



ISSUE 1 – 2026



HARRY FEHILY, MANAGING PARTNER AND EDELL CONWAY, PARTNER, HEAD OF CORPORATE FINANCE

WELCOME TO THE FIRST HOLMES NEWSLETTER OF 2026

As we begin 2026, the pace of change across the legal and commercial landscape continues to accelerate.

For our clients in insurance, public sector, commercial property and corporate advisory, the themes are consistent: increasing regulatory complexity, tighter timelines, heightened scrutiny, and a growing expectation of efficiency without compromise on quality.

At Holmes, we see this not simply as a challenge, but as responsibility.

Across our Insurance Litigation teams, we continue to support insurers, Lloyd's syndicates, MGAs and self-insured entities with robust, commercially, focused defence strategies in an environment of evolving claims patterns and increased fraud awareness.

In Property and Corporate, clients are navigating interest rate pressures, funding

constraints, restructuring activity and renewed transactional opportunities. They are seeing more strategic decision-making, more detailed due diligence, and greater focus on risk allocation in documentation.

Behind the scenes, 2026 is also a year of internal evolution for Holmes. Like many firms, we are investing in systems, processes and technology to ensure we remain efficient, secure and responsive. Legal services are changing. Clients are rightly asking how firms use technology, how data is managed, and how quality and consistency are maintained. We welcome that scrutiny.

Our focus remains constant: clear advice, strong advocacy, disciplined execution, and long-term relationships built on trust.

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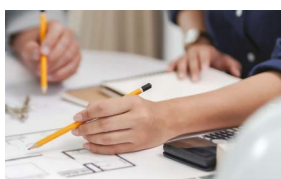
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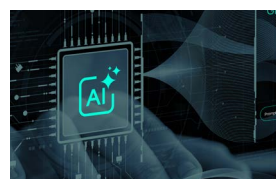
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We look forward to working with you throughout 2026 and hope you find this first edition of our 2026 newsletter both practical and insightful.

Harry Fehily,
Managing Partner
March 2026



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Promotions at Holmes

Appointment of Edel Conway as Head of Corporate Finance

Last October, Holmes had the pleasure of announcing the appointment of Edel Conway as Head of Corporate Finance, adding significant strength to its Corporate Finance unit. The unit advises domestic and international clients across private equity, corporate finance and commercial law, reinforcing the firm’s position as one of Ireland’s leading advisers on complex corporate transactions, from venture capital to private equity and cross-border acquisitions.



EDEL CONWAY, PARTNER, HEAD OF CORPORATE FINANCE

Edel brings more than 20 years’ experience in corporate and commercial law to the role. She trained and qualified with Slaughter and May in London before returning to Dublin, where she worked with a leading national firm and later became a partner in a boutique corporate practice. Edel is a native of Clare and divides her time between the firm’s offices in Dublin and Limerick. Her practice spans multiple sectors including technology, healthcare, financial services, energy, food and beverage, and retail.

“Behind every great transaction are real people and how we relate to them and honour their trust is what truly matters.”

Edel has acted for entrepreneurs, SMEs, investors, and high-growth companies, regularly advising alongside clients’ accountants and tax advisers to deliver integrated corporate finance solutions. Edel recently advised a global technology and software engineering company on its €40 million acquisition of a technology group in a cross border transaction.

“Edel brings great qualities to this role and the team. Her wealth of experience, professionalism and pragmatic approach delivers real results for our clients” said Harry Fehily, Managing Partner at Holmes. “Our highly experienced team brings both technical excellence and real-world commercial understanding to every engagement.”

Reflecting on her new role, Edel commented:

“Holmes has established itself as a trusted adviser in Corporate Finance and private equity, and I am excited to contribute to that continued growth. The Irish market is highly dynamic, with increasing levels of domestic and international investment, and I look forward to helping clients navigate that landscape with confidence.”

But while her role, and the team, looks on the outside to be all about business, in reality, Edel says it’s about people and relationships. *“Behind every great transaction are real people and how we relate to them and honour their trust is what truly matters.”*

With Edel’s leadership, the firm will continue to expand its reputation for delivering strategic, commercially focused legal advice to clients navigating Ireland’s evolving Corporate Finance market.

