



OPPERMANS INC.
 83 MILLER STREET
 GORDONS BAY • 7150
 Tel: 021-2000 470 / 1 / 2 / 3 / 4 / 5

ATTORNEYS • PROKUREURS

**MANDATE TO ACT FOR
 CLIENT**

CLIENT DETAILS:

Company / Individual:	
Physical Address:	<p>.....</p> <p>.....</p> <p>.....</p> <p>Code:.....</p>
Postal Address:	<p>.....</p> <p>.....</p> <p>.....</p> <p>Code:.....</p>
Appointed Address for Service:	<p>.....</p> <p>.....</p> <p>.....</p> <p>Code:.....</p>
VAT Number (if applicable):	
Work Number:	
Home Number:	
Cellphone Number:	
Email Address:	
Fax Number:	
ID Number:	

1. Appointment

I, acting on behalf of
nominate and appoint **OPPERMANS INC. ATTORNEYS**, hereinafter referred to as the "Attorney/s" to render professional legal services and/or related services, 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.

2. Fees

That the Attorney and Own Client fee rate agreed upon between the Attorney/s/Candidate Attorney/s shall be **R950 – R1250** per hour for Attorney/s and **R600 – R750** per hour for Candidate Attorney/s or paralegal or part thereof in respect of time based items. Fees for administrative services rendered are as set out in Schedule "A" attached hereto.

It is further agreed that the Attorney/s will, as and when same are incurred, debit the Client in respect of the fees for services rendered by him/her for and on the Client's behalf, on the Attorney and Own Client basis calculated according to his/her Attorney and Own client fee structure being charged from time to time. The fees incurred will be exclusive of VAT. The Attorney/s will be entitled to debit the Client with amounts in respect of service rendered on the Client's behalf when provided from time to time, and Client agree that these debits will be strictly due and payable on presentation of the account.

The Client confirms that the Attorney/s may appropriate any amount held in his/her Trust Account, which amount may be in respect of any other matter, being handled by the Attorney/s, of whatsoever nature, on the Client's behalf, to settle any accounts which may be due and owing to the Attorney/s or any part thereof.

In addition:

The Client confirms that the following shall apply in connection with the prosecution/defence of my/our action in any competent Court, namely:

- That Attorney's fees for services rendered and disbursement incurred in connection therewith will not be based on the applicable High Court or Magistrates' Courts tariffs, or on the tariff applicable in any other Court, but will be higher and will be calculated on the basis as prescribed in terms of this Agreement.
- The Client is aware that the attorney/s are entitled to engage the services of another Attorney who may levy fees in accordance with applicable tariffs, but elect not to do so.
- The Client understands that there is a difference between Party and Party costs on the one hand, and Attorney and Own Client costs on the other. The Client understands that Party and Party costs are those which, if the Client is successful, the Client will be entitled to recover from the other party, and if the Client is unsuccessful, may be responsible to pay to the successful party, whilst Attorney and Own Client costs are those as set out in Schedule "A" attached hereto, which the Client will have to pay to the Attorney/s irrespective of whether the Client is successful in the particular matter or not, and irrespective of whether the Client is able to recover the Party and Party Costs from the other party involved in the action/dispute in question.

The Client understands that:

- The Attorney/s is entitled to render the Client interim accounts in respect of fees and disbursement and that at the conclusion of the matter he/she will render the Client with a final account.
- All disbursements reflected will, in the event of the Client required same be accompanied by supporting documentation and that in respect of fees; the Attorney/s will set out a short cryptic

description of the work done by himself/herself together the total of hours spent in execution of same.

- Should the Client require the Attorney/s to furnish the Client with a detailed specified account in respect of such services rendered, and in the event of the total of such detailed account being higher than the total of original account, the Client accepts responsibility to:
 - Pay such higher amount; and
 - Pay the costs incurred in preparation and drafting of such specified and details account, which may include the costs of a Cost Consultant.

3. Annual increase

The service fee set out under paragraph 2 above will automatically escalate annually from 1 March of each and every year at a rate of 10% (ten per centum) per annum unless specifically agreed otherwise.

