General terms and conditions for assistance from Aider Legal AS

1. Introduction

For all assignments in our law firm, a separate engagement letter and assignment confirmation are entered into in accordance with the guidelines of the Norwegian Bar Association. These terms and conditions apply in addition to our standard conditions, and to repeated assignments for the same client.

Our goal and obligation is to promote the client's interests in the best possible way, within the framework of the engagement agreement, Norwegian Legal Profession Act, the Regulations for Lawyers, the Norwegian Bar Association's Code of Conduct for Lawyers, the law firm's internal case handling procedures, and other relevant regulations.

All lawyers and assistant lawyers associated with the firm are licensed or authorised to practise law in Norway by The Supervisory Authority for Legal Services. All lawyers and assistant lawyers are members of the Norwegian Bar Association and are therefore subject to the association's specific decisions and arrangements for compulsory continuing education and the handling of disciplinary complaints.

2. Establishment and execution of the assignment

The description of the assignment is set out in the engagement letter/assignment confirmation, supplemented by the agreements resulting from other verbal or written correspondence. In the event of significant changes to the assignment or new assignments, the client shall receive an updated assignment confirmation.

All assignments are linked to a responsible lawyer in the law firm, who may receive assistance from the firm's other employees in carrying out parts of the assignment. Advokatfirmaet Aider Legal AS has a policy that in cases of a certain scope, there should be two lawyers who are familiar with the case, and when it is efficient and appropriate for the case, there will always be two lawyers in initial meetings.

In accordance with the Anti Money Laundering Act, "Know Your Client" routines with identification checks and risk-based customer measures must be carried out as a rule. The client is obliged to cooperate with such identification checks and other KYC measures. Please note that if the law firm suspects that transactions are linked to the proceeds of criminal activity, etc., it is required to notify ØKOKRIM (the Norwegian National Authority for Investigation and Prosecution of Economic and Environmental Crime) of this, without notifying the client or third parties.

Before an assignment is established, an attempt will be made to clarify whether there is a conflict of interest or other circumstances that indicate that the law firm cannot or should not take on the assignment. The client is obliged to contribute to such clarification. The same assessment is made in established assignments when new parties enter the case. If it is in the client's best interests and there are no significant concerns, the assignment may be commenced before the clarification is complete. In such cases, the law firm may have to withdraw from the assignment at a later date if new information comes to light that means that continuing with the assignment would constitute a breach of Code of Conduct for Lawyers.

To best promote the client's interests, the law firm is dependent on the client providing complete and prompt information about the facts of the case and the outcome the client wishes to achieve in the case.

All communications to and from the opposing party must be clarified with or go through the law firm. The law firm and the client shall keep each other mutually informed about the communication that takes place with the parties involved. The law firm will send the client a copy of all correspondence of significance that is sent and received in the case, without undue delay.

3. Fee calculation and invoicing

Unless otherwise agreed, invoicing for the assignment is based on the time spent on effective and professional work on the assignment. Our recommended hourly rates are stated in the engagement letter and are also available on our website www.aiderlegal.no.

The minimum hourly unit is 15 minutes. Telephone calls, e-mails and similar communications that do not consist of very short messages will be charged at a minimum of 15 minutes.

Assignments may require more than one lawyer and/or associate lawyer who is familiar with your case. It can be cost-effective to have several lawyers/associate lawyers participate in meetings, in the preparation of documents and in the clarification of legal and factual issues. This is not least because our employees have different areas of expertise. We continuously assess the need for which lawyers the case requires and how we should collaborate. We will therefore charge our fees for the lawyers and associate lawyers who attend conferences and clarify factual and legal issues.

When determining the final fee, we will also exercise discretion, considering the nature and complexity of the work, the outcome of the case, and how efficiently the assignment has been carried out in relation to the lawyer's experience and specialist expertise. The fee shall be reasonable in relation to the assignment and the work performed by the lawyer and other employees of the firm.

The client is responsible for court fees, costs for expert witnesses and other costs incurred in legal proceedings. Furthermore, the client is responsible for all public fees such as document fees, registration fees etc. The client is also responsible for the opposing party's legal costs if such costs are imposed.

The law firm's fee claim against the client is not limited by the client being awarded less in compensation for legal costs than the nominal value of the fee claim.

Legal restrictions on the client's right to claim reimbursement of legal costs from the opposing party do not limit the law firm's fee claim against the client. The client is liable to the law firm for the excess amount.

All costs and expenses advanced by the law firm will be invoiced together with the fee claim. Re-invoicing of expenses may result in value added tax being charged on the expense. If the solicitor has travel expenses paid for by the client, the client is therefore encouraged to pay expenses for hotels, flights, etc. directly.

In the event of late payment, interest on late payments will be charged in accordance with the provisions of the Late Payment Interest Act. In the event of payment difficulties, the client is encouraged to contact the law firm as early as possible in order to find a payment solution and clarify the law firm's further performance of the assignment.

If payment of the invoice is not made, and is not paid after a reminder, the law firm may suspend its work. In such a situation, the law firm shall not be liable for any missed deadlines. The law firm is obliged to notify the client in writing if the work is suspended, and to inform the client of any deadlines that are at risk of being missed.

