

Terms of service

The following applies to all tasks undertaken by decode law, CVR no. 44907062, Gravenstenvej 10, 9000 Aalborg, (hereinafter "decode law", "we" or "us"), unless otherwise agreed in writing.

Confidentiality

We are bound by a duty of confidentiality.

Any information from or concerning a client that we receive in connection with an assignment is treated as confidential unless apparent from the circumstances that the information is not of a confidential nature.

Conflicts of interest

In accordance with the rules of the Danish Bar and Law Society, we will always make sure that there are no conflicts of interest before we take on an assignment.

If, during the case, disqualification or conflicts of interest arise that result in us having to withdraw from the case, we are happy to recommend another lawyer.

Professional fees

Our fees are determined on the basis of an overall assessment including among others the following factors:

1. time spent;
2. the importance and value of the case for the client;
3. the outcome of the case, the nature and scope of the work to be carried out by the lawyer; and
4. the responsibility associated with the case.

It can be difficult to determine the fee upon receipt of the assignment.

However, at the client's request, we are happy to (and, in case of consumers, will always in writing) provide a reasoned fee estimate, including information about the expected costs and disbursements.

We will inform the client as early as possible if it turns out that the fee is likely to exceed the estimate.

Billing

Usually, we will invoice monthly in arrears or at the end of the case. Our payment terms are stated in our invoices and will usually be 8 days from the invoice date. The fee is subject to VAT in accordance with applicable rules.

Disbursements

The client is invoiced separately for disbursements and relevant costs in connection with our assistance, including registration fees, court fees, travel and subsistence costs and extraordinary copying costs. We will inform the client of such costs as far as possible.

Prepayment

We usually invoice disbursements and other costs to the client at the same time as we invoice our fee for the assignment. However, we are entitled to require prepayment of disbursements and costs known beforehand, just as we may require prepayment of our fees if this is deemed necessary or appropriate.

Client funds

We do not manage client funds since our services do not require it.

Processing of personal data

We protect and process personal data in accordance with applicable legislation in force at any given time. Read more in our privacy policy here: <https://decodelaw.dk/gdpr>

Use of our advice

Our advice and other services are targeted at the specific task and may therefore not be used for any other purpose without our express, written and prior consent.

We disclaim any liability for losses arising from our advice being used for purposes or in a context other than what has been disclosed to us in connection with the provision of our advice.

Termination of the client relationship

The client may terminate the client relationship at any time by written notice to us.

Our withdrawal from a client relationship will, where appropriate, take place with respect to the Code of Conduct for the Danish Bar and Law Society which states that a lawyer may not withdraw from a case in such a manner and under such circumstances that the client is prevented from seeking other legal assistance in a timely manner and without any other adverse effect.

Liability and limitations of liability

We are responsible for our legal advice in accordance with the general rules of Danish law subject to the limitations set out below.

Our liability does not include liability for indirect or consequential losses, including operating losses, loss of time, loss of data, compensation, contractual damages, loss of profits, loss of or damage to goodwill, etc., regardless of whether such losses were foreseeable or whether we were informed of the possibility of such losses.

Our liability is limited to a maximum of 5 times the invoiced and paid fee for the task in question (excluding VAT), but a maximum of DKK 2,500,000

Claims can only be made against decode law and not against individual partners and/or employees.

If the client is a business, the limitation period for any claim for damages against decode law is 12 months after the client becomes aware of, or should have become aware of, the circumstances justifying the claim. However, the limitation period occurs no later than 3 years after the advice on which the claim is based has been provided.

We have taken out liability insurance in accordance with the rules laid down by the Danish Bar and Law Society with CNA Insurance Company (Europe) S.A., Hammerensgade 6, 1, DK-1267 Copenhagen K, Denmark, CVR no. 40015604, and CNA Insurance Company (Europe) S.A. has issued a guarantee in accordance with the Danish Bar and Law Society's rules on this.

Archiving

Case files are stored for five years from the end of the assignment unless longer or shorter storage is required by the circumstances or by applicable law after which they are shredded in the case of physical documents or deleted in the case of electronic storage.

Complaints

We are subject to the Danish Bar and Law Society's general rules on complaints.

If the client is not satisfied with our assistance or fee, we ask the client to contact the lawyer responsible for the case. If the client and the partner responsible for the case cannot find a solution, the client can bring the case before the Disciplinary Board of the Danish Bar and Law Society, Kronprinsessegade 28, 1306 Copenhagen K. Tel. 33 96 97 98. E-mail: klagesagsafdelingen@advokatsamfundet.dk.

Choice of law and jurisdiction

Any dispute between us and a client shall be resolved in accordance with Danish law, and a dispute shall be settled by the court of Aalborg in the first instance.