4. Disbursements

If disbursements have been incurred, that the Client accepts responsibility to pay such disbursements on demand. The disbursements incurred shall inter alia and without excluding the generality thereof, be in respect of costs incurred by third parties [such as Advocate, experts and assessors, Sheriffs, tracing agents and any other experts] particular to the matter being dealt with, which third parties the Attorney/s will be entitled to appoint at his/her sole discretion when deemed necessary. Disbursements in respect of travelling costs incurred by the Attorney/s's motor vehicle will be recovered at the rate per kilometre as recommended by the Automobile Association of South Africa from time to time (VAT excluded). In addition disbursements in respect of postages and petty expenses, accommodation and air travel costs will also be paid by us on presentation of the Attorney's/s' invoice.

5. Deposit

To make payments in advance of any deposit that the Attorney/s may require from time to time.

6. Objection

If the Client does 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, the Client will be deemed to have waived any right which the Client may have in respect thereof in that the Client will also then be deemed to have accepted the Attorney's account as fair and reasonable.

7. Withdrawal

The Attorney/s may withdraw as the Client's Attorney of Record of good cause or in the event of the Client failing to pay any fees or disbursements in terms of this Agreement or in the event of a conflict of interest. In this event the Attorney/s shall be entitled to retain all documentation in his/her possession, whether prepared by him/her or not, until the full amount outstanding in respect of fees and disbursements is paid.

8. Lien

The Attorney/s holds a lien over the entire content of any particular file/s being dealt with by him/her for and on the Client's behalf and that he/she therefore reserves the right to retain and not to release to the Client the contents of any of the file/s under his/her then control.

9. Termination

Either party may withdraw from this undertaking and terminate the mandate given in terms hereof by giving the Attorney/s written notice of such withdrawal and termination within 7 (seven) days from date of signature hereof.

The Client accepts that the Attorney/s, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred in respect of service 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 as set out herein.

10. Suretyship

In the event of me/us signing the mandate for and on behalf of a Company and/or Close Corporation and/or Trust, I/we hereby confirm that by my/our signature appended hereto that I/we bind myself/ourselves as surety/ies and co-principal debtor/s for the debts and obligations of the Company and/or Close Corporation and/or Trust on behalf of which I/we have signed.

11. Compliance with the amendment to the VAT Act and FICA Act

In order to comply with the Value Added Tax Act and associated legislation, you/the Company will be requested to complete a form whichever form may be applicable to your persona or your legal entities persona. In order to comply with the Financial Intelligence Centre Act, you are requested to complete the applicable form referred to above and attached hereto and return the completed documents together with the signed mandate.

SIGNED AT GORDON'S BAY ON THIS DAY OF 2022.

WITNESSES:

1.

2. **CLIENT**

SCHEDULE 'A'

ATTORNEY AND OWN CLIENT FEES

Consultations

For Attorney/s In respect of services rendered – R950- R1250 per hour or part thereof in respect of consultations and preparation.

For Candidate Attorney/s or paralegals In respect of services rendered – R600 – R750 per hour or part thereof in respect of consultations and preparation.

VAT will be charged on all the above amounts.

Attendances at Client's Premises

For Attorney/s In respect of attendances for meeting purposes at client's premises: R1200 -00 per hour plus travelling costs – see disbursements.

For Candidate Attorney/s In respect of attendances for meeting purposes at client's premises: R600 - 00 per hour plus travelling costs – see disbursements.

Telephone Calls

Up To 5 Minutes R45-00	Up To 10 Minutes R85-00
Up To 15 minutes R150-00	15 – 30 minutes R175-00
Over 30 Minutes Charged as a Telephonic Consultation	Telephonic consultation R600 – R950 per hour

A disbursement of R2-00 will be charged on all outgoing local telephone calls.

A disbursement of R4-00 will be charged on all outgoing national telephone calls.

A disbursement of R4-00 per minute will be charged on all outgoing cell-phone calls.

A charge of R18-00 and a disbursement of R2-00 will be charged on all SMS or whatsapp messages sent or received.

