



**FEE STRUCTURE FOR AND PROFESSIONAL SERVICE AGREEMENT MANDATE AS BETWEEN
ATTORNEY AND CLIENT (Incorporating Surety Agreement)**

This agreement is between:

JACQUES CLASSEN INCORPORATED ATTORNEYS

(Hereinafter referred to as "{us, we, our}")

AND

FULL NAMES:

IDENTITY NUMBER:

on behalf of:

COMPANY NAME:

REGISTRATION NUMBER:

(Hereinafter referred to as "you")

and sets out the terms and conditions upon which we will represent you and which you have accepted and retained us on.

1. APPLICATION / ACTION / INSTRUCTION:

IN RE:

This agreement applies to all work we do in relation to the abovementioned matter(s) from the time you first retained us until your matter is concluded or this agreement is terminated, whichever occurs earlier.

2. PROFESSIONAL FEES:

- 2.1. All the fees set out in the following section regarding fees and costs may be used as the tariff for any bill of costs which may be taxed on the "attorney own client" and the "attorney client" scales.
- 2.2. Our fees are based on an hourly rate of:
- **Up to R4 500.00** per hour calculated on four fifteen-minute intervals for the managing director.
 - **Up to R3 500.00** per hour calculated on four fifteen-minute intervals for professional assistants,
 - Up to **R2 500.00** per hour calculated on four fifteen-minute intervals for candidate attorneys. The minimum charge is one interval (regardless of how much time is spent) which includes the following:
 - After hour rate: There will be an after-hour rate charged @ 1.5 times the normal rate.

Agreed special fee rate:

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Client signature _____

2.2.1. Preparation of court documents.

2.2.2. Consultation with client or witnesses to institute or Defend action-proceedings, for advice on evidence, for obtaining an opinion or an Advocates assistance in preparing pleadings, including exceptions, and to draft a petitions or affidavits, telephonically or otherwise.

2.2.3. Necessary consultations and discussions with a client, witness, other party, or advocate.

2.2.4. Drawing of letters and pleadings.

2.2.5. Perusing of letters and pleadings.

3. FEES AND DISBURSEMENTS:

3.1	Initial Consultation / Deposit	R 25 000.00 (Must be paid upfront)
3.2	Photocopying or electronic production	R 5.50 per page
3.3	Email / Letter sent or received	R 234.00 per page
3.4	Telephone charges: Per call made & Per call received	As per hourly rate in 15 min increments
3.5	Facsimile sent or received	R 40.00, plus R 5.00 per page
3.6	Text or WhatsApp message sent or received	R 50.00 per unit
3.7	Attending to file, serve, collection or delivery of documents	R 250.00 (excluding traveling expense and time)

3.8	Taking instructions on new matters	R 750.00 per file
3.9	Registered mail	R 75.00 per document
3.10	Drafting of Pleadings or Notices	R 165.00 per page (alternatively at the applicable hourly rate, at practitioner's discretion)
3.11	Perusal of any document	R 165.00 per page (alternatively at the applicable hourly rate, at practitioner's discretion)
3.12	Bank charges	As charged by bank
3.13	Counsel Fees	As charged by counsel
3.14	Court Fees	As charged by court
3.15	Other disbursements reasonably incurred	As charged by service or necessarily incurred.
3.16	Traveling costs	R 6.50 per kilometer (provided that where a practitioner travels with his/her personal vehicle, the charge shall be R10.00 per kilometer)
3.17	Traveling time	As per hourly rate in 15-minute increments
3.18	CIPC/ITC/Deed Searches	R150 per search

4. REVIEW OF FEES/DIBURSEMENTS:

- 4.1. Our firm may review our professional fees and disbursements and may accordingly unilaterally amend our professional fees and disbursement structure as may be reasonably necessary.
- 4.2. All clients will be informed of the new fees and disbursement structure and are entitled to terminate the mandate at such time.

5. URGENT MATTERS AND AFTER HOUR MATTERS

All fees for Urgent Matters and After Hour matters will be charged for at a rate of 1.5 times the normal rate charges as per clause 2 and 3 herein.

