

## Personal Insolvency Act 2012

### Electronic Communications Agreement

Version: I 2014

This **AGREEMENT** is made **BETWEEN**

- (1) the Insolvency Service of Ireland (“**ISI**”), having its offices at Block 2, Phoenix House, Conyngham Road, Dublin 8, a statutory body established under the Personal Insolvency Act 2012, as amended from time to time (the “**Act**”);
- (2) such approved intermediaries who from time to time subscribe to this Agreement as provided in this Agreement (the “**AIs**”);
- (3) such personal insolvency practitioners who from time to time subscribe to this Agreement as provided in this Agreement (the “**PIPs**”); and
- (4) such creditors who from time to time subscribe to this Agreement as provided in this Agreement (the “**Creditors**”).

#### **WHEREAS**

- (A) The use of electronic communications (including, for the avoidance of doubt, email communications) in connection with the Act will deliver significant efficiencies for the ISI, AIs, PIPs and Creditors (including the reduction of administration, printing and postage costs) and will speed up the provision of information between them. The reduced use of paper will also have environmental benefits.
- (B) The use of electronic communications is contemplated under the Act, including section 134 thereof insofar as it permits persons to agree in advance an electronic alternative to the giving and receiving of any notice required or permitted to be given under the Act.

#### **1. DEFINITIONS**

- 1.1 Unless otherwise defined in this Agreement, words and expressions used herein have the same meaning as under the Act.

#### **2. AGREEMENT TO ELECTRONIC COMMUNICATIONS**

- 2.1 In consideration of the efficiencies, benefits and the speedy provision of information associated with the use of electronic communications, each person who is party to this Agreement hereby agrees (including for the purpose of section 134 of the Act) to receiving documents, notices or other information in electronic form from, or otherwise communicating by electronic means with, each other person who is party to this Agreement in connection with any matter related to the Act.
- 2.2 This Agreement does not require the exclusive use of electronic means of communication between the parties hereto. This Agreement does not prejudice the right of any party hereto to communicate using any other means with another party hereto. This Agreement does not prejudice any other agreement entered into by any party hereto with another party hereto concerning electronic communications between them.

#### **3. SUBSCRIBING TO THIS AGREEMENT**

- 3.1 An AI, PIP or Creditor may subscribe to this Agreement by completing a form substantially in the form set out in the Appendix to this Agreement (a “**Subscription Form**”) and sending same to the ISI.
- 3.2 This Agreement takes effect with respect to any approved intermediary, personal insolvency practitioner or creditor on the date that the AI, PIP or Creditor concerned sends a completed Subscription Form to the ISI, such date to be stated on the Subscription Form.

- 3.3 The ISI will maintain a list of the AIs and PIPs, and a list of the Creditors who, from time to time, have subscribed to this Agreement and will make their electronic contact details available to the other parties to this Agreement. The ISI is permitted to publish such lists, including on its website.
- 3.4 An AI, PIP or Creditor may, from time to time, update his/her/its electronic contact details for the purposes of this Agreement by way of an email to the ISI at the following email address: [info@isi.gov.ie](mailto:info@isi.gov.ie).
- 3.5 An AI, PIP or Creditor may at any time cease to be a party to this Agreement by giving notice of withdrawal to the ISI at the following email address: [info@isi.gov.ie](mailto:info@isi.gov.ie). Such AI, PIP or Creditor will, upon the ISI's removal of his/her/its name from the list referred to in clause 3.3, no longer be bound by this Agreement. Any such withdrawal will be without prejudice to the validity of anything done and any electronic communications given to such AI, PIP or Creditor prior to the removal of his/her/its name from the list referred to in clause 3.3.
- 3.6 The ISI will not incur any liability to any other party to this Agreement in connection with this clause or the operation of this Agreement.

#### 4. ISI ELECTRONIC CONTACT DETAILS

- 4.1 The ISI's electronic contact details for the purposes of this Agreement are:

Case Management: [casemanagement@isi.gov.ie](mailto:casemanagement@isi.gov.ie)

General: [info@isi.gov.ie](mailto:info@isi.gov.ie)

Regulation: [pipapplications@isi.gov.ie](mailto:pipapplications@isi.gov.ie) or [regulation@isi.gov.ie](mailto:regulation@isi.gov.ie)

- 4.2 The ISI may change its electronic contact details for the purposes of this Agreement from time to time upon giving notice to the other parties hereto.

#### 5. AMENDMENTS TO AGREEMENT

- 5.1 The ISI may from time to time amend this Agreement provided the ISI gives at least 14 days' notice of the amendment to the other parties hereto.

#### 6. GOVERNING LAW AND JURISDICTION

- 6.1 This Agreement is governed by and will be construed in accordance with Irish law.
- 6.2 Each Subscription Form will be governed by and construed in accordance with Irish law.
- 6.3 The courts of Ireland will have exclusive jurisdiction to determine any matter (including any non-contractual matter) which arises out of or in connection with this Agreement and any Subscription Form.

**GIVEN under the seal of the Insolvency Service of Ireland,**

**04 / 09 / 2014**



**LORCAN O'CONNOR,**

**Director of the Insolvency Service of Ireland**

Appendix

Subscription Form to Electronic Communications Agreement

To: Insolvency Service of Ireland  
Block 2, Phoenix House  
Conyngham Road  
Dublin 8

Date sent to ISI: \_\_\_\_\_

I/We refer to the Electronic Communications Agreement (version I 2014) between the Insolvency Service of Ireland, the approved intermediaries, the personal insolvency practitioners party thereto and the creditors party thereto (the "Agreement"). This Subscription Form is to be read together with the Agreement.

In consideration of benefiting from the Agreement, each of the following hereby subscribes to it, and agrees to be bound by its terms as an approved intermediary, a personal insolvency practitioner or, as applicable, creditor:

**Name of subscriber**

**Electronic contact details**

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*\* Insert full legal name and postal address. In the case of an AI or PIP, please also indicate authorisation number.*

*\*\* Email address*

Where this Subscription Form is completed on behalf of more than one person (e.g. creditors in a corporate group), I/we confirm that I am/we are duly authorised by each such person to complete this Subscription Form.

Yours faithfully

Signature: \_\_\_\_\_

Name of signatory: \_\_\_\_\_