Holmes was delighted to retain its score of 99% in the 2025 Q9000 Legal Quality Standard Audit

Holmes was delighted to retain its score of 99% in the 2025 Q9000 Legal Quality Standard Audit. The Q9000, which is recognised by the Law Society of Ireland and awarded by the Legal Quality Standard of Ireland (LQSI), is the most advanced strategic, risk and quality management standard for law firms demonstrating exceptional levels of strategic innovation and quality management.

The firm has placed a particular emphasis on maintaining our quality standards since our merger with OCWM LLP in October 2024

Our gold grade score was awarded after a comprehensive audit of the following areas:-

- Client Management
- File Management
- Claims and Regulatory Management
- Practice and Systems Management
- Human Resources Management
- Financial Management
- Strategic Planning and Marketing Management
- IT, Information and Knowledge Management

The firm has a long history of accreditation, having first obtained an ISO accreditation in 2004. Since then, we have constantly improved and developed our processes, systems and procedures. In 2010 we obtained Legal Quality Certification, going on to achieve higher standards of certification, with the Q6000 Legal Quality Standard in 2012 and the Q9000 in 2015, the highest standard available.

We have a dedicated Risk Management Partner, Anna Owens, leading our team to ensure that all risk management policies and procedures are implemented, and compliance levels are strictly adhered to. All our employees are trained extensively in our systems, procedures and policies. Well done to all of the staff who are instrumental in implementing our Q9000 systems, procedures and policies.

The LQSI auditors commented:

“The firm should be commended for its consistent top level on scoring on Q9000, particularly in light of the merger with OCWM one year ago. The teams appear to have merged seamlessly, thanks in large part to the training provided to OCWM and the mentoring system set up to assist OCWM staff members to implement Holmes systems, to include existing risk management procedures... We are satisfied that the firm is in full compliance with the requirements of Q9000 and it has achieved a gold grade with an overall score of 99%.”



ANNA OWENS, PARTNER



BANKING, FINANCE AND CONSTRUCTION

RIAI 2025 Edition Construction Contracts

– Key Updates



Lisa Killeen,
Partner

IN BRIEF

The principal forms of construction contracts in the private sector in Ireland have undergone some significant revisions in 2025 explains Lisa Killeen. The Royal Institute of the Architects of Ireland (RIAI) has very recently published its new RIAI Construction Contracts suite of 2025 editions, developed in conjunction with the Construction Industry Federation (CIF) and the Society of Chartered Surveyors Ireland (SCSI).

The 2025 RIAI Contract editions replace the 2017 ‘Yellow’ and ‘Blue’ editions of the RIAI Articles of Agreement and the two new contracts are the outcome of the RIAI’s ongoing efforts to encourage the construction industry to adopt a more collaborative contracting model. These changes have been designed with the aim of delivery of better-quality outcomes and incorporate considerations for sustainability across all project stages.

The 2025 forms introduce a number of important changes designed to modernise the standard forms and provide greater clarity in their operation. Some of the key changes are as follows:

1. STRUCTURE CHANGE

The structure of the contract has been changed significantly. Clauses have been reorganised into clearer groupings, and the former Appendix has been placed to the front of the contract under the title Contract Particulars. This is to ensure that key project information is immediately accessible during both contract formation and administration. Although the appearance differs from earlier editions, the familiar clause structure and wording of RIAI contracts have been maintained, with revisions introduced to better reflect current industry practice.

2. SUB-CONTRACTORS AND CONTRACTOR DESIGN

Notable changes are the provisions recognising both Selected Sub-Contractors, appointed prior to the main contract being signed, and Nominated Sub-Contractors. The new forms clarify that where Selected Sub-Contractors are used, the Employer is not liable for the Selected Sub-Contractor’s works. Formal recognition of the Contractor’s potential design responsibility is also addressed. Where the Contractor takes on design responsibility, they must now exercise a reasonable standard of skill, care and diligence consistent with that of a suitably qualified and experienced contractor providing the relevant design for the specified works. Updated forms of collateral warranties for both Contractors and Sub-Contractors have also been introduced and are included at the back of the contract. If the Contractor fails to provide the required collateral warranty, then the new forms provide an entitlement for the Employer to withhold payment.

“These changes have been designed with the aim of delivery of better-quality outcomes and incorporate considerations for sustainability across all project stages.”