6. RULE 43(7) AND RULE 43(8) OF THE HIGH COURT

Please note that we are not bound by the provisions of the above rules.

7. REPAYMENT:

- 7.1. We will, from time to time, **request you to pay an advance on account of our professional fees and disbursements. These advance payments will be held in our trust account and will not be transferred to our business account until such time as a fee has been generated on the matter.**
- 7.2. You authorize us to apply monies we hold on trust for you towards payment of our fees and disbursements charged against you.
- 7.3. We will repay all excess monies held in trust to yourself, once the matter is concluded or this agreement is terminated.

8. ESTIMATE OF COSTS:

Unless an all-inclusive fee has been agreed upon, the following will apply:

- 8.1. We are unable, at this early stage, to provide you with an estimate of the likely total costs (professional fees and disbursements) that we will charge you.
- 8.2. We will, from time to time, provide you with an estimate of our costs.
- 8.3. We will not be bound by any estimation on costs at any time.

9. ESTIMATE OF COSTS RECOVERABLE:

Should Court proceedings be instituted one party may, in some circumstances, be awarded his/her costs. This means that some (**but not all**) of the costs incurred by that party will be reimbursed (or paid) by the other party. At this early stage, we are unable to provide you with an estimate of those costs. The quantum of those costs will, unless otherwise ordered by a court, be based on the relevant scale as amended from time to time.

10. ALLOCATION OF WORK:

We may, in our discretion, arrange for work on or connected with your matter to be performed by an approximately experienced person(s) (depending on the importance, urgency, nature and costs involved)

11. BRIEFING INDEPENDENT COUNSEL:

- 11.1. We may retain independent counsel to represent you or generally assist in your matter.
- 11.2. We will, except in circumstances of urgency, obtain your approval prior to retaining independent counsel.
- 11.3. You acknowledge that the fees charged by independent counsel are separate to the professional fees and disbursements set out in this agreement.
- 11.4. You agree to pay the independent counsel fees on demand.

12. INTERIM ACCOUNTS:

- 12.1. We will send you interim accounts on all monthly (or similar) basis.
- 12.2. Each interim account is a final account for the work referred to in this account.
- 12.3. You may, in writing, seek an itemization of each interim account within (20) business days of its receipt.

13. PAYMENT OF ACCOUNTS

You will pay any account rendered to you within 10 (ten) days of receipt, unless you, within this time, object to the account in writing. Failure to object to your account within this time period shall be deemed an acknowledgement of indebtedness towards our firm of the total account rendered.

14. AUTHORITY TO RECEIVE AND DEDUCT:

You irrevocably authorized us to:

- 14.1. Receive on your behalf any monies due to you in the course of or as a result of the proceedings into our trust account.

- 14.2. Deduct from monies we may receive on your behalf into our trust account and transfer to our business account such amount as is necessary to pay our professional fees and disbursements in accordance with this agreement.

15. TERMINATION BY YOU

- 15.1. You may terminate this agreement at any time by notifying us in writing.
15.2. You remain liable for all professional fees and disbursements incurred prior and subsequent to termination.

16. TERMINATION BY US:

We may terminate this agreement and cease acting for you and take all necessary steps to notify the Court and all other interested persons that we no longer act on your behalf/ if (among other things) you:

- 16.1. Fail or neglect to provide us with adequate instructions in relation to your matter.
16.2. We form the opinion, on reasonable grounds, that mutual confidence and trust do not exist between us and you.
16.3. You unreasonably refuse to act in accordance with our advice.
16.4. We consider, on reasonable grounds, that by continuing to act for you, we may breach professional conduct rules or ethics.
16.5. An amount of R1000.00 in respect of an interim or other account is outstanding to us for more than twenty (20) days; or
16.6. You do not comply with our request for a prepayment of monies into our trust account as per clause 7.1.

17. LIEN

We will (even if we have ceased to act for you) retain all files, documents and personal property in our possession or control relating to your matter until all our accounts are paid in full or a Court otherwise orders.

