



# **Terms and conditions**

**Haavind**



# Terms & Conditions



## 1. The Engagement

1.1 These terms of engagement govern and apply to all services provided by Advokatfirmaet Haavind AS (Haavind). The terms apply in relation to any engagement letter provided to the client and any engagement. In case of any discrepancies between these terms and the engagement letter, the engagement letter shall prevail. The terms of engagement can be subsequently varied or extended if specifically agreed in writing with Haavind.

1.2 The engagement is an agreement with Haavind, even if it is explicitly stated or assumed that the work shall be carried out by one or more specified persons within Haavind.



1.3 Haavind's services and advice pertain to Norwegian law only. We may from time to time review and comment on agreements or matters subject to foreign law. To the extent that Haavind expresses views on foreign legal issues, such views are for informational purposes only and shall not be deemed to constitute legal advice. Haavind shall have no liability in respect of expressing any such views on foreign laws or practices.

1.4 Advising on matters relating to taxes of any kind, including value added tax, technical issues and financial matters are not part of the engagement unless this is explicitly stated in the engagement letter or otherwise agreed upon in writing.

1.5 Haavind may decide not to accept any engagement, save to the extent otherwise follows from mandatory law or regulations.

## **2. Fees and disbursements**

2.1 Unless otherwise agreed, Haavind's fees are calculated on an hourly basis, taking account of the time spent on the engagement and our hourly rates in effect at the relevant time as set out in section 2.5. Subject to agreement with the client, our fees will also take into consideration the complexity of the engagement, any need for specialist expertise, the value(s) involved and the results achieved.

2.2 All disbursements and expenses relating to the engagement, including travel, accommodation, copying, couriers etc. will be invoiced separately at cost without mark-up.

2.3 In addition to fees and disbursements, value added tax is charged on the amount according to the rates based upon applicable law.

2.4 All fees quoted to or agreed with clients, other than private individuals, are exclusive of VAT.



2.5 Haavind adjusts its hourly rates annually. The adjusted rates will apply from the date the adjustment takes effect and will also apply to on-going engagements. The hourly rates for individual lawyers may be adjusted throughout the year to reflect any changes in position, for example, associate to senior associate. Hourly rates apply per working hour. The minimum time unit is 15 minutes. Travel time is invoiced according to the general hourly rates unless otherwise agreed in the engagement letter.

2.6 An estimate of fees is only an indication based on information received, exclusive of VAT and other expenses, and is non-binding unless specifically set out in writing.

2.7 The client is obliged to pay our invoices in full in a timely manner, irrespective of the claim for legal costs submitted against the opposing party in legal disputes and irrespective of the amount awarded by a court or arbitration tribunal. This also applies if a lower amount is claimed from an opposing party in a legal dispute than what the actual legal costs amount to.



2.8 If Haavind has allocated capacity to a case and the case is concluded, suspended or interrupted with short notice and we suffer losses as a result, we expect that the client will be willing to discuss reasonable compensation for such losses.

### 3. Invoicing

3.1 Unless otherwise agreed in the engagement letter, Haavind invoices in arrears each month irrespective of the status of the engagement at the invoicing dates. Our right to fees shall not be dependent on the completion of a matter or affected by infrequent invoicing. With respect to smaller amounts, invoicing may be on an infrequent basis. With respect to larger engagements and/or in special circumstances, invoicing may take place on a more frequent basis. Haavind reserves the right to request and collect, at any time, advance payments and on-account payments even though these have not been specifically agreed upon at the outset.

3.2 Unless otherwise agreed in the engagement letter, payments shall be made within 14 days from the date of the invoice. Should there be any questions or objections relating to the invoice, any undisputed amounts shall be paid within the due date. If the client has reservations or objections to the invoices and amounts set out therein, the client must notify Haavind as soon as possible and always prior to the due date of the invoice.

3.3 Should the client fail to pay any amount due to Haavind in time, Haavind is entitled to:

- a) charge interest on overdue payments in accordance with the Norwegian Act relating to Interest on Overdue Payments;
- b) cease to carry out any further work for the client, both in respect of the Engagement in question and any other Engagements; and
- c) exercise a right of retention with regard to case documents, papers, and files etc.

3.4 Haavind reserves the right to set off any claim on fees towards amounts held or received on behalf of the client, including on client accounts.



