Tailored Entrepreneurial Solutions

SCHOEMAN LAW™ INC

Attorneys, Conveyancers and Notaries Public

MANDATE

I/We, the undersigned, _____ ("the Client") do hereby nominate and appoint _____ of SchoemanLaw Inc. Attorneys, Conveyancers and Notaries Public, with Registration No: 2013/021044/21, (hereafter referred to as "the Attorneys") with the right of substitution to be my lawful attorney and/or agent in connection with: _____ and any matter arising from, incidental or relating thereto as well as any subsequent matters or instructions dealt with on my/our behalf or on behalf of any other entity/person or any matter in respect of or involving an entity/person that I/we herein represent or have any form of legal interest. This appointment shall herein after be referred to as "the Mandate" or "the Agreement".

This Mandate is given to the Attorneys under the terms and conditions set out hereunder, in addition to the terms and conditions set out in Annexure "**A**" hereto:

1. The Mandate shall serve as the requisite authority to proceed to the final end and determination of the matter (or matters) referred to above, unless this Mandate is terminated in writing before such final end and determination.

2. The terms contained herein will be applicable to the matter presently referred to the Attorneys by the Client as set out above, as well as any matter/s incidental thereto or additional / subsequent instructions the Client may give to the Attorneys either in their personal capacity or in their capacity as representative of another person or in their capacity as representative of any business and / or juristic person.

3. In the event that the Client signing this on behalf of a legal entity or any (other) person (whether natural or juristic), the Client warrants that s/he has the necessary authority to do so and s/he accepts that s/he will be jointly and severally liable for the due and proper payment of the Attorneys' accounts, bills of cost, fees and disbursements.

4. The Attorneys' rates and fee structure are strictly based on the guidelines published by the Legal Practice Council (Western Cape) "LPC" (from time to time) in respect of non - litigious matters, regardless of the nature of the services rendered**. A copy of the applicable guidelines as at the date of signature hereof is annexed hereto, marked "B"**.

5. The Attorneys reserve their right and the Client hereby consents thereto that the Attorneys may run a credit check and/or trace report or any report so required to collect any outstanding amount owing to them before commencement of this agreement or at any time thereafter should it become reasonably necessary to do so as determined in the Attorneys' sole discretion.

6. The Client shall pay or cause to be paid to the Attorneys an initial deposit upon signature of this Agreement in the amount of R_____, which amount is to be held in trust (the trust account details of which are listed below) and will be applied towards accounts, bills of cost or fees and disbursements from time to time in accordance with this agreement. The Attorneys' trust account details are as follows:

   Schoemanlaw Inc (Trust)

   Nedbank Account Number: 1335363327

   Branch: Paarl Mall, 198765 Swift Code: NEDSZAJJ

- **IMPORTANT: Ref: [Your Surname] - Proof of payment to be sent to:**

  trustdeposit@schoemanlaw.co.za

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7. The initial deposit referred to above is not a price quotation of any kind, but a deposit the Attorneys require in order to cover the on-going disbursements and to use as security for their fees (including accounts and bills of cost), based on the nature of their profession. The deposit will be held in trust (in their trust account) and will be applied towards any accounts, bills of cost or fees and disbursements arising from or incidental to the services rendered to Client. **Client hereby authorises the Attorneys to retain or set-off against this or any deposit from or accruing to the Client, however arising, any amount owed by the Client to the Attorneys.**

8. The Attorneys may request additional deposits from Client as and when they deem it necessary to do so in anticipation of the existing deposit being depleted and such additional deposits shall be payable and be thus be paid by the Client on demand.

9. Estimates of fees and / or disbursements are subject to change and are given for guidance only on the basis of information then known to Attorneys.

10. It is recorded that the Attorneys do not render any service on a contingency fee basis unless otherwise agreed to in writing and signed by the Client and the attorney handling the matter.

11. All accounts are payable strictly on presentation and all overdue amounts will bear interest at 12% per annum. In addition, interest at the same rate shall be payable on all disbursements incurred on Client's behalf.

12. It is understood that the Attorneys cannot predict the course of litigious matters, alternative dispute resolutions, applications (including without limitation immigration permits, related matters and CIPC applications / registrations) as well as matters involving negotiations and can therefore not, and will not, guarantee the outcome or the duration thereof.

