREES** with the trainee solicitor that during the period of in-office training he/she shall:
 - (a) permit the trainee solicitor to maintain a due written record of the work done, instruction received and experience obtained by the trainee solicitor (for production by the trainee solicitor to the training solicitor and to the Society, if requested);
 - (b) ensure adequate arrangements for appropriate guidance of the trainee solicitor, including access by the trainee solicitor to the training solicitor, or other supervising partners or employed solicitors within the office of the training solicitor, on a day-to-day basis;
 - (c) make suitable arrangements to monitor the progress of the trainee solicitor on a regular basis and to discuss that progress with the trainee solicitor;
 - (d) permit the trainee solicitor to attend the Professional Practice Course II on a full-time release basis after the completion of at least eleven months of his/her period of in-office training commencing on the commencement date;
 - (e) make prompt and adequate arrangements to deal, as necessary, with any reasonable personal concerns of the trainee solicitor; and
 - (f) (both during and at the expiration of the period of in-office training) comply with the prescribed requirements in force for the time being of the Society to enable the trainee solicitor to be admitted as a solicitor **provided that** the trainee solicitor shall have duly served as a trainee solicitor during the period of in-office training and shall have performed and observed the covenants on his or her part herein before contained and shall have duly completed the prescribed courses of education or training (or both) and passed the prescribed examinations and otherwise duly complied with all other prescribed requirements of the Society in force for the time being.

CONDITIONS PRECEDENT

- 5. The coming into effect of this assignment of indentures of apprenticeship and the commencement of the period of in-office training is conditional upon the trainee solicitor duly completing the Society's Professional Practice Course I and sitting the individual examinations comprising the Society's Final Examination - Second Part as he/she shall be required to sit and with complying with any conditions laid down by the Education Committee of the Society in the written consent to assignment dated the day of 20 **AND** in the event of the trainee solicitor not satisfying these conditions precedent within a period of three years following the date hereof, or such other specified time, then this assignment of indentures of apprenticeship may (subject to at least two months prior notice in writing to that intended effect being served by either party hereto on the other and on the Society) be treated by either party hereto as having been at all times wholly inoperative.

TERMINATION

- 6. This assignment of indentures of apprenticeship may (subject to at least two months prior notice in writing to that intended effect being served by the party of the Second Part or of the Third Part hereto on the other and on the Society) be terminated either by mutual agreement in writing between the parties hereto or in accordance with the provisions relating to termination of indentures of apprenticeship contained in Part IV (as amended by Part V of the Solicitors (Amendment) Act, 1994) of the Solicitors Act, 1954 and in the Regulations of the Society for the time being in force.

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein **WRITTEN**.

SIGNED and SEALED

by the former training solicitor
in the presence of

.....

SIGNED and SEALED

by the training solicitor
in the presence of

.....

SIGNED and SEALED

by the trainee solicitor
in the presence of

.....

D R A F T

(This assignment of indentures of apprenticeship must be produced to the Registrar of Solicitors within two months of the date thereof.)

(For office use only)

Produced to the Registrar of Solicitors and particulars thereof entered in the Register of Trainee Solicitors pursuant to section 28 of the Solicitors Act, 1954 this..... day of 20....

.....
Registrar of Solicitors

[* Delete if inapplicable]

FORM 4

STATUTORY DECLARATION OF INTENDED TRAINING SOLICITOR AS TO EXECUTION OF INDENTURES OF APPRENTICESHIP OR ASSIGNMENT OF INDENTURES OF APPRENTICESHIP

I of
..... in the City/County of, Solicitor

DO SOLEMNLY AND SINCERELY DECLARE as follows:

1. I am a practising solicitor within the meaning of section 29 (as substituted by section 44 of the Solicitors (Amendment) Act, 1994) of the Solicitors Act, 1954 and I carry on my practice as a sole practitioner/a partner in a firm of solicitors/a solicitor in the whole time employment of a body corporate/a solicitor in the full-time service of the State*

at
in the City/County of

2. The indentures of apprenticeship [assignment of indentures of apprenticeship*] dated the day of 20..... produced herewith to the Registrar of Solicitors pursuant to section 28 of the Solicitors Act, 1954, were duly executed by..... and by myself, this declarant.

3. The terms of such indentures of apprenticeship is two years, which will commence on the date that is fourteen days after the date on which the late/ of the following occurs, namely, the said duly completing the Professional Practice Course I of the Law Society of Ireland (“the Society”) and sitting the last of the individual examinations comprising the Society’s Final Examination Second Part as he/she shall be required to sit.

or
The terms of such indentures of apprenticeship/assignment of indentures of apprenticeship* will commence on, the said trainee solicitor, having already completed months of his/her period of in-office training between, and in the office of, his/her former training solicitor, leaving the residue of a term of months for which the said trainee solicitor is required to be bound by these new indentures of apprenticeship/this assignment of indentures of apprenticeship* made with the written consent of the Law Society of Ireland (“the Society”).

I make this **SOLEMN DECLARATION** conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1938 and for the satisfaction of the Society.

.....
Signature of training solicitor/declarant

Declared before me a Commissioner for Oaths/Practising Solicitor* by the declarant who is personally known to me (or who is personally identified to me by who is Personally known to me*) at in the City/County of this day of 20.....

Signed
Commissioner for Oaths/Practising Solicitor*

[*Delete if inapplicable]

DRAFT