

Akinyi Juma & Company Advocates

TERMS OF SERVICE

Effective Date: April 14, 2023

Company: Akinyi Juma & Company Advocates

Website: <https://akinyijumadvocates.com>

1. Contractual Framework

These Terms of Service govern the relationship between Akinyi Juma & Company Advocates (the “Firm”) and any individual or entity (the “Client”) who engages our legal services. Engagements are formalized through an Engagement Letter and may include any special or general terms as applicable.

By engaging the Firm, the Client acknowledges acceptance of these Terms, even where an Engagement Letter has not been signed but services have been rendered.

2. Scope and Execution of Services

The Firm determines the most suitable internal resources (legal or administrative) for each matter. The Firm may also engage third-party professionals (such as notaries, court process servers, or consultants) when necessary. The Firm remains solely responsible for the work product unless otherwise agreed in writing.

Unless agreed otherwise, our legal advice pertains exclusively to Kenyan law.

3. Deadlines and Timelines

The Firm will use reasonable efforts to meet time commitments but cannot be held liable for delays caused by the Client, external parties, or unforeseen events. Clients are responsible for alerting the Firm about any urgent dates or time-sensitive issues.

4. Client Responsibilities

Clients must provide timely, accurate, and complete information necessary for the execution of legal services. Failure to do so may compromise service quality and release the Firm from liability.

5. Confidentiality and Data Protection

All information shared with the Firm is confidential. The Firm, its advocates, and staff are bound by professional secrecy. Documents, advice, and opinions are tailored for the specific Client and matter and must not be reused or disclosed without prior written consent.

Our handling of personal data is subject to our Privacy Policy, in compliance with the Data Protection Act, 2019 (Kenya).

6. Intellectual Property

All legal opinions, documents, and correspondence produced by the Firm remain its intellectual property. Clients receive a non-transferable, limited-use license to use documents solely for their own legal matters upon full payment.

7. Limitation of Liability

The Firm's liability for any damages arising from legal services, whether contractual or otherwise, is limited to the maximum amount recoverable under our professional indemnity insurance, unless otherwise agreed in writing or where prohibited by law.

8. Fees, Disbursements, and Billing

Fees are based on:

- Hourly rates
- Fixed-fee packages
- Subscription-based retainers

All fees are exclusive of VAT and disbursements unless stated otherwise.

Invoices are due upon receipt. The Firm may charge interest for overdue payments and may suspend work until payment is received. Disbursements (e.g., court filing fees, travel, third-party service charges) are recoverable from the Client.

9. Third-Party Payers

If a Client's legal fees are to be covered by an insurer or another third party, it is the Client's responsibility to initiate the claim and ensure timely coverage. The Client remains liable for any uncovered balances or delays in payment.

10. Withdrawal & Termination

Either party may terminate the engagement upon reasonable notice. The Client remains liable for all services performed and costs incurred up to the termination date.

11. Conflict of Interest

The Firm complies with professional rules on conflict of interest and will not represent conflicting parties in the same matter. However, representation of parties with opposing interests in unrelated matters may occur where no ethical or legal conflict exists.

12. Anti-Money Laundering Compliance

The Firm adheres to Kenyan laws on anti-money laundering and may require verification of identity. We reserve the right to report suspicious activity and to decline or terminate engagements lacking adequate client cooperation or verification.

13. Governing Law & Jurisdiction

These Terms are governed by the laws of Kenya. Any dispute arising shall be subject to the exclusive jurisdiction of the Kenyan courts.

14. Miscellaneous

If any provision in these Terms is found to be unenforceable, the remaining provisions remain in effect. Failure to enforce any right shall not be deemed a waiver.

15. Updates & Contact Information

These Terms may be amended periodically, and changes will be published on our website with the updated "Effective Date." Continued engagement constitutes acceptance of the revised Terms.

Contact Us

 ICEA Building, Banda Street, 17th Floor, Nairobi, Kenya

 akinyijumaadvocates@gmail.com

 +254 707 967 022