13. The Client further understands that party and party costs (generally awarded by a court to a successful party) are generally lower than the Attorneys' fees (attorney and own client fees based on the LPC's guidelines, referred to in paragraph 4 above). Accordingly, Client will be liable for payment of the Attorneys' accounts, bills of cost or fees even though such will most probably be higher than the statutory tariffs, and regardless of the outcome of such matter.

14. Notwithstanding anything to the contrary herein contained. Should any competent body finally determine that the Attorneys are liable to the Client, the maximum liability of SchoemanLaw Inc, its employees and agents for all claims arising out of our services to you in terms of this agreement shall be limited to an amount equal twice each cost estimate proposal rendered in terms of this agreement and in the absence thereof, 25% of the total the fees charged for the first matter referred or attended to under this agreement, and the maximum liability will apply to all claims from whatever source and how ever arising whether in contract, delict or otherwise, and will include claims for consequential loss and claims of pure economic loss (if any).

15. Client understands that if s/he is successful in litigation or in an alternative dispute resolution forum (*quasi judicial* body / tribunal), s/he may be entitled to an order for the payment of his/her costs by another party, subject to the following considerations:

    15.1 Such an award is at the discretion of the Court or forum;
    15.2 *Quasi judicial* bodies, alternative dispute resolution forums and other tribunals usually do not make costs orders;
    15.3 Client will be personally liable to the Attorneys for their account, bills of cost and all of their fees, disbursements and other costs, regardless of any order made against his/her opponent;
    15.4 If Client's opponent is funded by legal aid or is otherwise indigent, Client is unlikely to recover any costs even if s/he is successful; and

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15.5 The opponent may be unwilling or unable to pay either the sum for which Client has been given judgement or the costs s/he has been ordered to pay. In that event Client will still be obliged to pay all of the Attorneys' account, bill of cost, fees, disbursements and other costs.

16. Notwithstanding the fact that the Mandate may relate to work of a litigious nature for which fees are prescribed in terms of statutory tariffs, Client acknowledges that they are aware of the aforementioned statutory tariffs and that the sums payable by them in terms of this Mandate will be in excess of those prescribed in terms of such statutory tariffs. The fees payable in terms of the Mandate will furthermore be based upon the guidelines laid down from time to time by the LPC of the Cape of Good Hope in respect of non- litigious matters. Client acknowledges that the limitations prescribed by the High Court Rule 43 shall not apply and authorizes the deduction of such fees and disbursements payable by them hereunder from any sum to which they may be entitled arising from the execution of this Mandate.

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17. All the accounts, bills of costs or fees and disbursements payable by Client in respect of services rendered will be assessed, debited and/or taxed in accordance with the guidelines laid down from time to time by the LPC in respect of non - litigious matters. The Client will at all times be deemed to have familiarised themselves with the said Guidelines. The Attorneys will accordingly escalate their fees annually on or about March every year and/or as and when the LPC revises its Guidelines. The revised guidelines will be made available to the Client on request but the Attorneys shall be under no obligation to provide same to Client, unless so requested as the guidelines are publically available on the LPC's website or obtainable from the LPC. The applicable Guidelines as at date hereof are attached, marked "**B**".

18. The Attorneys may, as the Client's agent and Client's behalf and at their sole discretion, appoint any service providers they deem necessary including, without limitation, any correspondent attorney(s), advocates and cost consultants.

19. Client agrees to and hereby indemnifies the Attorneys in full, against any claims, liabilities, costs and expenses (including without limitation correspondent's fees, advocates' fees, cost consultant's fees) paid or incurred by the Attorneys on his/her behalf at any time and in any way arising out of the services in connection with this or any matter the Attorneys may attend to on his/her behalf.

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20. Client understand that it is of the utmost importance and in his/her best interests that s/he is completely open and honest with the Attorneys regarding the matter. It is furthermore equally important that Client provides the Attorneys with clear and concise instructions (preferably in writing) timeously. **Should the Client fail to furnish the Attorneys with instructions are being requested to do so, the Attorneys shall be entitled to withdraw as attorneys of record and terminate this Mandate.**

21. The Attorneys may withdraw as attorneys of record or terminate this Mandate for good cause by giving Client written notice at the last known email or physical address, *inter alia*, in the event that:

20.1 Of Client's failure to pay any account, bill of cost or fees or disbursements / deposit timeously in terms of the Mandate; or
20.2 If Client fails promptly to supply any information or instructions needed by the Attorneys in order to act on Client's behalf or if Client fails to advise the Attorneys immediately of any relevant change in circumstances; or
20.3 If the Attorneys determine, in their sole discretion, that they are not in a position properly to perform the Mandate given by Client;

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20.4 If Client fails to furnish the Attorneys with instructions after having been requested to do so, in writing; or

20.4 The Attorneys consider, at their sole discretion, that any part of the conduct required to be undertaken by them is inappropriate. bills of cost or fees and disbursements together with interest thereon is paid in addition to the full payment of any costs incurred or fees occasioned by the collection of the full outstanding amount.