3. INSURANCE AND LIABILITY LIMITS

A significant development is the introduction of a Contractor’s limitation of liability clause. The new provision allows the parties to establish a monetary cap, specified in the Contract Particulars, or in the absence of such specification, defaulting to the contract sum. There are exclusions to the caps.

4. CONTRACTORS CLAIMS AND NOTICES

The new contracts introduce clear procedures for contractor claims, making timely notification a condition of entitlement and rendering late claims time-barred. This brings welcome clarity to the process and effectively standardises a practice already common in amendments to the 2017 editions.

5. HEALTH AND SAFETY

The 2025 editions include a health and safety clause requiring that the Contractor, unless otherwise specified, be appointed as Project Supervisor for the Construction Stage (PCSC) and comply with its obligations under the Safety, Health and Welfare at Work (Construction) Regulations 2013 to 2021. The Contractor must also provide the Employer with a copy of the safety statement in accordance with the relevant legislation.

6. PRACTICAL COMPLETION

A Contractor may now object in writing if the taking possession of part of the works by the Employer would materially disrupt the work sequence or hinder practical completion by the agreed date. If the Architect agrees that such disruption would occur, the Employer cannot take possession of that part as noted in the draft partial completion certificate.

“The 2025 RIAI Contract editions replace the 2017 ‘Yellow’ and ‘Blue’ editions of the RIAI Articles of Agreement and the two new contracts are the outcome of the RIAI’s ongoing efforts to encourage the construction industry to adopt a more collaborative contracting model.”

7. RESOLVING DISPUTES

The 2025 contracts have updated the approach to resolving disputes. The revised contracts provide that the parties will seek to resolve any dispute through negotiation. Similar to the 2017 editions, while disputes may be referred to conciliation and arbitration, the parties have the discretion to opt out of arbitration. If a dispute is referred to adjudication under the Construction Contracts Act 2013, it cannot simultaneously be referred to conciliation.

MAKING POSITIVE IMPACTS

CORPORATE RESPONSIBILITY

TRANSITION YEAR PROGRAMME

At Holmes O’Malley Sexton LLP, we are committed to attracting, developing, and engaging the most productive and ambitious talent in the legal sector.

Our Transition Year Programme represents the first step in this journey, providing young people with early exposure, real insight, and an inspiring introduction to the legal profession. From there, talent continues to grow with us through our Internship and Traineeship programmes, each designed to build capability, confidence, and long-term career pathways within the firm. Developing early talent is not just a programme, it is an investment in the future capability and sustainability of the firm. These initiatives are central to our wider talent strategy, ensuring we continue to attract new talent that fuels the ongoing growth and success of the firm.

Here’s to investing in future leaders and building a strong pipeline for the future.



Christmas Coffee Morning

We held a wonderful coffee morning on 27th November 2025 in support of Milford Hospice. Thank you to Emma Brewer, Legal Secretary in our Defence Litigation Department, for organising such a lovely morning and thank you to all our fabulous bakers who went above and beyond. **We are so grateful for the incredible community spirit, the delicious treats, the chats and the generosity.**

St Gabriel’s Christmas lunch

Holmes hosted a fantastic table of clients and friends of the office at the St. Gabriel’s 2025 annual Christmas Ladies Lunch festive fundraiser at The Savoy Hotel on Friday, November 21st 2025.

This lunch is an annual festive fundraiser and Holmes are delighted to continue to support this very worthy cause. Thank you to all our guests for attending and we hope that you had an enjoyable afternoon.



LIMERICK CHAMBER AWARDS

Holmes attended the 2025 Limerick Chamber President’s Dinner and Regional Business Awards on 14th November 2025 as one of the award category sponsors.

Our Partner, Lisa Killeen, had the pleasure of presenting the Innovation & Digital Transformation Award to BD Research Centre Ireland (RCI).

Huge congratulations to RCI and all the other category winners. It was a brilliant night celebrating excellence, achievement, and the incredible talent across our region.



GLOSS GALA EVENT

Holmes attended the Gloss Gala annual event at the RDS on 4th November 2025.

The event was held in association with Goodbody and was attended by 1,650 women from finance, banking, media, law, marketing, government, recruitment and tech. It was a truly memorable, glamorous and enjoyable evening. Thanks to our clients for attending and to the Gloss team for organising such a wonderful event!



