### CONFIRMATION OF ASSIGNMENT[[1]](#footnote-1)

PART I: FORMALITIES

1. An agreement has been entered into this day regarding legal services between the Law Firm *[NAME]* and

*[CLIENT’S NAME AND CONTACT INFORMATION]*

1. Responsible attorney[[2]](#footnote-2)

*[NAME OF THE ATTORNEY]*

1. The assignment concerns[[3]](#footnote-3)

*[A DESCRIPTION OF THE ASSIGNMENT]*

1. The duration of the assignment is not expected to exceed *[X]* number of months.
2. Fees and invoicing[[4]](#footnote-4)

The indicative hourly rate for the responsible attorney for this assignment is NOK *[X]*.

The indicative hourly rates for the Law Firm’s personnel are:

* + Assistant attorneys NOK *[X – X]*
	+ Attorneys NOK *[X – X]*
	+ Senior attorneys NOK *[X – X]*
	+ Partners NOK *[X – X]*
	+ Secretaries NOK *[X – X]*

All amounts stated are excluding VAT.[[5]](#footnote-5)

The work is invoiced in arrears every *[X]* month[[6]](#footnote-6), with payment due within 14 days.

1. The Law Firm’s general terms and conditions, included in PART II of the confirmation of assignment, apply to the assignment.
2. *[DATE AND SIGNATURE OF THE RESPONSIBLE ATTORNEY]*

PART II: GENERAL TERMS AND CONDITIONS

**1. INTRODUCTION**

* 1. These general terms and conditions apply to all assignments that the Law Firm’s attorneys or employees undertake or perform in accordance with PART I.
	2. These general terms and conditions are handed over to the Client upon the establishment of the assignment and are considered accepted by the Client unless notice is given to the responsible attorney within a reasonable time that the terms are not accepted.
	3. Unless otherwise agreed, the terms and conditions will also apply to repeated assignments for the same Client.
	4. The aim and obligation of the Law Firm is to look after the Client’s interests in the best possible way, within the framework provided by this assignment agreement, the Courts of Justice Act, the Regulations for Lawyers, the Code of Conduct for Lawyers, the Law Firm’s internal case processing routines, as well as other relevant regulations.
	5. All attorneys and assistant attorneys associated with the Law Firm have a licence or authorisation to practise as a lawyer in Norway issued by the Supervisory Council for Legal Practice. All attorneys and assistant attorneys are members of the Norwegian Bar Association and are thus subject to the Norwegian Bar Association’s special decisions and schemes for compulsory continuing education and handling of disciplinary complaints.
	6. In accordance with the Norwegian Bar Association’s guidance on how human rights are expected to be respected by law firms, the responsible attorney will take the initiative to discuss current and potential human rights violations that the assignment may cause, with the aim of assisting the Client in avoiding such violations. The Law Firm reserves the right to withdraw from the assignment if the Client decides not to follow the attorney’s advice and it is clear to the attorney that all or parts of the assignment may involve infringement of human rights.

2. ESTABLISHMENT AND PERFORMANCE OF THE ASSIGNMENT

* 1. The description of the assignment is stated in PART I, supplemented by the agreements arising from oral or written correspondence. In the event of a significant change to the assignment, the Client shall receive an updated PART I of the confirmation of assignment.
	2. A responsible attorney will be appointed for each and every assignment and will be able to receive assistance from the Law Firm’s other employees for the performance of parts of the assignment.
	3. In accordance with the Anti-Money Laundering Act, customer due diligence measures must be taken with identity verification. The Client is obliged to contribute to the implementation of customer due diligence measures. Be aware that if there is suspicion that transactions are related to the proceeds of a criminal offence, etc., the Law Firm is obliged to inform ØKOKRIM about this, without any obligation to notify the Client or third parties.
	4. Before an assignment is established, it must be ascertained that there is no 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 applies to an established assignment if a new opponent is introduced into the case. If consideration for the Client so dictates and it is found unproblematic, work may start before the clarification procedure has been completed. In such cases, the Law Firm may have to relinquish the assignment at a later point in time due to this.
	5. In order to be able to look after the Client’s interests in the best possible way, the Law Firm relies on the Client providing complete information as soon as possible about the facts of the case and the outcome the Client wants to achieve in the case.
	6. All inquiries to and from the opponent shall be clarified with or go through the Law Firm. The Law Firm and the Client shall keep each other informed about the communication that takes place with the parties involved.