BY SIGNING THIS MANDATE THE CLIENT CONFIRMS THAT ALL ITEMS HAVE BEEN DISCUSSED AND EXPLAINED IN FULL AND S/HE IS IN AGREEMENT THEREWITH.

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Client Signature

Date: _____

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ANNEXURE "A" - TERMS AND CONDITIONS OF THE MANDATE

These terms and conditions shall be read and apply in conjunction with the Mandate.

a) Client hereby accepts that by signing the Mandate s/he will be deemed to have agreed to these terms and conditions in full and without any limitation.
b) Any copy of this Agreement (which includes the Mandate, these Terms and Conditions of the Mandate and annexures thereto) will enjoy the same status and affect as if it were an original.
c) In the event that Client does not object in writing to accounts@schoemanlaw.co.za to any account within 7 (seven) days of its first rendition they will be deemed to have waived any right which they may have had to do so. It is further expressly agreed that by virtue of such failure to object, the Client accepts the Attorneys' account as both fair and reasonable and that they shall not raise or be entitled to raise such as a legal defence in any collection proceedings that may be instituted.

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d) In the event of Client requiring an itemised Bill of Cost in respect of the services rendered by the Attorneys in pursuance of this Mandate, Client shall be liable for the payment of any additional costs, expenses or fees occasioned thereby, including those payable to any Cost Consultant for the drafting thereof and also for the payment of any sum determined upon taxation thereof notwithstanding their liability in terms of any interim nominal accounts rendered.
e) Where the subject matter of any instruction is of a litigious nature and an itemised Bill of Cost is rendered, it is hereby agreed that the said bill shall be taxed by the relevant court involved and not by the LPC.
f) A once-off fee for opening a file, new client sign up and FICA verification shall be payable of R1250.00 + VAT, and a file closing and storage fee in the amount of R450.00 + VAT in respect of each and every file.
g) Subsequent files shall be opened against payment of a fee of R750.00 + VAT for every new matter file opened.
h) At the end of a matter or from notification to close a file, the file will be stored for a maximum period of 5 (five) years or such shorter period as the law requires, after which period the Attorneys have a right to destroy the file. A charge of R450.00 + VAT will be made for retrieving the file from storage before it is destroyed if it is done at Client's request and for supplying copies of any documents contained therein.
i) Urgent matters shall be billed at a higher hourly rate than usual hourly rates charged out. Urgent matters shall be matters requiring 48 (fourty eight) hours or less prior notice or notice for required delivery or implementation.
j) Soft Costs (recorded per matter, unless otherwise specified):

- A Disbursement Administration Fee to a maximum of 15% reckoned on the invoice concerned shall be charged on all disbursements;
- Printing, photocopying, scanning and email printing charges – R4.50 + VAT per page;
- Postage – actual postage rates; and
- Messenger / Courier Fees – actual courier rates.

k) **Client acknowledges that upon signing the Mandate they would have entered into a legally binding agreement/transaction with the Attorneys as contemplated in the Consumer Protection Act, Act No. 68 of 2008 ("CPA")**. Furthermore, Client is hereby notified that in terms of section 16(3) of the CPA s/he is entitled to a cooling - off period; **provided that**

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this transaction is based on any direct marketing in terms of the said Act. In terms of this cooling - off period, Client is entitled to cancel this agreement in writing by sending an email to adminc@schoemanlaw.co.za within 5 (five) business days after signing the Mandate. The onus of proof that this agreement is based on direct marketing shall rest completely on the client (customer).

l) Client acknowledges that all attorneys are accountable institutions in terms of the Financial Intelligence Centre Act, No. 38 of 2001 ("FICA") and that the Attorneys in terms thereof will request certain FICA documents from Client before commencement of any services in terms of the Mandate. Client therefore undertakes to provide the Attorneys with all documents so requested and warrant that those documents are both true and authentic.