CLIONA'S FOUNDATION CHARITY RUN

Holmes were delighted to take part in the 2025 Cliona's Foundation Charity Run.

Over 200 runners came together in Limerick for an incredible evening of fitness, fun, and face-to-face networking — all in support of a fantastic cause.

Great energy, great company, and even greater purpose. Proud to be part of such a vibrant business community!

UNICEF CHRISTMAS LUNCH

Some of our partners supported our client, UNICEF Ireland, by taking two tables at the annual Christmas lunch in the Manion House on 5th December 2025. A lovely morning was had at the event.



INSURANCE LITIGATION

A Wake-Up Call for Public Bodies on Their Duty of Care



Mark Healy,
Senior Associate

BACKGROUND

Barlow & Ors -v- The Minister for Communications, Marine & Natural Resources & Ors [2025] IESC 14

The Plaintiffs, a collective of mussel fishermen and aquaculture investors, had invested substantially in new vessels and infrastructure, supported by State and EU grant aid. These investments were made specifically to exploit mussel seed stocks, a resource managed by the State. The Plaintiffs alleged that the State's mismanagement of the resource, including granting access to vessels from Northern Ireland, ultimately led to the collapse of their businesses.

The Plaintiffs advanced claims including negligence, breach of statutory and constitutional duty, and breach of legitimate expectation.

Although both the High Court and Court of Appeal had previously dismissed the claims, finding no duty of care had arisen, the Supreme Court reached a different conclusion.

KEY FINDINGS FROM THE SUPREME COURT:

The Supreme Court held that the State had moved beyond simple regulation and had actively encouraged private individuals to enter and invest in the mussel seed industry, becoming intertwined with the commercial exploitation of the resource.

A duty of care could arise from the way the State exercised its statutory discretion in allocating mussel seed rights, particularly during the period between the plaintiff's investment and their withdrawal from the sector.

This duty may be grounded in several factors, including:

- The State's active solicitation of private investment.
- The necessity of that private investment to fulfil public objectives.
- The State's knowledge of the significant personal investments being made.

BROADER LEGAL IMPLICATIONS:

- **No automatic immunity:** Public bodies are not immune from private law claims, even when acting within the scope of statutory powers.

- **Proximity and foreseeability reaffirmed:** The encouragement of private investment, provision of financial support, and knowledge of investors' reliance made the plaintiffs losses both direct and foreseeable.
- **Judicial review is not a barrier to negligence claims:** The Court confirmed that the existence of a public law remedy (e.g. judicial review) does not preclude the pursuit of private law remedies.
- **Assumption of responsibility:** Public bodies that engage directly with private parties, particularly in ways that induce reliance, may be held to have assumed responsibility, giving rise to a duty of care.

The Supreme Court therefore allowed the appeal, set aside the decision of the Court of Appeal, and remitted the case to the High Court for further consideration.

PRACTICAL IMPLICATIONS FOR PUBLIC AUTHORITIES

This decision has important consequences for public authorities across all sectors:

- **Increased risk exposure:** Statutory decisions may now trigger liability where a duty of care can be established, particularly where reliance/investment is induced.
- **Review of internal controls:** Authorities should critically assess communications, grant schemes, and operational strategies that may create expectations or dependencies.
- **Use of disclaimers:** The Court indicated that clear disclaimers of responsibility may be both lawful and effective in limiting exposure, where appropriate.

CONCLUSION

The Barlow decision is a significant development in the law governing the interface between public and private sectors. It underscores that public bodies may owe actionable duties of care where their conduct induces reasonable reliance and causes foreseeable harm even where they have acted within their statutory remit. This judgment is a timely reminder that regulatory oversight carries with it the potential for legal liability. Where governance ends and influence begins, so too may legal responsibility.

COMMERCIAL PROPERTY

“A Renewed Environment For Private Sector Investment”: The Government’s Housing Action Plan to 2030



Sandra Egan,
Partner

The Government's new housing plan Delivering Homes, Building Communities 2025-2030: An Action Plan on Housing Supply and Targeting Homelessness (the “Housing Plan”) was unveiled on 13 November 2025. The key goal of the Housing Plan is to attract the private investment and development required to deliver 300,000 new homes over the five-year period.