## 4. Client identification

4.1 Haavind has a statutory obligation to verify the identity and the ownership and control structure of all clients, as well as other information relating to the client and the engagement. Haavind may therefore request proof of identity for persons involved in the engagement. If Haavind does not receive the necessary information, we may be prevented from accepting or continuing the assignment. If the client becomes aware of any changes in the information that Haavind has taken into account in the anti-money laundering assessment, the client must provide Haavind with such information, unsolicited.

4.2 Haavind may be required to notify the authorities of suspected money laundering or financing of terrorism pursuant to the Norwegian Money Laundering and Terrorist Financing Act. The Act also prevents Haavind from notifying the persons concerned that such activity may be suspected and that information has been handed over to the authorities.

4.3 Haavind shall not be liable for any damage or loss caused by it having acted in accordance with those obligations that are, in Haavind's view, applicable under sections 4.1 and 4.2 above.





## **5. Advice and status of other advisors**

5.1 Any advice provided by Haavind is tailored to the particular requirements of each engagement and the facts presented to Haavind, as well as the instructions received from the client. As such, the client should not rely on any advice provided in the context of another engagement or apply advice for purposes other than what it was intended for.

5.2 Haavind has an extensive network of other advisors in Norway and internationally and may assist clients with finding and instructing other advisors in relation to specific matters within the remit of the engagement, such as technical advisors, auditors and lawyers in other jurisdictions. Unless specifically agreed in writing with Haavind, we shall have no obligation, implied or otherwise, to obtain advice from foreign lawyers or advisors outside the legal field.

5.3 The client shall be the principal in relation to such external advisors and will be liable for the advisor's fees, even if the advisor addresses their invoices to Haavind for practical purposes. All external advisors are themselves responsible to the client, and Haavind accepts no responsibility for any external advisors or advice rendered by any such external advisors.

## **6. Limitation of liability**

6.1 Haavind maintains professional liability insurance with reputable insurance companies.

6.2 Any liability for Haavind relating to an engagement is limited to a maximum amount of NOK 50 million. Haavind shall under no circumstances be liable for indirect or consequential loss.

6.3 If, as a result of a matter giving rise to a claim for damages against Haavind, the client obtains a tax advantage, any loss to the client shall be calculated net of any tax to be assessed for the client.





6.4 Liability on the part of Haavind shall be reduced by any amount the client may recover under an insurance policy established by the client or which the client recovers from other parties. If Haavind has paid any compensation to the client, and the client later recovers amounts from insurance or other parties, the amount of net recovery (after deducting legal fees, case expenses, fines, etc), shall be reimbursed by the client to Haavind.

6.5 Haavind assumes no liability for the losses of, or claims from, third parties in relation to the client's use of documents or other advice obtained from Haavind, and third parties may not rely on advice from Haavind unless specifically agreed, as set out in section 6.7 below.

6.6 Haavind assumes no liability for any inability to commence or continue work due to circumstances beyond its control.

6.7 If agreed, at the request of the client, that a third party may rely on a document or report obtained from Haavind or advice rendered by Haavind, such reliance shall not alter or give rise to any further liability on the part of Haavind, and any damages or compensation due from Haavind to such third party shall reduce the maximum liability of Haavind to the client in relation to the engagement on a NOK for NOK basis. Nor shall such reliance give rise to a client relationship between Haavind and any such third party.

6.8 If Haavind has undertaken to provide advice on matters relating to taxes, any liability on the part of Haavind shall not include any tax payable by the client or loss of a tax position, unless it was evident at the time of such advice that the client could have realised the relevant commercial objectives by using an alternative structure or method without any additional cost or risk and would thereby have avoided payment of such taxes. Clear evidence of the alternative structure or method would have to be provided by the client to Haavind.





6.9 The limitations of liability applying in respect of any engagement being subject to these terms, also apply to partners and former partners of Haavind, lawyers and other employees who work for, have worked for, or have been appointed by Haavind.

6.10 References to the client in this section 6 shall include other companies within the corporate group or group of companies of the client.

## 7. Communication

7.1 Haavind communicates with its clients and other parties involved in an engagement in many different ways, including via e-mail correspondence. The client consents to Haavind using e-mail when carrying out the assignment, including the transmission of confidential information. The client accepts that there will always be a certain level of security risk when using e-mail. If the client has special requirements regarding the method of communications, Haavind must be duly informed of this before commencing an engagement.