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m) The "Client" being a data subject and further, as the duly authorised representative of the said Client, hereby acknowledge that the Attorneys have been engaged or may possibly be engaged to render or potentially render professional legal services and therefore consent thereto that SchoemanLaw collects, hold, organise, store, use, administer and process the Client's personal information for this purpose. The personal information (the "information") in relation to this consent is: the Client's contact – and invoicing details (including without limitation email addresses, fax and phone numbers, physical, postal and website addresses VAT and Tax Numbers, banking details), details about the legal matter, FICA documents in terms of the Financial Intelligence Centre Act 38 of 2001 (as amended), the verification of the Client's details and shall include credit check(s) on the Client and key decision-makers. The Client acknowledges that it has the right to:
   a. request a list of the names and addresses of any potential recipients of the information;
   b. to review and correct the Information; and
   c. to request the return or destruction of the Information once it is no longer required under the engagement with the Attorneys or by law.

n) The Attorneys undertake that all personal information will be held securely to the standard directed by the Protection of Personal Information Act 4 of 2013 as amended (the "Act" or "POPIA") and that the Attorneys have bound their service providers ("Operators") to a similar standard as required and prescribed by POPIA.

o) The Client acknowledges that the Attorneys may use secure information and communication technologies, including Microsoft products and other artificial-intelligence-assisted ("AI-assisted") legal technology services (collectively these "technologies"), in providing the Services. These technologies may be used for document storage and management, communications, legal research, document review, comparison, summarisation and drafting assistance.

p) Artificial intelligence is used only as an assistive tool. It does not replace the professional judgment of an admitted legal practitioner. A suitably qualified member of the Attorneys will exercise human oversight and will review and, where appropriate, correct or supplement material AI-assisted work before it is relied upon, filed, communicated as legal advice or delivered as a final work product. The Attorneys remain responsible for the Services.

q) In providing the Services, the Attorneys and their authorised technology service providers may process personal information and confidential information relating to the Client, the Client's representatives, counterparties, witnesses and other persons connected with the matter. This may include contact information, communications, contracts, pleadings, evidence, financial information, identification information, FICA records, and information concerning the legal matter. The Attorneys will limit such processing to information that is adequate, relevant and reasonably necessary for the Services or for compliance with law.

r) Technology service providers processing personal information for the Attorneys will act as operators or other authorised recipients, as applicable. The Attorneys will require them, through written agreements, to process information only on authorised instructions; maintain

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confidentiality; implement appropriate technical and organisational security safeguards; regulate the use of subprocessors; and notify the Attorneys of suspected unauthorised access or acquisition of personal information.

s) The Client acknowledges that information processed through information and communication technologies, including Microsoft products and other artificial-intelligence-assisted legal technology service or their authorised subprocessors may be stored, accessed or otherwise processed outside the Republic of South Africa. The Attorneys will permit such transfers only where a condition in section 72 of the Protection of Personal Information Act 4 of 2013 ("POPIA") is satisfied, including where the recipient is subject to a law, binding corporate rules or a binding agreement providing an adequate level of protection, or where another lawful transfer ground applies.

t) To the extent that consent is required as the lawful basis for a particular processing activity or international transfer, the Client expressly consents to the processing and transfer described in this clause. The Client confirms that, where the Client supplies personal information concerning another person, the Client is authorised to do so or another lawful basis exists. Consent may be withdrawn prospectively by written notice, subject to processing that remains necessary to perform the mandate, comply with law, establish or defend legal rights, or protect legitimate interests recognised by POPIA. Withdrawal may affect the manner, cost or feasibility of providing the Services.

u) The Attorneys will process special personal information and personal information of children only where permitted by POPIA and subject to appropriate safeguards. The Attorneys may require additional consent or may exclude particularly sensitive information from an external technology service where the contractual or security protections are not adequate for the information concerned.

v) The Attorneys will not knowingly permit identifiable client confidential information or personal information to be used to train a generally available artificial-intelligence model unless the Client has been specifically informed and has given separate written consent.

w) The Client shall notify the Attorneys in writing if particular information may not be processed using an external technology service or if the Client is subject to contractual, regulatory, court-imposed or other restrictions on such processing. The Attorneys will consider reasonable restrictions but may discuss resulting changes to the scope, timing or cost of the Services.

x) Data subjects may request access to or correction of their personal information and may exercise the other rights available under POPIA. Further information concerning processing, retention, recipients, international transfers and complaints to the Information Regulator appears in the Attorneys' privacy policy, as updated from time to time.