4. External coverage of legal fees

Under the Legal Aid Act, certain cases may be eligible for legal assistance covered by the public sector (legal aid). Some types of cases always qualify for legal aid, while others require that the client's income or assets do not exceed certain limits. The client is encouraged to discuss the issue of free legal aid coverage with the lawyer responsible for a specific assessment.

The client's legal expenses insurance, home contents insurance, travel insurance or other insurance schemes may cover the costs of legal assistance in certain types of cases, depending on the terms of the insurance agreement. The client is obliged to provide the law firm with the necessary information for an assessment of the scope of coverage of the insurance agreement. The client is responsible for any excess or difference between the law firm's fee claim and the amount covered by the insurance company.

5. The law firm's liability

Advokatfirmaet Aider Legal AS is liable in accordance with the general rules on professional liability for lawyers and is covered by the statutory security for the practice of law, which applies without geographical limitation. The law firm's guarantor is HID.

The law firm is not liable for errors committed by advisors referred to by the law firm or by subcontractors to whom the law firm has entrusted parts of the assignment in agreement with the client.

The law firm is not liable for loss of client funds under management as a result of bankruptcy or other circumstances on the part of the bank. The law firm points out that the banks' guarantee fund does not guarantee more than NOK 2 million in deposits per depositor (law firm) per bank. Only by special agreement will the law firm take measures that may increase the degree of guaranteed coverage for the client's funds.

The law firm's liability is in any case limited to the lower of NOK 5 million or 6 times the legal fee charged in connection with the case. This limitation does not apply where the liability is due to the law firm's intent or gross negligence. Please note that this limitation deviates from the Norwegian Bar Association's general terms and conditions.

6. Handling of information

Lawyers / associate lawyers in the law firm are prohibited from unlawfully disclosing confidential information. In addition, lawyers are also obliged to treat information beyond this as confidential. In certain cases stipulated by law, exceptions to the duty of confidentiality and secrecy apply.

Unless otherwise agreed, the law firm's lawyers are entitled to share the information with other employees of the firm to the extent necessary. The law firm's other employees are subject to the same duty of confidentiality and secrecy as the lawyers.

The client understands and accepts that good and effective cooperation with a lawyer may require the client to share necessary personal data and other sensitive information. The client consents to the information being processed and stored by the law firm in accordance with the Personal Data Act. The information will only be disclosed to other parties, such as counterparties, courts and public bodies, to the extent that this is necessary for the performance of the assignment. The client has the right to access and obtain information about the processed data, as well as the right to request the correction of incomplete data. The data controller under the Personal Data Act is the law firm's board of directors, and the responsible solicitor can be contacted if you have any questions about our processing of personal data. See also the law firm's privacy policy here for information about the processing of personal data.

The law firm keeps records of all documents submitted and received in accordance with the Norwegian Legal Profession Act. The records are stored for 10 years from the date the case is closed. After this, the information is deleted without prior notice. The law firm is entitled to charge for the time required to retrieve, process and hand over archived material in accordance with normal principles.

As part of strengthening cooperation with the client, and also to keep the client as well informed as possible, the law firm sends copies of relevant communication in the client's case to the client on an ongoing basis. If the client wishes to receive a summary of the data provided again, time will be charged for retrieving and systematizing this information.

The law firm points out that electronic data communication (e-mail) generally suffers from weaknesses that mean that unauthorized persons may, under certain circumstances, gain access to the communication. To the extent that confidentiality is necessary, security measures (including encryption and redaction) may be taken to prevent unauthorized access to such communications. The client's own use of communication methods will be taken into account when assessing whether special security measures are necessary.

The law firm does not store wills, promissory notes, unregistered deeds and mortgage bonds or similar paper documents where the original document has legal effect. If the client needs assistance in storing such documents, he or she should clarify this with his or her lawyer, who can refer to other practical solutions.

7. Complaints

If the client is dissatisfied with the performance of the assignment or the calculation of fees, the client is encouraged to immediately raise this with the responsible lawyer or managing director.

The Disciplinary Board handles complaints that the lawyer has acted in violation of the rules of professional conduct or has charged excessive fees. As a general rule, the complaint must be submitted within six months after the complainant became aware or should have become aware of the circumstances on which the complaint is based. The Disciplinary Board has the authority to criticize, reprimand and warn the lawyer, and to reduce the fee charged to the client. The Disciplinary Board's decision cannot be appealed. Further information can be obtained by contacting the Disciplinary Board or at www.advokatklageordningen.no

Disputes relating to the assignment agreement shall be settled in accordance with Norwegian law and may only be brought before Norwegian courts.

The venue for disputes relating to the engagement agreement is Oslo District Court. However, consumers have the right to bring legal proceedings at their usual venue, unless the consumer has personally appeared and entered into the agreement at the law firm's office.

8. Changes to the terms of engagement

Changes may be made to these terms and conditions and the assignment confirmation. In pending assignments, changes to the detriment of the client may only be enforced one month after notification of the change in terms and conditions has been sent.

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