**LöTTER ATTORNEYS**

CLIENT MANDATE AND FEE AGREEMENT

FULL NAME AND SURNAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ARE YOU THE OWNER OF THE PROPERTY? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF YES, IN WHOSE NAME IS IT REGISTERED? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ARE YOU RENTING THE PROPERTY? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF YES, HOW LONG? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NUMBER (HOME): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NUMBER (WORK): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CELL PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

YOUR EMPLOYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WORK ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF SPOUSE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPOUSE’S EMPLOYER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPOUSE’S TELEPHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BANKING DETAILS: NAME OF BANK: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BRANCH AND BRANCH NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CHEQUE, SAVINGS, TRANSMISSION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF ACCOUNT HOLDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. I declare that the aforementioned information is correct and I accept liability for the payment of the fee agreed upon for professional services rendered by **LöTTER ATTORNEYS.**
2. I confirm that I recognise and understand the fee structure; I further confirm the difference between attorney & client costs and party & party costs has been explained to me in the mandate and fee agreement annexed hereto and I understand it.

1. I undertake to pay **LöTTER ATTORNEYS** recovering costs as per the mandate and fee agreement annexed hereto.
2. **LöTTER ATTORNEYS** are hereby authorised to enter into any costs negotiations and/or settlement proposals on my behalf using their own discretion.
3. I choose the above residential address as my *Domiciluim citandi et Executandi* for the purpose of serving documents pertaining to this agreement.
4. I confirm, and hereby authorise my attorneys **LöTTER ATTORNEYS** to negotiate any settlement on my behalf and to accept any offer of settlement without obtaining my prior permission provided the settlement, in their sole discretion, is to my advantage.
5. With this I confirm that my attorneys will not do any work on my case until I have paid a deposit to the offices.
6. I further confirm that until such deposit has been duly paid, no mandate arises with **LöTTER ATTORNEYS.**
7. I 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.

DATED AND SIGNED AT PANORAMA ON THIS \_\_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **CLIENT**

**AS WITNESSES:**

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LöTTER ATTORNEYS**

CLIENT MANDATE AND FEE AGREEMENT

I, the undersigned

FULL NAME AND ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDENTITY NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

do hereby nominate and appoint

**LöTTER ATTORNEYS, 25 PANORAMA ROAD, PANORAMA, WESTERN CAPE**

with power of substitution (hereafter called “the Attorney”) to render professional legal services to me, which shall include the right to prosecute or defend proceedings in any competent court and on my behalf to take all necessary steps in connection with

(GIVE A SHORT DESCRIPTION OF THE SERVICES REQUIRED)

1. I 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 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, alternatively on a Party and Party Scale plus 60% in respect of Magistrate's Court matters and 50% in respect of High Court matters. The attorney may elect at her own discretion whether to charge on the hourly tariff or the alternative scale.

1.3 the fees in respect of the time necessarily spent by the attorney will be calculated at a maximum hourly tariff which is set out below:

1.3.1 SENIOR ATTORNEY: R 2 000.00

1.3.2 JUNIOR ATTORNEY : R1 500.00

1.3.3 CANDIDATE ATTORNEY : R750.00

1.4 the hourly tariff set out above shall automatically escalate annually on 1 January at a rate of 10% per annum unless specifically otherwise agreed.

2. I confirm that:-

2.1 disbursements will of necessity have to be incurred, and that I accept responsibility to pay such disbursements to the attorney on demand;

2.2 I 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 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 disbursements in respect of travelling costs by motor vehicle will be recovered at the rate of R3.50 per kilometre which amount shall escalate annually on the same basis as is set out in paragraph 1.4 above.

2.4 the costs of making Photostat copies will be recovered at the rate of R3.50 per page which amount shall also escalate annually on the same basis as is set out in paragraph 1.4 above.

2.5 all other disbursements shall be recovered on the basis of the actual amount thereof.

3. I confirm that the following shall apply in connection with the prosecution/defence of my action in any competent court namely;

3.1 the attorney`s fees for services rendered and disbursements incurred in connection therewith will not be based on the applicable High Court or Magistrate Court tariffs, or on the tariff applicable in any other court, but will be higher and will be calculated on another basis.

3.2 that I am aware that I am entitled to engage the services of another attorney who may levy fees in accordance with applicable tariffs, but I elect not to do so;

3.3 that I understand that there is a difference between party and party costs on the one hand and attorney and own client costs on the other. I understand that party and party costs are those, which, if I am successful, I will be entitled to recover from the other party, and if I am unsuccessful, I 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 I will have to pay to the attorney irrespective of whether I am successful or not, and irrespective of whether I am able to recover party and party costs from any other party.

4. I understand that: -

4.1 the attorney is entitled to render me interim accounts in respect of fees and disbursements and that at the conclusion of the matter she will render me a final account.

4.2 all disbursements reflected in the account will, as far as possible, be accompanied by supporting documentation, and that in respect of fees, the attorney will set out in a short cryptic description of the work done by her together with the total of hours spent in the execution thereof.

4.3 should I require the attorney to furnish me 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, I accept responsibility to:

4.3.1 pay such higher account; 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 I do not object in writing to the account, or request a specified detailed account, within 15 (fifteen) days of receipt of the account from the attorney, I will be deemed to have waived any right which I may have in respect thereof and that I will also then be deemed who have accepted the attorney’s account as fair and reasonable.

