

SHACKLETON & MOHAPI ATTORNEYS

ATTORNEYS - PROKUREURS

CLIENT MANDATE AND FEE AGREEMENT

NAME OF INDIVIDUAL/COMPANY: _____

ID NUMBER/COMPANY

REGISTRATION NUMBER: _____

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

FAX NUMBER: _____

TELEPHONE NUMBER (HOME): _____

TELEPHONE NUMBER (WORK): _____

CELL PHONE: _____

YOUR EMPLOYER: _____

WORK ADDRESS: _____

BANKING DETAILS: NAME OF BANK: _____

BRANCH AND BRANCH NUMBER: _____

CHEQUE, SAVINGS, TRANSMISSION: _____

ACCOUNT NUMBER: _____

NAME OF ACCOUNT HOLDER: _____

SOURCE OF INCOME: _____

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 **Shackleton & Mohapi Attorneys**.

2. I confirm that I recognize 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 and I understand it.
3. I undertake to pay **Shackleton & Mohapi Attorneys** recovering costs as per the mandate and fee agreement.
4. **Shackleton & Mohapi Attorneys** are hereby authorized to enter into any costs negotiations and/or settlement proposals on my behalf using their own discretion.
5. I choose the above residential address as my *Domicilium citandi et Executandi* for the purpose of serving documents pertaining to this agreement.
6. I confirm, and hereby authorize my attorneys **Shackleton & Mohapi 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.
7. I accept that the partnership will furnish me with regular reports relating to progress made by them in the execution of their mandate in terms hereof.
8. All disputes regarding payment in terms of this mandate and agreement would be referred to the Law Society's Assessment Committee for assessing.

SHACKLETON & MOHAPI ATTORNEYS

ATTORNEYS - PROKUREURS

CLIENT MANDATE AND FEE AGREEMENT

I, the undersigned

FULL NAME/COMPANY NAME:

IN MY CAPACITY AS:

IDENTITY NUMBER/REGISTRATION

NUMBER: :

Do hereby nominate and appoint the **Shackleton & Mohapi Attorneys** with power of substitution (hereafter called "the partnership") 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 partnership 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 cost of an initial consultation on an attorney and own client scale is R1250 per hour;
- 1.3 the fees on an attorney and own client scale will be calculated on a time basis in terms of an agreed hourly tariff of R950;
- 1.4 travelling costs on an attorney and own client scale are R500 per hour and R250 per 30 minutes or any part thereof.

2.

I confirm that:-

- 2.1 disbursements will reasonably have to be incurred, and that I accept responsibility to pay such disbursements to the partnership on demand;

- 2.2 I shall personally be responsible to pay in full all disbursement incurred by the partnership in respect of the fees of service providers such as advocates, experts and assessors who the partnership will be entitled to appoint in their discretion when they deem it necessary, as principal *viz a viz* such service providers;

3.

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

- 3.1 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.

NB: Paragraph 2 & 3 read in conjunction with Rule 70 of the High Court Act 59 of 1959 as amended.

4.

I understand that: -

- 4.1 the partnership is entitled to render me interim accounts in respect of fees and disbursements and that at the conclusion of the matter the partnership will render me 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 partnership will set out in a short description of the work done by them together with the total of hours spent in the execution thereof.
- 4.3 should I require the partnership to furnish me with a detailed specified account in respect of services rendered by them, 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 30 (thirty) days of receipt of the account from the partnership, 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 partnership's account as fair and reasonable.

5.

5.1 I confirm that I am aware that the partnership may withdraw as my attorneys 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 partnership shall be entitled to retain all documentation in its possession, whether prepared by them or 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 partnership written notice of such withdrawal and termination within 7 (seven) days from date of signature hereof.

6.2 I accept that the partnership, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred by them 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 partnership shall be entitled to retain the documents referred to in paragraph 5.1 above until such fees and disbursements have been paid.

7.

I hereby authorize the partnership 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.

8.

I accept that the partnership will furnish me with regular reports relating to progress made by them in the execution of his/her mandate in terms hereof.

9.

In the event of the client having a dispute regarding the fees, he/she would be entitled to waiver the right for taxation and the bill will be assessed by the Law Society.

10.

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

DATED AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2015.

CLIENT

AS WITNESSES:

1. _____

2. _____