3. CALCULATION OF FEES AND INVOICING

* 1. Unless agreed otherwise, total costs are based on time spent on efficient and professional work with the Client’s assignment. Our indicative hourly rates can be found in PART I of the confirmation of assignment.
	2. The minimum hourly unit is 0.25 hours (15 minutes). Phone calls and the like that do not consist of very short messages are calculated with a minimum of 0.25 hours.
	3. When determining the final fee, the responsible attorney will assess on a discretionary basis such things as the nature and complexity of the work, the outcome of the case, as well as how efficiently the assignment has been carried out in accordance with the attorney’s experience and expertise. The fee shall be in reasonable proportion to the assignment and the work performed by the attorney and the rest of the Law Firm’s employees.
	4. The Client is liable to cover court fees, the costs for expert witnesses and other costs incurred in a legal process. The Client is also liable to cover the opponent’s legal costs if these are imposed. Legal costs will often, but not always, be charged to the losing party.
	5. 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 face value of the fee claim.
	6. Statutory limitations in the Client’s right to claim compensation for legal aid costs from the opponent do not limit the Law Firm’s fee claim against the Client. Such limitations have been determined in cases before the Conciliation Board and in small claims processes, among other things.[[7]](#footnote-7)
	7. A specified overview of the work performed, expenditures, etc., shall be attached to the invoice.
	8. All costs and expenditures that the Law Firm pays in advance will be invoiced together with the fee claim. Onward invoicing of the expenditures may incur VAT expenses.
	9. Interest will be charged on overdue payments pursuant to the provisions of the Norwegian Interest on Overdue Payments Act.

4. EXTERNAL COVERAGE OF FEE COSTS

* 1. In accordance with the Act on Free Legal Aid, certain cases may be granted the right to legal assistance that is covered by the public authorities (free legal aid). Some types of case always qualify for free legal aid, while other types of cases require that the Client has no income or wealth in excess of NOK 246,000 (single person), NOK 369,000 (married couples, registered partners, etc.) and NOK 100,000 (net wealth). In certain cases, the County Governor may make exceptions from the limits. Further information about free legal aid may be obtained from the County Governor or from our office. The Client is requested to raise the issue of free legal aid coverage with the responsible attorney for a specific assessment.[[8]](#footnote-8)
	2. The Client’s possible legal aid insurance, household 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 policy. The Client is obliged to provide the Law Firm with the necessary information for an assessment of the scope of cover of the insurance policy. The Client is liable to cover any excess or difference between the Law Firm’s fee claim and the amount the insurance company covers.

5. THE LAW FIRM’S LIABILITY[[9]](#footnote-9)

* 1. The Law Firm is responsible in accordance with the general rules on the professional liability of attorneys and is covered by the statutory security for practising law, which applies without geographical limitation.[[10]](#footnote-10) The Law Firm’s guarantor is *[NAME OF INSURANCE COMPANY].*
	2. *[EXAMPLE OF FAIR LIMITATION OF LIABILITY]* Unless otherwise agreed, the assignment does not include counselling in relation to the legal and tax aspects of the case.
	3. *[EXAMPLE OF LIMITATION OF LIABILITY AS REGARDS LOSS]* The Law Firm is not liable for indirect losses, including lost profits.
	4. The Law Firm is not liable for errors made by advisers to whom the Law Firm has referred or for subcontractors to whom the Law Firm has entrusted parts of the performance of the assignment in agreement with the Client.
	5. The Law Firm is not liable for any loss as a result of the outcome of the case not corresponding to the assessment the Law Firm has made in advance of the possible outcome of the case.
	6. The Law Firm is not liable for any loss of managed Client funds 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 the Law Firm take measures that can increase the degree of guarantee coverage for the Client’s funds.

6. PROCESSING INFORMATION

* 1. Attorneys in the Law Firm are prohibited from disclosing trusted information.[[11]](#footnote-11) In addition, the attorneys are obliged to keep information beyond this confidential.[[12]](#footnote-12) In certain statutory cases, exemptions from the duty of confidentiality apply.[[13]](#footnote-13)
	2. Unless otherwise agreed, the Law Firm’s attorneys have the right to share information with other employees of the firm as far as necessary. The Law Firm’s other employees are subject to the same duty of confidentiality as the attorneys.[[14]](#footnote-14)
	3. To the extent necessary for the fulfilment of the assignment, the Law Firm will process personal data, including special categories of personal data if necessary, in accordance with the Personal Data Act and other regulations. Other parties, such as opponents, courts and public agencies will only have access to the personal data to the extent this is necessary for the assignment. The Client has the right to access information about the processed information, as well as the right to demand the correction of defective information. Pursuant to the Personal Data Act, the data controller is the Law Firm’s general manager and in case of questions about our processing of personal data, a responsible attorney can be contacted. Refer also to the processing of personal data in the Law Firm’s privacy statement: *[LINK TO THE PRIVACY STATEMENT ON THE LAW FIRM’S WEBSITE].*
	4. The Law Firm points out that electronic data communication generally suffers from weaknesses, which means that unauthorised persons under the given conditions may gain access. To the extent that confidentiality is required, security measures (including encryption and censor strips) may be taken to prevent unauthorised access such communication.[[15]](#footnote-15) As an aspect of the assessment of whether confidentiality is necessary, emphasis will be placed on the Client’s transmission of unsecured electronic information to the Law Firm.
	5. At the conclusion of the assignment, any original documents in the case will be returned to the Client or shredded according to further agreement. The Law Firm is obliged to store certain documents and information at the end of the assignment.[[16]](#footnote-16) The Law Firm may also retain copies of other case documents at the end of the assignment, within the framework of the law. Copies may be provided for a fee.