18. SHARED RESPONSIBILITY

We will take reasonable care in providing legal services to you. If you suffer injury, loss or damage partly as a result of our negligence in providing those services and partly as a result of your own negligence, any claim you make against us for breach of control will be reduced, as if the claim were based in negligence, to the extent that it is just and equitable having regard to your share in the responsibility for the injury, loss or damage.

19. COPYRIGHT

You acknowledge our copyright in all documents by us and that they must not be reproduced without our prior written permission.

20. DESTRUCTION OF FILES

- 20.1. We will destroy the file(s) created upon your instruction five (5) years after completion of your matter.
20.2. File(s) may be destroyed earlier upon us giving you written notice.

21. CONFIDENTIALITY

We confirm that all information, documentary and otherwise, relating to your matter will be held in the strictest of confidence and that no information of whatsoever nature shall be released to third parties without your prior written instruction.

22. ACKNOWLEDGMENT

You acknowledge and accept that:

- 22.1. We have advised you that costs calculated in accordance with this agreement may exceed the applicable scale which would otherwise apply.
- 22.2. You may seek independent legal or financial advice concerning this agreement before entering into it.
- 22.3. There may be other attorneys who are willing to act for you at a lower cost or who may not require you to enter into a cost agreement.
- 22.4. You have read and understand all the terms of this agreement and agreed to be bound by it.
- 22.5. You have received a copy of this agreement.
- 22.6. Any cancellation by yourself of any consultation, conference or any other meeting whatsoever must occur within forty-eight (48) hours or you will be liable for the full expense applicable to the consultation.
- 22.7. You further consent to the jurisdiction of the magistrates' court and to judgment being granted against you in terms of section 58 of the Magistrates Court Act 32 of 1944, should I fail to make payment of any accounts within 10 (ten) business days of the date of the registered letter of demand in respect of accounts that has been outstanding for more than 20 (twenty) business days. I further agree, that in the event of action be instituted against yourself for the recovery of any outstanding monies, fees will be charged on an **Attorney** and **Client/Attorney** own **Client** scale.
- 22.8. You have filled out the client particulars form to which this mandate is attached and confirm the address set out therein as your chosen *domicilium Gitandii et executandi*. The onus is on you to inform us in writing of any change to this address within 10 (ten) business days.
- 22.9. Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this agreement by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment of performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party;
- 22.10. Should our offices not receive a signed mandate within 48 hours of your receipt thereof, it will be deemed that you have accepted the terms and conditions herein contained and that you will be bound thereto, unless our mandate is formally terminated by yourself within 48 hours of your receipt thereof.

23. FICA

Please take note that all attorneys and firms of attorneys are accountable institutions in terms of the Financial Intelligence Centre Act and consequently required to obtain the general FICA documentation from all clients (current and prospective) and accordingly please take note that we require the following documentation to accompany this agreement:

- 23.1. **Copy of your Identity Document**
- 23.2. **Proof of residence (i.e. municipal account)**
- 23.3. **For corporate entities, we require a copy of the certificate of registration and a copy of the Identity Documents of all members/directors.**

23.4 Where we have commenced work on a matter without having obtained all FICA documentation due to the urgency of the matter at hand, your FICA documentation shall be followed up regularly and all follow-up correspondence and attendances shall be charged as per the fee structure set out in clause 3 above.

23.5 You are advised to familiarize yourself with our reporting duties in terms of the FICA in cases of non-compliance.

24. SURETY

In the event that the client is a corporate entity the member(s) / director(s) of such corporate entity hereby acknowledge, accept and agree that they bind themselves (with the signature of their representative) jointly and severally as Co-Principal Debtors towards Jacques Classen Attorneys for all debts that may be incurred by the corporate entity herein and acknowledge that they, as member(s) / director(s), will be held personally liable for all outstanding debts.

Signed at _____ on the _____ day of _____ 20____.

(On Behalf of JACQUES CLASSEN INC ATTORNEYS)

CLIENT

AS WITNESSES:

1. _____ 2. _____

PLEASE BRING THE ORIGINAL COMPLETED FORM WITH YOU ON THE DAY OF YOUR CONSULTATION & PROVIDE SIGNED COPIES HEREOF BY RETURN E-MAIL