KEY ACTION ITEMS

1. ACTIVATING LAND AND DELIVERING INFRASTRUCTURE

To deliver more homes, there must be enough land available for development. The existing Planning and Development Act 2024 will be fully implemented to simplify and accelerate the planning process. Local authorities will be obliged to ensure that zoning targets are met, with a particular focus on developing rural areas.

Key Urban Development Zones (“UDZs”) will also be identified by local authorities, which will be of interest to developers as UDZs will likely be allocated more funding and move through the planning process more quickly.

Spending on infrastructure will also be increased, with a record €12.2 billion allocated to the water sector under the Housing Plan.

The newly established Housing Activation Office is set to address and remove infrastructure blockages, with support from the €1 billion Urban Regeneration and Development Fund.

2. FACILITATING INVESTMENT

A recent Department of Finance report, cited in the Housing Plan, concludes that an estimated €20 billion per year is required to meet housing targets. The Housing Plan states that while the Government has allocated a record-level €9 billion in funding for housing in 2026, most of the finance required will need to come from the private

sector. There are plans in place to hold tradeshow events, seminars and workshops to promote and encourage investment from both domestic and international parties.

There is a particular focus on increasing the delivery of apartments, with the rate of VAT on apartments being reduced from 13.5% to 9%. An enhanced corporation tax deduction has been introduced in relation to the construction of apartments and the conversion of non-residential buildings into apartments, worth up to €6,520 per apartment. A corporation tax exemption has been implemented for cost rental funds.

There is a focus on reducing the “equity gap” for small and medium homebuilders, with the introduction of the Irish Strategic Investment Fund (“ISIF”), a new €400 million risk capital investment programme, which will partner with banks to increase the amount of equity funding available.

3. INCREASING SKILLS

The Housing Plan emphasises the importance of using “Modern Methods of Construction” (“MMC”) to increase the efficiency, speed and quality of housing delivery. Examples of MMC include offsite construction, modular construction, pre-fabrication and 3D printing, and onsite assembly. The Housing Plan has introduced a target of using MMC in at least 25% of all new-build social and affordable housing.

Other initiatives to increase skills include doubling investment in Enterprise Ireland's Build to Innovate

programme, renewing the Action Plan to Promote Careers in Construction and creating opportunities for MMC manufacturers to use funds from the ISIF. The Government also plans to invest in the SMART Modular Housing programme in Limerick to increase demand for the use of innovative MMC.

4. WORK TOWARDS ENDING DERELICTION AND VACANCY

Finally, the Housing Plan provides for the “re-use and regeneration” of derelict and vacant properties. A self-assessed Derelict Property Tax is to be introduced, under the management of Revenue, to prompt owners to take steps to avoid their property becoming or remaining derelict.

The Government will improve and expand the existing Vacant Property Refurbishment Grant which provides funding for those who wish to refurbish vacant or derelict homes, either to live in or to rent out. Similarly, the Repair and Lease scheme provides an interest-free loan for owners to refurbish their vacant properties which they can then lease to the local authority or an Approved Housing Body for social housing use.

The Vacant Homes Tax is another self-assessed Revenue tax that applies to owners of non-derelict, residential properties which are used for fewer than 30 days per year.

CONCLUSION

The Housing Plan promises to create an attractive environment for investment and current or prospective investors and developers should keep an eye out for opportunities that it may bring.

INSURANCE LITIGATION, DISPUTE RESOLUTION, EMPLOYMENT LAW

GenAI And The Courts – A New Frontier



Donal Creaton,
Partner

IN BRIEF

Since the first public release of ChatGPT in late 2022, generative artificial intelligence (GenAI) has become ubiquitous. The question of how GenAI might be deployed in the legal sector, and indeed the ethical questions that this raises, is an important topic for both solicitors, their clients and all those involved in the various legal processes. In response to this, several stakeholders have issued guidance over the past couple of years, including the Office of the Chief Justice, the Workplace Relations Commission (WRC), and the Law Society.

In June 2024, the Office of the Chief Justice issued Guidelines for Judges on the responsible use of Generative Artificial Intelligence (the “Guidelines”). It describes how GenAI allows users to find, sort, or index materials that already exist but for entirely new content to be provided by GenAI in response to questions or prompts. This generated content may appear convincing but may not be factually correct and has accordingly been referred to as ‘hallucinations’. Consequently, GenAI presents new challenges and opportunities for all involved in the legal sector, including the judiciary.