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ANNEXURE "B" - THE LAW SOCIETY OF THE CAPE OF GOOD HOPE 2012

Guideline for Taxing Committees
For the Assessment of Non Litigious Fees
Effective from 1 July 2012

1. APPLICATION OF THE GUIDELINE GENERALLY

1.1 Council and members of the assessment committees have concluded that ideally members should be remunerated at a rate determined by the principles enunciated in Rule 17.2 applied to the time which could reasonably be expended in accepting and completing a particular mandate.

1.2 Committees required to assess bills of cost should accordingly be placed in a position to:

1.2.1 Establish in respect of each service performed a time-related 'rate for the job'; and
1.2.2 Assess the time that could reasonably have been devoted to such job.
and in making these assessments the committees must have due regard to the factors set out in paragraph 1.6.2.

1.3 Council recommends that members, notwithstanding the fact that they may intend submitting a 'lump sum' account to the client, keep a contemporaneous note of the services rendered and, in particular, of the time involved, in the performance of their services. When submitting their initial accounts for taxation, members should specify all time-periods, numbers of folios (a folio consists of 100 words) and details of the work performed, in respect of every item of the account, to enable the Committee to make its assessment.

1.4 Members should bear in mind that the fees reflected hereafter include the cost of drawing and attending taxation of bills submitted to Council for taxation. Please note that the fees in this guideline are exclusive of VAT.

1.5 The client, or other party liable for payment of the costs, is entitled to information to reasonably know that a fee is fair and reasonable:

- where it appears to the Society that a member may not have furnished sufficient information, the Society may call upon the member to do so and failure on the part of the member may be treated as unprofessional conduct;
- on taxation, the taxing committee may, if it is satisfied that the member had timeously furnished sufficient information, direct that the client or other party concerned, bear the member's cost of drawing the Bill and attending taxation in the event of the fee being upheld or vice versa;
- members are in all cases limited to the fee as originally proposed, invoiced or debited, which may be reduced on taxation if the Taxing Committee so deems fit but which may not be increased on taxation; provided, however, that if the Taxing Committee is satisfied that the member had timeously furnished sufficient information as above required and unless the bill is assessed in an amount substantially less than the fee originally proposed by the member, the Committee may increase its assessment by an amount of 5% of the fee so allowed for the purpose of compensating the member for the cost of drawing the bill and attending taxation;
- in the event of the fee being reduced on taxation the matter may be referred by the taxing committee to the disciplinary committee for investigation of possible dishonest, unworthy or unprofessional conduct; provisions of this paragraph shall mutatis mutandis apply in respect of fees and taxation of bills between attorney and client regarding litigious matters.

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1.6 In assessing a fair and reasonable fee the responsible committee, while not obliged to, will invariably apply the guideline applicable to Research, Appearances, Consultations, Drafting Written Opinions and Attendances, which is considered by the various Committees to reflect a reasonable parameter of charges, but which is in no way binding either on the lower or upper scale.

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1.7 With a view to affording the practitioner reasonable and adequate remuneration for the services rendered by him, the committee, as the case may be, shall, on every assessment, allow all such fees and disbursements as appear to it to have been reasonable for the performance of the work concerned, and in so doing shall take cognisance of the following:

1.7.1 The amount and importance of the work done;
1.7.2 The complexity of the matter or the difficulty or novelty of the work or the questions raised;
1.7.3 The skill labour, specialised knowledge and responsibility involved on the part of the practitioner
1.7.4 The number and importance of the documents prepared or perused, without necessarily having regard to length;
1.7.5 The place where and circumstances in which the services or any part thereof were rendered;
1.7.6 The time expended by the practitioner;
1.7.7 Where money or property is involved, its amount or value;
1.7.8 the importance of the matter to the client;
1.7.9 The quality of the work done;
1.7.10 The experience or seniority of the practitioner;
1.7.11 Any tariff of fees approved by the Society or any competent authority for the sole purpose of serving as a guide to practitioners;
1.7.12 Any tariff of fees prescribed by the Council in accordance with the provisions of section 69(d) of the Act;
1.7.13 And whether the fees and disbursements have been incurred or increased through over caution, negligence or mistake on the part of the practitioner;
1.7.14 Any material change in the purchasing power of money since the promulgation of the applicable tariff of fees framed in terms of sub-rules 17.2.11 or 17.2.12.
1.7.15 Any other factor which is deemed relevant.

