

LAW SOCIETY OF IRELAND

[FORM 3]

INDENTURES OF APPRENTICESHIP
[“training contract”]

INDENTURES OF APPRENTICESHIP (“training contract”] made on the day
of20.... **BETWEEN**
..... of
.....
in the City/County of....., Solicitor (hereinafter referred to as the “training
solicitor”) of the First Part AND.....
of
in the City/County of (hereinafter referred to as the “trainee solicitor”)
of the Second Part.

WHEREAS

- A. This document, in the statutory language of the Solicitors Acts 1954 to 2011, is described as “indentures of apprenticeship” but, throughout, the more modern equivalent term “training contract” is used; and, in the same context, “apprentice” is referred to as “trainee solicitor” with the other party as “training solicitor” and “service under indentures of apprenticeship” is referred to as “period of in-office training”.
- B. Throughout, the Law Society of Ireland is referred to as the “Society”.

WITNESSETH as follows:

- 1. 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 –

*for a term of service under indentures of apprenticeship (“period of in-office training”) as a trainee solicitor on a continuous and full-time basis of two years to commence on a date that will be fourteen days after the date on which the later of the following occurs, namely, the trainee solicitor duly completing the Society’s Professional Practice Course (or, if applicable, the Society’s Professional Practice Course Hybrid) and the trainee solicitor sitting the last of the individual examinations comprising the Society’s Final Examination-Second Part (or, if applicable, the Society’s adapted Final Examination-Second Part) as he/she is required to sit (hereinafter referred to as the “commencement date” or, if applicable, the “adapted commencement date”).

or

*for a term of service under indentures of apprenticeship (“period of in office training”) as a trainee solicitor on a continuous and full-time basis of months to commence on a date to be agreed, in particular circumstances, by the Society’s Education Committee and duly to be notified to the training solicitor and to the trainee solicitor, having regard to the fact that the trainee solicitor has already completedmonths of his/her period of in-office training under a previous training contract with his/her former training solicitor (.....,Solicitor) between.....20....and.....20.....

[*Delete if not applicable.]

or

*for a term of service under indentures of apprenticeship (“period of in-office training”) as a trainee solicitor on a continuous and full-time basis of months to commence on a date to be agreed, in particular circumstances, by the Society’s Education Committee and duly to be notified to the training solicitor and to the trainee solicitor.

COVENANTS OF THE TRAINEE SOLICITOR

2 (A) 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 / adapted 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, including trainee solicitors; and
- (h) not provide any legal services or any other services outside the personal knowledge and/or remit of the training solicitor (or of the firm of which the training solicitor is part) nor hold any other office or employment or in any way operate any business or company during the period of in-office training without the express written consent of the training solicitor and the Society.

(B) 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), the trainee solicitor shall make good and reimburse to the training solicitor (or the firm of which the training solicitor is part) the amount of the loss caused.

[*Delete if not applicable.]

COVENANTS OF THE TRAINING SOLICITOR

3(A) 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) 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;
- (d) 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, including training solicitors; and
- (e) without prejudice to the generality of covenant(c) -
 - (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;
 - (ii) provide the trainee solicitor with instruction in ethical matters appropriate to the practice of law and the practice and profession of a solicitor;
 - (iii) provide the trainee solicitor with reasonable and appropriate instruction and experience in three distinct areas of legal practice;
 - (iv) where the training solicitor (or the firm of which he/she is part) is unable, for whatever reason, to provide (or cause to be provided) within his/her office the trainee solicitor with reasonable and appropriate instruction and experience in any one or more of three distinct areas of legal practice, make suitable arrangements for the trainee solicitor to be seconded for an appropriate period to the office of another practising solicitor, as approved in advance by the Society's Education Committee, in order that the trainee solicitor be given the opportunity to acquire such reasonable and appropriate instruction and experience in that/those distinct areas; and
 - (v) *in respect of a trainee solicitor commencing Professional Practice Course I in 2020, to permit the trainee solicitor to attend the Professional Practice Course II on a full-time basis after the completion of 11 months of his/her period of in-office training commencing on the commencement date.

*in respect of a trainee solicitor commencing Professional Practice Course I from 2021 onwards, to facilitate the trainee solicitor in participating and duly completing four Advanced Electives (within the meaning of The Solicitors Acts 1954 to 2011 (Apprenticeship and Education) (Amendment) Regulations 2019) that the trainee solicitor is required to complete comprising such advanced Electives as may

be provided by the Society or by another provider authorised by the Society.