One of the key challenges for the judiciary is the submission of supposed precedent ‘cases’ but which do not actually exist. A number of red flags are highlighted which indicate that a GenAI chatbot may have been used, including: the use of American spellings or references to foreign cases; content which appears highly persuasive and well written but on closer inspection contains obvious substantive errors; references to cases that do not sound familiar; parties on each side of the case the side citing different bodies of case law in relation to the same legal issues; confused concepts or legal words which have alternative meanings in different contexts; submissions that are not focused on the relevant issue; and finally, submissions that do not accord with the judge’s general understanding of the law in the particular area.

The Guidelines describe potential uses of GenAI, but they also indicate certain tasks where the use of AI is not recommended. Potential uses include summarising information, speech writing, and some administrative tasks. Cases for which GenAI is not recommended include legal research and analysis. The Guidelines explain why GenAI is not suitable for these tasks. In particular, GenAI chatbots are typically trained on large data sets, such as the information available on the internet, with all the inaccuracies and biases inherent in this data set. This in turn can lead to multiple issues with generated content, including:

- **ACCURACY:** GenAI chatbots are prone to producing false information which may sound convincing, i.e. “hallucinating”. In the legal field, this can lead to GenAI making up non-existent cases or facts and generating fictitious citations. This has occurred in cases abroad, as well as in Ireland, including cases involving lay litigants.
- **JURISDICTION:** GenAI chatbots are limited by the date range, jurisdictional information, and type of legal materials they can access. GenAI outputs are often based on publicly available US legal materials and hence can be limited when considering the law applicable in Ireland.
- **PRIVACY AND CONFIDENTIALITY:** Any questions or prompts given to a chatbot, or documents uploaded for the purposes of summarising, should be

assumed to be going into the public domain, unless otherwise guaranteed. Any information which is private, confidential, personal, or legally privileged, should not be shared with a GenAI chatbot.

- **ETHICAL ISSUES:** Information generated will reflect all the biases in the data on which the GenAI was trained, including gender, racial, and other biases.

For all these reasons, the use of a GenAI chatbot is not a substitute for conducting legal research using trusted sources such as academic texts or legal databases. GenAI does not have the ability to critically examine the patterns it identifies in data, which can result in inaccurate or biased conclusions. GenAI chatbots publicly available today do not produce convincing analysis or reasoning, and to rely on them uncritically could compromise the integrity of the judicial process.

The WRC has also released helpful guidelines concerning the use of AI tools to prepare material for submission to the WRC. These new guidelines indicate that AI tools can produce inaccurate or misleading information especially when it comes to Irish employment and equality law. The WRC guidelines suggest that tools such as ChatGPT and Microsoft Copilot may assist in drafting text to explain concepts, but they should not be relied upon as legal advice. They also highlight that the party making submissions to the WRC is responsible for what they submit. If any legal information is incorrect or misleading, it may negatively affect the case. A party may be asked to fully explain its submission or provide clarification. It highlights similar risks to those identified in the judicial guidelines, including: fictional or incorrect references, inaccurate legal advice, data privacy concerns, and overconfidence in AI generated arguments. The WRC guidelines advise that prior to making submissions, all legal content should be double checked to understand what is being submitted, to avoid using sensitive personal data and not to rely upon AI for legal strategy or outcomes.

“GenAI chatbots publicly available today do not produce convincing analysis or reasoning, and to rely on them uncritically could compromise the integrity of the judicial process.”

It is optional to let the WRC know that GenAI has been used to assist in a submission. However, disclosure does promote transparency and allows the WRC to understand how the submission was prepared. They spell out the consequences of misuse of AI in that it will undermine the parties’ arguments, may delay the hearing of the case, and may require a party relying upon GenAI arguments to make corrections or clarifications and in serious cases will affect the credibility of a case.

The Law Society has also recently issued guidance on the use of GenAI for solicitors. The document published looks at how solicitors’ ethical and professional obligations apply when using these tools, and how such obligations are informed by the Solicitor’s Guide to Professional Conduct. Again, the Law Society indicates a list of tasks that are suitable for LLMs (large language models) used by GenAI and highlights the use of GenAI in simple administrative tasks such as summarising documents and creating checklists. It does however warn against the use of GenAI for legal advice, reviewing documents, citing legislation or case law, or the retrieval of real time information. It also points out that use of GenAI could potentially lead to a breach of professional obligations, in the areas of confidentiality, professional competence and independence and could give rise to professional negligence claims if the improper use of GenAI gives rise to a loss for a solicitor’s client. The guidelines advise caution before any GenAI assisted work is submitted externally to clients and courts. The onus rests on solicitors to ensure that ethical and professional standards are always properly maintained in the process.