1.8 When called upon to do so, practitioners are obliged to attend the assessment of bills relating to matters that they have handled or to send a professional member of the firm who has ***real*** knowledge of the matter and is in a position to assist the panel.

1.9 Where a practitioner does not attend a taxation when called upon to do so or where he does not send a member or candidate attorney from his firm who has any real knowledge of the matter, the Committee may refuse to tax the Bill.

1.10 Members wishing to have their disbursements assessed must attach their vouchers.

1.11 The Society will only accept bills submitted by members and not by drawers of bills of costs/professional cost consultants. When a member submits a Bill, which has in fact been drawn by a cost consultant, the member must endorse to Bill to the effect that it has been prepared in accordance with his instructions and that he accepts responsibility for it.

A member may be accompanied by a cost consultant at the assessment of a Bill of Costs. The cost consultant may, however only address the Committee to the extent permitted by the presiding chairman having regard to the nature and complexity of the matter.

Whenever a detailed account is submitted for taxation, members are required to –

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(a) Submit **five** copies of the detailed bill of costs to the Society in Cape Town. Cape Town practitioners should submit the record file to the Society as well; in the case of practitioners in Port Elizabeth, Grahamstown, Kimberley and East London, the practitioner should retain the file until it is requested by the local assessment committee;
(b) Number every item in the bill;
(c) Specify all time-periods, numbers of folios (a folio consists of 100 words) or details of the work performed, in respect of every item on the account;

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(d) Ensure that the file is in date order;
(e) Ensure that any drafts etc are clearly marked 'First Draft', 'Second Draft' and so forth;
(f) Ensure that amounts for fees and disbursements are totalled at the end of the Bill;
(g) Furnish copies of all previous accounts rendered in respect of services described in the bill;
(h) Submit a one page (two and a half folios) memorandum of the work done;
(i) Identify the person who has done the work and his/her seniority;
(j) Indicate whether the bill has been paid.
The Taxation Committees have requested that the Society return for re-drafting any bills which do not comply with these requirements.

1.11.1 Research

If the Committee considers that research was necessarily undertaken, it may in its discretion allow an appropriate fee.

1.11.2 Appearances, Consultations, Attendances, Drafting-time, Perusals, Travelling Time and Waiting Time

Formal attendances From 30,00 to 80,00
Attendances, other than formal, per ¼ hour or part thereof
From 100.00 to 500.00
Candidate Attorneys: Attendances other than formal, per ¼ hour or part thereof
From 80.00 to 150.00
When travelling or waiting time is involved, the Committee will allow such reasonable fees as it considers fit.

1.11.3 Drafting

Drafting shall be assessed on a time basis. Only if the Committee deems a time-based rate to be inappropriate, should it apply a folio-based rate.

If a folio-based rate is applied, then the following rate shall apply -
Per folio (100 words) From 50,00 to 500,00

1.11.4 Perusing and Considering

Perusal and Considering shall be assessed on a time basis. Only if the Committee deems a time-based rate to be inappropriate, should it apply a folio-based rate.
If a folio-based rate is applied, then the following rate shall apply -
Per folio (100 words) From 20,00 to 60,00

1.11.5 Correspondence

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	Formal letter - per folio (100 words) (including first copy)		80,00
1.11.6	Telephone Calls	Formal	80.00
	Other than formal - per 6 minutes or part thereof		80.00 to 200.00

1.11.7 SMS

Sending and receiving of an SMS inclusive of downloading and recording the attendance 50,00

1.11.8 Photocopying/Printing

Per Page 2,00

1.11.9 Telefax and E-Mail Transmissions; Scanning and Digital Photography

5,00 per page for sending and receiving inclusive of the reasonable disbursement.

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1.11.10 Travelling

Per kilometer 4,50
Where air travel is cheaper, the cost thereof shall be allowed.

1.12 Council has decided that the aforegoing guideline should, in the absence of an agreement with the client to the contrary, be applied to all work of a general nature, such as –

1.12.1 Deeds of Sale

1.12.2 Sale of Shares Agreements

1.12.3 Leases

1.12.4 Applications to statutory bodies and local authorities

1.12.5 Criminal Work

1.12.6 Trust Deeds

1.12.7 Labour and Industrial Law Work, where appropriate

1.12.8 Arbitration matters

The Council of the Society or any committee appointed by Council for that purpose, shall be empowered to assess fees and disbursements due to a practitioner in respect of any arbitration proceedings, irrespective of when such proceedings took place, unless the arbitrator's award expressly provides otherwise. This rule shall operate retrospectively.