7. COMPLAINTS

* 1. If the Client is dissatisfied with the performance of the assignment or the fee calculation, the Client is requested to raise this matter immediately with the responsible attorney or the general manager. The Law Firm will immediately consider the complaint.
	2. The Norwegian Bar Association’s disciplinary committee deals with complaints that the attorney must have acted in violation of the Code of Conduct for Lawyers or has demanded a high fee. As a general rule, the complaint must be made within six months of the complainant becoming aware of or should have become aware of the circumstances on which the complaint is based. The disciplinary committee has the authority to give criticism, a reprimand and a warning to the attorney and to reduce the fee to the Client. The decision of the disciplinary committees may be appealed to the Disciplinary Board. More information can be provided by contacting the Norwegian Bar Association’s secretariat or visiting the website[www.advokatenhjelperdeg.no](http://www.advokatenhjelperdeg.no).
	3. Disputes related to the assignment agreement are settled under Norwegian law and may only be brought before the Norwegian courts.

8. REVISION OF TERMS AND CONDITIONS

The general terms and conditions of the assignment are normally revised once a year and otherwise when needed. Changes to the Client’s disadvantage, which are not necessary due to binding regulations, can only become effective after one month’s notice.

1. The confirmation of assignment shall be handed over to the Client at the same time as commencement of the assignment or as soon as possible thereafter. The confirmation consists of two parts; Part I contains specific information that must be adjusted to each assignment. Part II contains the law firm’s general terms and conditions, which do not need to be adjusted to each assignment. Please note that customer due diligence measures must be implemented at the latest when the confirmation of assignment is sent to the Client, cf. section 4-1 (5) of the Anti-Money Laundering Act. [↑](#footnote-ref-1)
2. Cf. section 232 of the Courts of Justice Act. [↑](#footnote-ref-2)
3. For example, “drawing up a will”, “representation in a child welfare case for the County Board of Child Welfare and Social Affairs”, “process assignments for the court in action for damages”, or “ongoing legal advice”. It may be specified whether the assignment involves legal action or only advice. [↑](#footnote-ref-3)
4. The current fees that apply to the assignment must be seen in context with the general terms and conditions in Part II, section 3 regarding calculation of fees. [↑](#footnote-ref-4)
5. In consumer law matters, the fees stated must include VAT, cf. section 3 of the Price Information Regulations. [↑](#footnote-ref-5)
6. A fixed price for the assignment may be an option. For shorter assignments, it will be natural to invoice collectively at the end of the assignment. Prepayment of fees may be agreed. [↑](#footnote-ref-6)
7. cf. section 6-13 (1) letter d and section 10-5 (2) of the Dispute Act. [↑](#footnote-ref-7)
8. Section 3.4 of the Code of Conduct for Lawyers requires the attorney to inform the Client of existing opportunities for public legal aid or legal aid insurance. [↑](#footnote-ref-8)
9. The Law Firm’s liability may be limited in the assignment contract. One possibility is to clarify which factual issues fall outside the assignment contract. Furthermore, the scope of liability may be limited to only *direct* loss items, compared to section 67 of the Sales of Goods Act. The liability may be limited in *amount* by linking it to the amount the Law Firm’s liability insurance covers at all times. Another possibility is to limit the liability to a *factor* of the fee charged for the assignment. In order to balance the terms, including *a disclaimer* against the limitations of liability may be considered so that the limitations do not apply to gross negligence or intent on the part of the Law Firm. Liability for losses due to subcontractors’ errors can also be disclaimed. It may be customary to stress that the Law Firm has not provided a binding assessment of the outcome of the case. Please note that policing the reasonableness of the limitations of liability in Client relationships pursuant to section 36 of the Act relating to conclusion of agreements may occur following a specific assessment at the time of fulfilment of the agreement. [↑](#footnote-ref-9)
10. Geographical limitations may result from the terms of the professional liability insurance. [↑](#footnote-ref-10)
11. cf. section 211 of the Penal Code. [↑](#footnote-ref-11)
12. cf. section 2.3.2. of the Code of Conduct for Lawyers. [↑](#footnote-ref-12)
13. Exemptions are laid down in section 26, third paragraph of the Anti-Money Laundering Act. [↑](#footnote-ref-13)
14. cf. section 2.3.3 of the Code of Conduct for Lawyers. [↑](#footnote-ref-14)
15. cf. GDPR Article 32. [↑](#footnote-ref-15)
16. The duty of custody is laid down in section 13 of the Accounting Act and section 30 of the Anti-Money Laundering Act. [↑](#footnote-ref-16)