(B) Without prejudice to the generality of the foregoing covenants of the training solicitor, the training solicitor may, in particular circumstances and with his/her prior consent in writing and the prior consent in writing of the Society's Education Committee, permit the trainee solicitor to fulfil part of his/her period of in-office training by means of full-time attendance for a specified period (whether or not exceeding six months) at another firm ("the other firm"), provided that –

- (i) the trainee solicitor should then be working under the supervision of one or more practising solicitors within the other firm, each of whom should individually be eligible to act as a training solicitor in accordance with section 29 (as substituted by section 44 of the Solicitors (Amendment) Act 1994) of the Solicitors Act 1954;
- (ii) the other firm and the trainee solicitor together should then expressly agree that, during the specified period, the terms of the mutual covenants of, respectively, the training solicitor and the trainee solicitor as contained in the training contract between the training solicitor and the trainee solicitor should equally be applicable to the relationship between each practising solicitor in the other firm and the trainee solicitor; and
- (iii) the responsibility for the completion of and the submission to the Society of any statutory declaration(s) as to service by the trainee solicitor of his/her period of in-office training and any other required documents should remain with the training solicitor (or, if applicable, the training officer in his/her firm), who should identify, whether in any such declaration(s) or in any other such document(s), details relating to the specified period of such service engaged in by the trainee solicitor with the other firm.

(C) Without prejudice to the generality of the foregoing covenants of the training solicitor, the training solicitor may, in particular circumstances and with his/her prior consent in writing and with the prior consent in writing of the Society's Education Committee, permit the trainee solicitor, for a duration of time not exceeding six months, hold an office or engage in employment in the State or elsewhere which, in the opinion of the said Committee in the particular case, would be advantageous to such trainee solicitor in the furtherance of his/her education or training (or both) and in his/her preparation for admission to the solicitor's profession.

REVIEW OF EXPERIENCE AND APPRAISAL OF PERFORMANCE

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 partner(s) or employed solicitor(s) 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) make prompt and adequate arrangements to deal, as necessary, with any reasonable personal concerns of the trainee solicitor; and
- (e) (both during and at the expiration of the period of in-office training) comply with the prescribed regulatory 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/her part hereinbefore 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 for the time being in force.

CONDITIONS PRECEDENT

- 5. The coming into effect of this training contract and the commencement of the period of in-office training is conditional upon the trainee solicitor duly completing the Society's Professional Practice Course (or, if applicable, the Society's Professional Practice Course Hybrid) and sitting the individual examinations comprising the Society's Final Examination-Second Part (or, if applicable, the Society's adapted Final Examination-Second Part) as he/she is required to sit; and in the event of the trainee solicitor not satisfying these conditions precedent within a period of three years following the date hereof, this training contract 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 training contract 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 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 training solicitor
in the presence of:

SIGNED and **SEALED** by the trainee solicitor
in the presence of:

[THESE INDENTURES OF APPRENTICESHIP ("training contract"), AS DULY SIGNED BY BOTH PARTIES, SHOULD BE PRODUCED TO THE REGISTRAR OF SOLICITORS WITHIN SIX MONTHS OF THE DATE THEREOF.]

(For office use only)

Produced to the Registrar of Solicitors and particulars thereof entered in the Register of Apprentices ("trainee solicitors") pursuant to section 28 of the Solicitors Act 1954 this.....day of 20.....

.....Registrar of Solicitors.

LAW SOCIETY OF IRELAND

[FORM 4A]

[Statutory Declaration of training solicitor as to execution of indentures of apprenticeship (“training contract”), or assignment thereof.]

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(“training contract”)/assignment of indentures of apprenticeship(“training contract”)*dated the.....day of.....20....., produced herewith to the Registrar of Solicitors pursuant to section 28 of the Solicitors Act 1954, were/was duly executed by..... (“trainee solicitor”) and by myself, this declarant.
3. *The term of service by the trainee solicitor of his/her period of in of-office training as a trainee solicitor under the said training contract is two years continuous and full-time service which will commence on the date that will be fourteen days after the date on which the later of the following occurs, namely, the trainee solicitor duly completing the Professional Practice Course of the Law Society of Ireland (the “Society”)(or, if applicable, the Society’s Professional Practice Course Hybrid) and sitting the last of the individual examinations comprising the Society’s Final Examination–Second Part (or, if applicable, the Society’s adapted Final Examination–Second Part) as he/she is required to sit.

or

The term of service by the trainee solicitor of his/her period of in-office training under the said training contract will commence on.....20....., the trainee solicitor having already completed.....months of his/her two year period of in-office training between.....20.....and.....20.....with his/her former training solicitor,.....,Solicitor/the trainee solicitor having obtained the consent of the Society’s Education Committee to undertake a reduced period of in-office training* for a term of months on a continuous and full-time basis.

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 bywho is personally known to me*) at in the City/County of this day.....of.....20.....

Signed



LAW SOCIETY
OF IRELAND

Dated the day of 20

BETWEEN:

.....
Training Solicitor

and

.....
Trainee Solicitor

INDENTURES OF APPRENTICESHIP