2. 'LUMP SUM' CHARGES

Certain work does not fall to be dealt with under Item 1.10 and other work may lend itself to a 'lump sum' charge. Although guidelines are furnished in regard to such work the Assessment Committees

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will, whenever appropriate, adopt the approach set forth in 1.1 for the purpose of assessing bills of costs.

2.1.1 Registration of Companies

A fee for taking instructions, drafting, preparing, collating company documents, including Application for issue of Certificate to Commence Business, exclusive of disbursements and fee of Pretoria attorneys.

Where appropriate, a separate consultation fee in accordance with the guideline under 1.10.2 may be charged.

2.1.1.1	If Schedule B is not adopted	5 000,00
2.1.1.2	If Schedule B is adopted	3 000,00

2.1.2 In respect of so-called pre-packaged companies, the following considerations will apply –

2.1.2.1 Where the company was previously incorporated by the practitioner himself, the guidelines laid down in 2.1.1 shall apply

2.1.2.2 Where the company was previously acquired by the practitioner from some other person, or where the company is specifically acquired by the practitioner at the clients' request, the practitioner shall be allowed a reasonable remuneration in respect of the price paid for such acquisition, and necessary attendances in regard thereto.

2.1.2.3 In all cases the practitioner shall be allowed a reasonable remuneration for his attendances in adapting the company to the clients' requirements, if applicable, and procuring effective transfer to the client. In respect of so-called pre-packaged Close Corporations, the proviso of 2.1.1 shall apply mutatis mutandis.

2.2 Registration of Close Corporations

Where appropriate, a separate consultation fee in accordance with the guideline under 1.10.2 may be charged together with:

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2.2.1 A fee for taking instructions, drafting, preparing and collating all documents and attending to registration, if the Association Agreement is not required 750,00

2.2.2 Where the Association Agreement is required, members will, in addition to the fee allowable under 2.2.1 above, be permitted to charge a fee for drafting the Agreement, in accordance with Item 1.10.3 above.

2.3 Administration of Trusts, Deceased Estates & Curatorships

Where a member is administrator or co-administrator or acts for administrator:

2.3.1 In appropriate cases, an acceptance fee not exceeding 1% on the value of trust property received.

2.3.2 A fee of 7% of the income collected, but subject to negotiation in specific cases.

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2.3.3 In appropriate cases, an annual charge on capital assets of the trust, calculated at a rate between 0,25% and 0,75% on the value of capital assets.

2.3.4 A reasonable collection fee not exceeding 1,5% on capital distributed or such other fees or remuneration as may be prescribed from time to time by the Master of the Supreme Court as remuneration of a Curator on termination of his Curatorship, or as prescribed in the trust instrument.

Where a member is the executor or the acts for the executor:

2.3.5 Minimum fee, irrespective of value as determined by the Master 750,00

2.3.6 Members should note that the fee, in the absence of a special agreement with the executor, shall not exceed the statutory fee charged by executors.

2.3.7 If the member is a co-executor or acts for the executor, other than in circumstances where a special agreement has been made, the fee should not exceed the full executor's remuneration.

2.3.8 If a member acts for the executor, whether he had agreed a special fee or not, and his mandate is terminated by the executor before the administration of the estate is completed, he shall be entitled to such proportion of the agreed or statutory fee as the work which he completed prior to termination of his mandate bears to the entire task.

2.4 Distributions

2.4.1 Attendances, instructions and arranging 400,00

2.4.2 **Making Distribution**

2.4.3 For each letter and enclosed cheque sent, provided distributions are not made more frequently than once per quarter 30,00

2.5 Collections

2.5.1 Rentals

A fee equivalent to 5%-7% of gross rental.

2.5.2 Purchase price of Immovable Property payable in instalments in terms of the Alienation of Land Act No 68 of 1981 or in circumstances where the Act does not apply:

A fee equivalent to 5% - 7% of each instalment.

2.5.3 Collecting current interest on Bonds

A fee equivalent to 5%-7% of each payment.

