

GENERAL CLIENT SERVICE TERMS

These standard client service terms will apply to any matter in which you engage us. These standard terms are subject to any other terms that may be agreed upon between you and the firm.

1. LEGAL TEAM

- A partner will be assigned to take primary responsibility for your legal needs and supervise all legal work.
 - Other legal professionals will assist based on experience, the nature of the issue, and time constraints.
 - Staffing discussions are welcome.
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2. SCOPE OF OUR ROLE

- The scope of work will be confirmed through ongoing communication. It won't be expanded without your instructions.
 - Tax advice is excluded unless explicitly agreed upon.
 - Our role is to provide legal advice and services, not financial or business advice.
 - Instructions may be accepted from anyone within your organization with apparent authority unless told otherwise.
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3. HOW WE MANAGE CONFLICTS

- We may represent other clients whose interests may be adverse to yours, provided the matter is not the same.
- Ethical walls are implemented to protect confidentiality between such matters.

- Your confidential information will never be shared or misused.
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4. FEES AND DISBURSEMENTS

- Fees are charged per the **Advocates Remuneration Order**, unless negotiated upfront.
 - Advance payments may be requested.
 - Our total charges may exceed advance payments.
 - For certain matters like arbitration, fees are based on time spent and lawyer seniority.
 - Additional fee considerations include:
 - Experience and skill
 - Amount at issue
 - Results achieved
 - Time constraints
 - Impact on availability for other clients
 - VAT applies to fees and disbursements.
 - Monthly billing is standard; late payments may accrue interest.
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5. PROFESSIONAL INDEMNITY

- Covered by Africa Merchant Assurance Company for **Ksh 50,000,000.00**.
 - Directors may be held liable if a client company goes into liquidation or receivership.
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6. DISBURSEMENTS & THIRD-PARTY COSTS

- Bills may include costs for:
 - Communication, photocopying, couriers
 - Legal research, travel, and court filing fees
 - External legal counsel or experts (billed directly or through the firm)
 - Large disbursements may require upfront payments.
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7. PRIVACY

- Any personal information shared will be collected, used, and disclosed solely to provide legal services and in compliance with privacy laws.
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8. CLIENT IDENTITY & REPORTING

- Our duty of care is owed to the organization, not individual directors or employees.
 - Any evidence of wrongdoing may be reported to senior officers or directors per legal obligations.
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9. ELECTRONIC COMMUNICATIONS

- We may use email and other electronic communication methods unless advised otherwise.
 - Risks include interception or delay; the firm is not liable for such issues.
 - Secure communication (e.g., encryption) is available on request.
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10. TERMINATION

- You may terminate the engagement in writing at any time.
 - All unpaid fees become immediately due upon termination.
 - The firm may terminate engagement for reasons such as conflicts of interest or unpaid fees.
 - Upon termination or completion:
 - Documentation may be returned upon request.
 - Documents will be stored or disposed of according to retention policies.
 - No ongoing duty to advise on future legal developments unless engaged again.
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11. STORAGE OF DOCUMENTS

- Files will be retained as required by law and may be destroyed afterward unless you instruct otherwise.
- Retrieval related to new or ongoing instructions will not incur a fee.
- Time-based charges may apply for reproduction or compliance with specific document requests.