7.2 Our spam and virus filters and security arrangements may occasionally reject or divert legitimate e-mails. We therefore always recommend that important emails are followed up with a phone call.





## 8. Copyright

8.1 Haavind retains the copyright to all materials (documents, files and other materials protected by the law of copyright) prepared by Haavind in connection with the execution of the engagement. Haavind will hold the copyright to all materials prepared by Haavind in connection with the execution of the engagement, but will authorise the client to use such material for the purpose it was intended for upon payment of Haavind's fees.

8.2 No document or other material generated by Haavind shall be made generally available in the public domain or used for marketing purposes, unless otherwise agreed. If the client wishes to market Haavind or refer to Haavind as its legal advisor or partner, the content of such marketing shall be agreed with Haavind in advance. The client is not allowed to use Haavind's logo or trademarks without consent from Haavind.

## 9. Confidentiality

9.1 Haavind and each lawyer and employee individually are subject to a duty of confidentiality as prescribed by law and regulations. Unless specifically agreed, Haavind's lawyers have the right to involve one or more of the firm's other lawyers or employees in the engagement, without the need to obtain additional consent from the client with respect to the duty of confidentiality.

9.2 Once information of an engagement is in the public domain, Haavind may include such public information in marketing materials and on the Haavind website and social media platforms. Haavind may use the client's logo in connection with this. Haavind may also provide such public information to agencies conducting legal surveys, in connection with tenders and market research etc. Such information shall be limited to details that are already in the public domain. In the event that the client would prefer that Haavind refrain from publishing such information, the client should notify Haavind of this in writing.



9.3 If the client instructs Haavind to make use of, or cooperate with, other advisors during an engagement, Haavind shall be entitled to share necessary information, including personal data, with the external advisor. This also applies if the advisor is located outside the EU/EEA, regardless of whether the advisor is engaged by Haavind, the client or someone acting on behalf of the client.

9.4 If Haavind acts for several parties in one matter, Haavind shall be entitled to share and hand over any information, data, document or material, including personal data, deemed relevant to the other clients in the same matter, both during the engagement and afterwards.

## 10. Conflicts of interest

10.1 Haavind may be prevented from accepting an engagement if there is a conflict of interest in relation to another client. Haavind therefore performs checks to identify any conflicts of interest, pursuant to applicable law, prior to accepting an engagement. Despite such checks, circumstances may arise that prevent Haavind from acting on behalf of a client with regard to an existing or future engagement or client relationship. Haavind will,



in such an eventuality, treat the clients in a fair manner, within the scope of the provisions of the current Norwegian Code of Conduct for Lawyers (the Code of Conduct).

10.2 Within the framework of existing legislation and the Code of Conduct, and subject to Haavind's duty of confidentiality with regard to documents and data obtained in the course of an engagement, the following applies:

- a) An engagement for the client in one case shall not prevent Haavind from accepting engagements against the same client in another case, unless this would be inappropriate.
- b) An engagement for the client shall not prevent Haavind from accepting engagements from other clients whom the client considers to be competitors.

## 11. Document handling

11.1 Haavind will, for the duration of an engagement, store any documents or material generated by Haavind, the client or third parties, electronically in our IT system in order to facilitate easy access to such information by the individuals working on the engagement.

11.2 Once an engagement has been completed, Haavind will retain all relevant documents and material generated under the engagement in hard copy or electronic format for as long as is deemed appropriate for that particular engagement, and in any case no less than what is required by law. Such documents will subsequently be destroyed or deleted without further notice to the client once the period for retention has passed.

11.3 Haavind may forward all original documents to the client after completion of an engagement. Haavind reserves the right to retain copies of such documents for its records.

11.4 As part of the engagement, the client may gain access to one or more technical platforms used by Haavind. When agreed, such access may incur additional cost to the client. In



cases where Haavind manages end user access, the client shall provide written notice to Haavind if individual users' access shall be withdrawn. If the client has primary responsibility for managing end user access, the client is responsible for the accesses granted and withdrawn when appropriate. Access to a technical platform is provided as part of Haavind's legal services and may be terminated by Haavind giving no less than one month's notice.



## 12. Personal data

12.1 During the engagement, Haavind acts as a data controller in respect of the processing of personal data, and is subject to applicable laws on personal data.