In a recent Ryanair case which came before the WRC in October 2025, the WRC adjudicator referring to legal submissions by the complainant said that she was not particularly concerned whether or not the complainant used GenAI, but that parties were obliged to make relevant and accurate submissions which do not set out to mislead. She said in that case that the complainant’s attempts to bring in new allegations and claims late in the day, and also to seek to rely upon phantom citations to support his claims, could only be described as egregious and an abuse of process as the complainant had not established any inference of discrimination or shown any cogent evidence to back up his claims of victimization, harassment or sexual harassment. She dismissed his complaint.

The key takeaway from all these guidelines is that, while GenAI has some potentially useful applications in the legal profession, it also has serious limitations in terms of correctness, privacy, and bias. As a practicing solicitor, you should be aware of these limitations. Bottom line, your legal submissions must be based in fact and taking the time necessary to carefully check any output where GenAI has been used for accuracy will be essential rather than placing blind reliance that can otherwise potentially lead to disaster.

LITIGATION AND DISPUTES, REGULATORY COMPLIANCE

Discretion Over Valour

— Onus On Practitioners To Inform Litigants And
The Court's Enthusiastic Support Of Mediation



Hugh Meiklereid,
Solicitor

The Courts have long espoused the importance of parties locked in litigation to engage in a meaningful and pragmatic capacity to see if any compromise can be reached. This sentiment, evident in recent judgments from the High Court, places the onus on litigants' solicitors, to inform their clients of alternative dispute resolution.

The Mediation Act 2017 under Section 14 provides that a solicitor must advise their client about mediation and its benefits prior to issuing proceedings. The solicitor must advise to consider mediation, provide the necessary information in respect of its services together with mediation's inherent advantages and benefits. Of increasing importance to clients especially in commercial disputes is the confidentiality of mediation communications which otherwise would be ventilated in the public arena, expediency of resolution and alleviating the burden on financial resources.

Large corporate or commercial disputes need not be the only benefactors of mediation; historic disputes that involve family members or long-standing business partners who have fallen out of favour with each other also reap the benefit of mediation. The trend towards litigants opting for mediation is also reflected in the ever-increasing number of solicitors and barristers gaining post graduate qualifications in conflict management and mediation, sensing the "market" move to diplomacy.

Disputes that could take years to reach a hearing and which may indeed go against the claimant at judgment can be ventilated and compromised in a day at mediation, remaining confidential, with the assistance of pragmatic legal representatives and judicious mediators. There is no obligation on the mediating parties to reach agreement, which can be adjourned if any party becomes intractable.

Settlement agreements yielded from mediation are also able to give specificity to both sides' continuing obligations which can be enforced if obligations are not fulfilled. The same is

true of some agreements that give certainty to timelines in which, for instance, the exchange of monies is to occur between the parties or other assets to be conveyed.

Recently, Judge Twomey in *V Media Doo & Others and Techads Media Limited* [2025 IEHC 430] noted that Section 14 of the Mediation Act 2017 operates to protect clients by ensuring they are fully informed as to options which may reduce their exposure to cost and risk. Twomey J noted it was imperative that the obligation to lodge the Mediation Declaration with the initiating proceedings was complied with, failing which can halt the hearing.

"It will be the practitioner who knows the benefit of the contentious as well as the conciliatory, who will lend the most value to their client."

Contemplating mediation can also operate as a reality check to the claims made, approaching them with some scepticism.

This last year, Holmes Commercial Litigation department successfully removed a number of highly contentious and historic disputes from the High Court lists and brought them successfully to mediation, which saved vast amounts of time and the financial resources of the litigants, delivering win-win outcomes.

It will be the practitioner who knows the benefit of the contentious as well as the conciliatory, who will lend the most value to their client, in what is becoming the Court approved sentiment that there is ever increasing merit in mediation.

The information contained in Holmes News is for general information purposes only and does not constitute legal or other professional advice.

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