Correspondence Written and Received

FAXES, LETTERS AND EMAILS, SMS & WHATSAPPS

Magistrates' Court matters – as per prescribed fees

Perusal of documents, letters or faxes	Prescribed fee
Letters and faxes written and sent	Prescribed fee
Formal Notices	Prescribed fee
Drafting of Pleadings, Wills etc.	Prescribed fee
Pleadings (as per tariff scales)	Prescribed fee
SMS, whatsapp messages sent or received	R20 per message

High Court matters – as per prescribed fees

Perusal of documents, letters or faxes	Prescribed fee
Letters and faxes written and sent	Prescribed fee
Formal Notices	Prescribed fee
Drafting of Pleadings, Wills etc.	Prescribed fee
Pleadings (as per tariff scales)	Prescribed fee
SMS, whatsapp messages sent or received	R20 per message

Contested divorce: Divorce Court – as per prescribed fees

Mediation Consultations	R1450 per hour
Perusal of documents, letters or faxes	Prescribed fee
Letters and faxes written and sent	Prescribed fee
Formal Notices	Prescribed fee
Drafting of Pleadings, Wills etc.	Prescribed fee
Pleadings (as per tariff scales)	Prescribed fee
SMS, whatsapp messages sent or received	R20 per message

Uncontested divorce: Divorce Court – as per prescribed fees

Mediation and/or consultations	R1450 per hour
Perusal of documents, letters or faxes	Prescribed fee
Letters and faxes written and sent	Prescribed fee
Formal Notices	Prescribed fee
Drafting of Pleadings, Wills etc.	Prescribed fee
Pleadings (as per tariff scales)	Prescribed fee
SMS, whatsapp messages sent or received	R20 per message

Uncontested divorce: Regional Divorce Court – package deal

R950	First consultation fee
R2500 payment	<u>To be paid before the drafting of summons:</u> Drafting of divorce summons, particulars of claim and annexures, attending to issue and service of summons, payment of sheriff fees (to a maximum of R300), correspondence (to a maximum of 3 emails or 5 whatsapps), telephone calls (to a maximum of 1 call)
R2500 payment	<u>To be paid after sheriff's return of service:</u> Further consultations (to a maximum of 2 of 1 hour each), drafting all pleadings, drafting settlement agreement, correspondence (to a maximum of 3 emails or 5 whatsapps), telephone calls (to a maximum of 1 call)
R1500 payment	<u>To be paid upon receipt of court date:</u> Filing and indexing of court file and documents, copies, Notice of Set Down, preparation consultation, correspondence (to a maximum of 3 emails or 5 whatsapps), telephone calls (to a maximum of 1 call)
R1500 payment	<u>To be paid before court date / appearance:</u> Appearance at court (maximum 3 hours for uncontested divorce)
R450 payment plus extras	To be paid when collecting the Final Divorce Order and copies
Extras:	Further consultations not listed above, additional court appearances, additional correspondence / whatsapp messages, mediation or settlement arrangements

Child maintenance applications / increase / variation: Magistrate Court

R950	First consultation fee
R2500 payment	<u>To be paid before the drafting of maintenance application / increase / variation:</u> Compiling J101 / J107, attending to issue and service at court, 2 formal consultations, correspondence (to a maximum of 3 emails or 5 whatsapps), telephone calls (to a maximum of 1 call)

R2000 payment	To be paid before section 6 enquiry at maintenance officer: Further consultations (to a maximum of 2 of 30 minutes each), preparation of section 6, attending section 6 enquiry at court (maximum 2 hours).
R2500 payment (only if matter is referred to section 10 enquiry)	To be paid before section 10 enquiry at court: Further consultations (to a maximum of 2 of 30 minutes each), preparation of section 10, attending section 10 enquiry at court (maximum 2 hours).
Extras:	Further consultations not listed above, additional court appearances, additional correspondence / whatsapp messages, mediation or settlement arrangements

FOLIO = 100 WORDS

Photocopies and Printing

A disbursement of R3.50 per page will be charged on all photocopying / printing.

Telefaxes and Email

A disbursement of R3.50 per page will be charged on all correspondence and supporting documentation faxed or e-mailed (includes scanning costs).

A disbursement of R3.50 per page will be charged on all incoming correspondence and supporting documentation faxed or e-mailed (includes printing cost).

Disbursement Paid out on behalf of Clients

A charge of R90.00 / R120.00 in respect of perusing accounts and making electronic payments in respect of fees charged by Advocates, Correspondent Attorneys, Sheriffs, Tracing Agents and the like will be levied.

Opinions

A fee of R125.00 / R250.00 per folio will be charged.

Drawing an Act or Regulation – R250-00 per Act or Regulation when sent by email.

Hard copies will be charged out at R3.50 per page.

Travelling Expenses

Payable at the rate per kilometre recommended by the Automobile Association of South Africa from time to time (VAT excluded).

Collection Commission

10% on any amounts collected with a maximum of R1 000-00 per amount collected, exclusive of VAT.