12.2 Work related to the engagement may involve the processing of personal data, including special categories of personal data, which we receive from our clients. The client is responsible for ensuring that the personal data is disclosed and transferred legally to Haavind in accordance with applicable laws on data



protection. Haavind may also collect personal data from third parties when this is agreed with the client, and acts as a data controller in relation to the subsequent processing of such data. Personal data processing constitutes a part of the performance of the engagement, which is further outlined in the engagement letter and in accordance with any other instructions from the client.

12.3 Haavind's processing of personal data is carried out in accordance with applicable laws, regulations and industry norms.

12.4 Personal data may be transferred and shared with Haavind's suppliers and collaborators when this is appropriate or necessary in order to carry out the engagement. Such suppliers and collaborators may be located outside the EEA. Upon transferring personal data to countries outside the EEA that are not approved by the EU Commission or the Norwegian Data Protection Authority (Datatilsynet), Haavind will ensure that the necessary mechanisms required to protect the information are implemented, for example, EU Standard Contractual Clauses.

12.5 The personal data will only be disclosed to other parties, such as the opposing party, a court and/or public bodies, to the degree that is in accordance with performance of the engagement or required by law.

12.6 All clients are entitled to access their personal data processed by Haavind, and may request the correction thereof in case of any inaccuracies in accordance with the law.

12.7 The personal data, together with other documents in the case, are stored for a period of 10 years after the end of the engagement. The data may be deleted after 10 years unless the client requests the documents to be returned in writing.

12.8 Please note that electronic data communication, including but not limited to e-mail, may provide weak security. To the



extent required to maintain confidentiality, it is possible to use certain security measures, including encryption, to hinder unauthorized access to such communication. In determining the need for confidentiality and the appropriate security measures, the client's preferences regarding means of communication will be emphasised. Reference is also made to section 7.

12.9 In engagements that are not classified as legal advice, Haavind may be acting as a data controller with regard to the personal data. If Haavind acts as a data processor, a separate data processing agreement must be entered into.

12.10 Please also see Haavind's privacy statement at [www.haavind.no](http://www.haavind.no).



## 13. Newsletters and marketing materials

13.1 Haavind may regularly send the client newsletters, invitations to seminars and other marketing materials by e-mail or ordinary mail. If the client does not wish to receive such correspondence, the client can inform Haavind accordingly by e-mail, as described in the correspondence. Newsletters, invitations, articles and other





marketing materials should not be viewed as advice from Haavind to the individual client, and Haavind is not responsible for any of the content being used by a client or a third party as advice.

## 14. Complaints

14.1 Client satisfaction is very important to Haavind. If a client is dissatisfied with Haavind's services for any reason, the client is urged to inform the managing partner, the responsible client partner or the lawyer in charge of the engagement as soon as possible. Haavind's services are at all times governed by the Code of Conduct.

14.2 Any claim or complaint must be submitted no later than six months after the client was made aware of, or should have been aware of, the circumstances the complaint is based on.

14.3 Any complaints relating to legal fees or violations of the Code of Conduct may be addressed to the regional Disciplinary Commission of the Norwegian Bar Association in Oslo. The Code of Conduct and additional details about the complaints procedure of the Disciplinary Commission of the Norwegian Bar Association are available on the website of the Norwegian Bar Association at [www.advokatforeningen.no](http://www.advokatforeningen.no).

## 15. Amendments

15.1 These terms may be amended from time to time. The most current version will always be available on the Haavind website at [www.haavind.no](http://www.haavind.no). Any amendments to the terms shall apply to all engagements that have commenced after an amendment has been implemented.

## 16. Different language versions

16.1 These terms and conditions are available in Norwegian and English. The Norwegian language version shall apply to clients domiciled in Norway, and the English language version shall apply to other clients.



## 17. Governing law and dispute resolution

17.1 These terms and all matters pertaining to an engagement shall be governed by and construed in accordance with Norwegian law. No rule of Norwegian law or any foreign law which would result in the application of foreign law on these terms or otherwise in relation to the engagement shall be applied.

17.2 Any dispute relating to the engagement, including the engagement letter and these terms, the validity or termination of these terms, and/or any other matter pertaining to an engagement shall be settled by arbitration in Oslo in accordance with the Norwegian Arbitration Act of 2004. The proceedings and the award shall be confidential, and the parties shall enter into an agreement to such effect prior to any such arbitration proceeding(s).

17.3 Notwithstanding the above, Haavind has the right to pursue enforcement proceedings for due payment against the client in any court of competent jurisdiction.