4.5 I agree to pay interest to the attorney at 2% percent per month on any fees and disbursements from the date upon which the same become payable until date of payment.

5. I confirm that I am aware that the attorney may withdraw as my attorney for good cause, or in the event of my 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 of not, until the full amount outstanding in respect of fees and disbursements together with interest is paid.

6. 6.1 I reserve to myself 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 I 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 I confirm that should I not be able to pay any such fees or disbursements, the attorney 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 The client may terminate the firm's mandate at any time. This firm too may terminate the mandate at any time where we are concerned and/or disappointed with the client's conduct, such as for example its failure to pay our account and/or instruct us timeously, or we may choose rather than terminating our mandate to suspend the rendering of services. Termination or suspension under this clause shall be without prejudice to any other rights that may have occurred for either of us before termination or suspension and all amounts (fees and disbursements whether actually invoiced as yet or not) due to this firm shall become due in full when termination or suspension takes effect.

7.2 This firm shall not under any circumstances be liable or accountable to the client for any prejudice or damages it may suffer as a result of this firm ceasing to act on the client's behalf or suspending services. In addition, should this firm not cease acting (where we have the right to do so) or where we continue rendering services – at a less than proactive level – this firm does not waive its rights to cease or suspend acting at any time by giving the client notice thereof.

8. 8.1 Subject to any exclusion of liability elsewhere in this letter, the maximum liability of the firm or any individual attorney, candidate attorney, employee or agent of the firm, contracting party or of any body or entity controlled by this firm or owned by this firm or associated with this firm in respect of any direct or indirect loss or damage suffered by the client or by other beneficiaries arising out of or in connection with the services, shall be limited to the actual fees (as opposed to the disbursement) charged and paid for in respect of the services. The maximum liability shall be an aggregate liability for all claims arising, whether in contract, delict or otherwise.

8.2 The client and other beneficiaries shall not bring any claim personally against any individual attorney, candidate attorney, employee, associate or agent, as the case may be, of the firm in respect of any loss or damage suffered by the client or by other beneficiaries arising out of or in connection with the services, any claim by the client or other beneficiaries must be made (for these purposes a claim shall be made when court or other dispute resolution proceedings are commenced and served on this firm) within 6 (six) months of the date on which the client or the beneficiaries became aware, or ought reasonably to have become aware, of circumstances giving rise to a claim or potential claim against this firm, whereafter the claim, if not made, shall be deemed to have prescribed and any right the client may have had shall also be deemed to have specifically been waived.

9. Any advice we provide is for the client's benefit alone and should not (without our prior written and signed consent) be disclosed to and may not be relied upon, by third parties.

10. 10.1 I confirm that the attorney shall, from time to time, and in her discretion, be entitled to require me to pay a deposit to cover her fees and/or disbursements and that such deposit shall be payable on demand.

10.2 I hereby authorise the attorney to receive any monies which may be payable to me, and to recover their fees and disbursement owing by me, before any balance is paid out to me.

11. Where this firm communicates with the client via electronic e-mail, we remind the client that electronic mail is not a secure medium for the transmission of information as documents transmitted may be copied, recorded, read or interfered with in transit. Whilst this firm will do its best to maintain its confidentiality obligations to the client, once an e-mail has left this firm's server, this firm cannot guarantee that it will remain confidential and it needs to accept the inherent task of such communications, Furthermore, this firm is not responsible for the misuse of the internet by others and the client must ensure that suitable protection measures are put in place to prevent virus and similar attacks on its IT systems and it undertakes to perform virus checks (including the security risks of interception of or unauthorised access to such communications, the risk of corruption of such communications and the risk of viruses or other harmful devices) on a regular basis. This firm will use commercially reasonable procedures to check for the most commonly known viruses before sending information electronically, consequently the use of email as the medium of communication is at the client's sole exclusive risk and this firm shall not be liable for any damage (whether to your system or files or otherwise) or breach of confidentiality.

12. I 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.

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

14. 14.1 This firm is obliged in terms of the Financial Information Centre Act 2001 (FICA), a copy whereof will be made available to the client on its written request (or it can be downloaded from [www.fic.gov.za](http://www.fic.gov.za)) to produce certain information from the client based on the "know your client" concept/principle.

 14.2 To enable this firm to render services to the client to the best of our ability, we will expect that the client use its best endeavours to procure and promptly supply all information and assistance, and all access to documentation in the client's possession, custody, or under its control and/or under its personnel's control, where required by us.

 14.3 We will rely on any instructions or request made or notices given or information supplied, whether orally or in writing, by any person whom we know or believe or reasonably believe to be authorised by the client to communicate with us for such purposes (an authorised person).

 14.4 We will use or best pragmatic effort to ensure that the information we receive (which by its nature is private and confidential) is dealt with in the appropriate manner.

 14.5 The information we receive from the client or from any other source in the course of executing our mandate:

 14.5.1 shall not be independently considered or verified by us as to the consistency and/or correctness of the information received by us;

 14.5.2 shall not be verified to establish the reliability thereof by us;

AND accordingly this firm will assume no responsibility and make no representations with respect to the accuracy, reliability or completeness of any information provided to us.

DATED AND SIGNED AT PANORAMA ON THIS \_\_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **CLIENT**

**AS WITNESSES:**

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

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

THE ATTORNEY ACCEPTS THE MANDATE IN TERMS HEREOF

DATED AND SIGNED AT PANORAMA ON THIS \_\_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **ATTORNEY**