

# MANDATE AND FEE AGREEMENT

I/We, the undersigned .....

Do hereby nominate and appoint Lynette Nance-Kivell of Nance-Kivell Attorneys with power of substitution (hereinafter called "the Attorney") to render professional legal services to me/us, which shall include the right to prosecute or defend proceedings in any competent court and on my/our behalf to take all necessary steps in connection with

1.

I/We confirm that:-

- 1.1 the attorney is entitled to charge fees on the attorney and own client scale for services rendered in terms hereof and that I/we undertake and agree to pay the attorney fees as set out in this agreement;
- 1.2 the fees on an attorney and own client scale will be calculated on a time basis in terms of an agreed hourly tariff;
- 1.3 the fees in respect of the time reasonably spent by the attorney will be calculated at a maximum hourly tariff which is at present R1500.00 per hour/or part thereof.
- 1.4 Perusal of documents at R350.00
- 1.5 Telephone calls at R150.00
- 1.6 Drafting of letters at R750.00
- 1.7 the hourly tariff set out above shall automatically escalate annually at a rate of 10% percent per annum unless specifically otherwise agreed.

2.

I/We confirm that:

- 2.1 disbursements will reasonably have to be incurred, and that we accept responsibility to pay such disbursements to the attorney on demand;
- 2.2 We shall personally be responsible to pay in full all disbursements incurred by the attorney in respect of the fees of service providers such as advocates, experts and assessors, correspondent fees who the attorney will be entitled to appoint in her sole discretion when she deems it necessary, as principal viz a viz such service providers;
- 2.3 The cost of making Photostat copies will be recovered at the rate of R 3.00 per page which amount shall also escalate annually on the same basis as set out in paragraph 1.7 above.
- 2.4 All other disbursements shall be recovered on the basis of the actual amount thereof.

3.

I/We confirm that the following shall apply in connection with the prosecution/defence of my/our action in any competent court, namely:

- 3.1 The Attorneys's fees for services rendered and disbursements incurred in connection therewith will not be based on the applicable High Court or Magistrate's Court tariffs, or the tariff applicable in any other court, but will be higher and will be calculated on another basis;
- 3.2 That we are aware that we are entitled to engage the services of attorney who may levy fees in accordance with applicable tariffs, but we elect not to do so;
- 3.3 That we understand that there is a difference between party to party costs on the one hand and attorney and own client costs on the other. We understand that party and party costs are those, which, if we are successful, we will be entitled to recover from the other party, and if we are unsuccessful, we may be responsible to pay to the successful party, whilst attorney and own client costs, are those as set out in paragraph 1 above, which we will have to pay to the attorney irrespective of whether we are successful or not, and irrespective of whether we are able to recover party and party costs from any other party.

4.

- 4.1 The attorney is entitled to render us interim accounts in respect of fees and disbursements and that at the conclusion of the matter she will render a final account.
- 4.2 All disbursements reflected in the account will, so far as possible, be accompanied by supporting documentation, and that in respect of fees, the attorney will set out a short cryptic description of the work done by her together with the total of hours spent in the execution thereof;
- 4.3 Should we require the attorney to furnish us with a detailed specified account in respect of services rendered by her, and in the event of the total of such detailed specified account being higher than the total of the account as set out in paragraph 4.2 above, we accept responsibility to:
  - 4.3.1 pay such higher amount; and
  - 4.3.2 pay the costs incurred in the preparation and drafting of such specified detailed account, which may include the costs of a cost consultant;
- 4.4 If we do not object in writing to the account, or request a specified detailed account, within 30 (thirty) days of receipt of the account from the attorney, we will be deemed to have waived any right which we may have in respect thereof and that we will also then be deemed who have accepted the attorney's account as fair and reasonable.

5.

- 5.1 We confirm that we are aware that the attorney may withdraw as my attorney for good cause, or in the event of our failing to pay any fees or disbursements in terms of this agreement. In this event the attorney shall be entitled to retain all documentation in her possession, whether prepared by her or not, until the full amount outstanding in respect of fees and disbursements has been paid

6.

- 6.1 We reserve to ourselves the right to withdraw from this undertaking and to terminate the mandate given in terms hereof by giving the attorney written notice of such withdrawal and termination within 7 (seven) days from date of signature hereof;
- 6.2 We accept that the attorney, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred by her in respect of services reasonably rendered during the period prior to the withdrawal of this mandate, which fees and disbursements shall be levied on the attorney and own client basis set out herein;
- 6.3 We confirm that should we not be able to pay any such fees or disbursements, the attorneys shall be entitled to retain the documents referred to in paragraph 5.2 above until such fees and disbursements have been paid.

7.

- 7.1 We confirm that the attorney shall, from time to time, and in her discretion, be entitled to require to pay a deposit to cover her fees and/or disbursements and that such deposit shall be payable on demand;
- 7.2 We hereby authorize the attorney to receive any monies which may be payable to us, and to recover there from any fees and disbursements owing by us, before any balance is paid out to us.

8.

We accept that the attorney will furnish me with regular reports relating to progress made by her in the execution of her mandate in terms hereof.

9.

Any amendments hereto or any additional agreements hereto must be reduced to writing.

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_