2.5.4 Debts

Refer to Rule 12 of the Society's Rules which reads as follows:

12. COLLECTION COMMISSION

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12.1 A practising member to whom a liquidated monetary claim is handed for collection by reason of default on the part of the debtor- 12.1.1 May raise reasonable collection charges in addition to any other professional fees and collection commission to which he may be entitled;

12.1.2 May charge collection commission on the amount collected for each payment or instalment, provided that, where the practising member recovers commission from the debtor, either in terms of any law or in terms of contractual obligation, he shall credit his client therewith, to the extent of but not exceeding the commission debited to his client therewith, to the extent of but not exceeding the commission debited to his client in terms thereof.

12.2 For the purpose of this Rule the words "amount collected" include any payment made by or on behalf of any debtor direct to the client whether in cash or in kind, or by way of novation or set off, after the account is handed to the practising member for collection.

12.3 (deleted)

12.4 In the case of the final recovery or repossession of movables in terms of hire purchase agreements, suspensive sale agreements, leases or agreements of a like nature, an attorney may, in addition to any professional fees, charge a collection commission upon the value of the goods so repossessed or recovered, which value shall be:

12.4.1 The value fixed upon the movables by the Court in arriving at a final judgment, failing which

12.4.2 The value fixed upon the movables by a sworn appraiser;
provided –

12.4.2.1 Where the total unpaid amounts owing under the agreement are less than the value of the movables then the collection commission shall be calculated upon such total unpaid amounts, and not upon the value of the movables;

12.4.2.2 Where no value has been fixed upon the movables in terms of either subparagraphs 12.4.1 or 12.4.2 above, then the collection commission shall be calculated upon the total unpaid amounts owing under the agreement."

The Council has issued the following guidelines on collection charges:

1. COLLECTION FEES

1.1 In respect of the original member taking instructions prior to judgment, as well as each successive member before judgment, fees of -
(i) R 50,00 for claims up to R 1 500,00.
(ii) R 100,00 for claims from R 1 500 to R 5 000.
(iii) R 200,00 for claims from R 5 000 to R 10 000.
(iv) R 300,00 for claims above R 10 000.
1.2 In respect of each further member taking instructions after judgment -
(i) R 50,00 for claims up to R1 500.
(ii) R 100,00 for claims above R1 500.
1.3 R 30,00 in respect of each necessary letter or telegram sent or received as also for each necessary attendance (substantive).
1.4 R 50,00 per every 15 minutes or part thereof in respect of each necessary consultation with a debtor (substantive).
1.5 R 50,00 per 10 minutes or part thereof in respect of each necessary telephone call (substantive).

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2. COLLECTION COMMISSION
10% of the amount collected subject to a maximum of R1 000,00 per payment or collection (where appropriate).

2.6 Insolvencies

Proving claims against insolvent estates, estates administered under the Agricultural Credit Act, or Companies in Liquidation or under Judicial Management:

2.6.1 A fee for taking instructions, drawing Affidavit and Power of Attorney and Resolution if any

From 75,00 to 600,00

2.6.2 A fee for attending meeting of creditors:

As per item 1.6

2.7 Power of Attorney

2.7.1 **Special Power of Attorney**

As per item 1.6

2.7.2 **General Power of Attorney**

A fee for taking instructions, drafting and preparing Power of Attorney
From 30,00 to 100,00

3. FEES FOR HANDLING SECTION 78 (2A) INVESTMENTS AND ISSUING GUARANTEES

3.1 To cover the opening of the S78(2A) investment account in the name of the investor, all attendances thereto, including all deposits, withdrawals, bookkeeping and terminating with the closure of the account:
An administrative once-off fee taken when the account is opened: R250-00 plus VAT.

3.2 For monitoring and checking the investment, the perusal and filing of bank statements, regular reporting on the interest earned, accounting to the investor – A supervisory commission which shall not exceed the interest earned plus VAT.

Provided:

(a) however that the aggregate of the amount charged under 1 & 2 above, shall not exceed the amount of the interest earned in any accounting period.

(b) The above fees and any other benefits which may accrue to the attorney from that transaction, have been disclosed to the investor prior to the investment and accepted by the investor in writing.

(c) Contraventions of the above (a) and (b) shall be regarded as unprofessional conduct.

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3.3 To issue a letter of undertaking or guarantee against such investment exclusive of any charge made by the Bank: - R 500 plus VAT).

GENERAL NOTE

Work should be charged out at the tariff applicable at the time each item of work was done.

No fees shall be recoverable for the preparation, drawing of a bill of costs or attendance of taxation, other than provided for herein.

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Whatever your legal need,
we look forward to being part of
a continued journey with you!

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