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81 Timber Street, Wentworth Park,
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1. GENERAL

At **Mohlobuli T Attorneys** We believe that it is crucial that, if we become your legal service provider, we both understand our obligations to each other.

Unless we sign a different document with you, these standard terms of service (“standard terms”) will govern our relationship with you or your organization. If you require us to act for your organization, you confirm that you are authorised to make such a request.

We are entitled to change these terms from time to time without notice. We will endeavor to update on our website at www.mohlobuliattorneys.co.za. Please ensure that you check them regularly. Whilst we will not be obliged to do so, we may give you notice of any material changes.

These terms are not comprehensive in all respects as there are several legislative and other interventions relevant to an attorney-client relationship and exceptions occur due to the complexity of legal practice. For instance, these terms are modified to the extent that the Consumer Protection Act is applicable.

By agreeing to our Terms of Engagement, you agree to having concluded a mandate agreement with **Mohlobuli T Attorneys** (also referred to as the “firm”).

Upon accepting this engagement on your behalf, we agree to do the following:
provide legal counsel in accordance with these terms of engagement in reliance upon information and guidance provided by you; and
keep you reasonably informed about the status and progress of the matter/s we are handling for you.

To enable us to provide effective representation, you agree to do the following:

Disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request,

keep us apprised on a timely basis of all developments relating to the matters we are handling for you that are or might be material,

Attend meetings, conferences, and other proceedings when it is reasonable to do so, and otherwise co-operate fully with us.

2. DUTY OF CARE

We are committed to doing our best to ensure that your legal needs are met.

By agreeing to our Terms of Engagement, you authorise us to take all measures we believe appropriate to protect your interests, unless you instruct us specifically to the contrary.

Our duty of care is to you and not to any other person.

Before any other person may rely on our advice, we must expressly agree to that in writing. In addition, our advice is to you and is not to be disclosed to any other person without our agreement in writing.

Kindly be advised that we retain all ownership rights in all intellectual property of any kind created by us for you.

3. CONFIDENTIALITY AND CONFLICTS OF INTEREST

We place the highest possible value on client confidentiality. We wish to advise that legislative and other legal interventions, in addition to our obligations to court, could necessitate exceptions to this provision.

We regularly provide legal services to participants in various industries. Your confidential information is safe with us.

We go out of our way to avoid conflicts of interest. If a conflict of interest does arise, we will promptly advise you of the conflict and follow the appropriate procedure to address such an issue.

4.COMMUNICATIONS

We may communicate with you by e-mail. E-mail communication is not secure and can be subject to possible delay, data corruption, interception, amendment or loss. You are deemed to accept these risks if you communicate with us by e-mail and we shall not be responsible for the unauthorised interception, redirection, copying or reading of e-mails including any attachments, nor shall we be responsible for the effect on any computer system of any e-mails, attachments or viruses which may be transmitted by this means.

As e-mail is an informal method of communication, it will normally be inappropriate to rely on advice contained in an e-mail without obtaining written confirmation of it. However, if we receive a request from you via e-mail, we will treat that as authority to reply by e-mail. We may monitor all e-mails sent to or from us for compliance with our internal policies and to protect our business. Anything sent by e-mail which does not relate to the official business is neither given nor endorsed by **Mohlobuli T Attorneys**. The terms of this clause will continue in force beyond the termination or expiry of our engagement.

5.FEES POLICY AND DISBURSEMENTS

FEES

5.1. Contingency.

There SHALL ___ be a contingency-fee arrangement in accordance Contingency Fees Act (CFA) 66 of 1997:by law, the total fee in this case is limited to 25% (VAT inclusive) of the capital sum (damages) recovered or double the lawyer's normal fees – whichever is the lesser.

There SHALL NOT ____ be a contingency-fee arrangement as part of this Letter.

5.2. Fixed fee.

There shall be a fixed fee _____ of R 15 000, Unopposed Divorce, should the divorce be opposed hourly rate will apply.

5.3. Hourly rate

With the exception of fixed fee work OR Contingency fee agreement, we charge an hourly rate for all our professional services when dealing with client matter. Our hourly rates are exclusive of value added tax and disbursements.

All fees payable to the Attorney shall be calculated on an attorney and own client scale. Calculated at the following hourly rates:

Our current hourly rate is **R 1 500.00** per hour. The rates of our firm currently range between **R 900.00** and **R 1 500.00**. Legal assistants, who will be utilized where appropriate to avoid unnecessary attorney fees, currently are charged at **R 900.00**. These rates are subject to change once a year, usually in December.

Time spent on the client's matters will include all consultations and any travelling, if required, taking instructions, legal research, drafting preliminary comments, opinions, correspondence, agreements and other documentation, reviewing and commenting on documentation and legislation, drafting instructions to counsel, attending Court, serving and filing documentation and making and receiving telephone calls.

Our fees will be charged on a basis that is fair and reasonable having regard to the circumstances of the matter and the nature of our work for you. Factors that may be taken into account in setting our fees include time and resources involved; the urgency with which the matter is required to be completed; the skills, specialised knowledge and responsibility required to perform the services properly; the degree of risk assumed by us in undertaking the services, including the value of any property involved; the complexity of the matter; and difficulty or novelty of the questions involved.

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:

Such an award is at the discretion of the Court or forum;



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Quasi-judicial bodies, alternative dispute resolution forums and other tribunals usually do not make costs orders;

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;

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

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.

6.DISBURSEMENTS

The client agrees to pay all costs which **Mohlobuli T Attorneys** incurs in its representation of her, including costs for items such as sheriff's fees, correspondent attorney's fees, counsel's fees, expert's fees, tracing agent's fees, and fees to regulatory authorities.

The client is furthermore liable for all costs incurred by **Mohlobuli T Attorneys** in respect of telephone calls, faxes, copying of documents and travel expenses. Substantial costs, such as air travel expenses, are subject to the client's prior approval and **Mohlobuli T Attorneys** shall request that he make payment in respect thereof in advance.

Costs charged are available on request and are subject to the guidelines laid down from time to time by the Law Society.

7.DEPOSITS AND SECURITY

We typically require a deposit from all new clients prior to commencing work (an upfront payment that we hold to be used towards our fees) ("Deposit"). In the event that a Deposit is required to cover fees and disbursements, the Deposit must be made into our trust account. The aforesaid amount must be paid into the following banking account before the attorney will proceed with any steps:

NAME OF BANK : **FIRST NATIONAL BANK**
TYPE OF ACCOUNT : **COMMERCIAL ATTORNEYS TRUST ACCOUNT**
BRANCH : **KEY WEST**
ACCOUNT NUMBER : **62934435480**
BRANCH CODE : **256955**

Ref: [Your Surname] - Proof of payment to be sent to: info@mohlobuliattorneys.co.za.

In the event that a matter or any other matter is or becomes litigious (i.e., it has to go to court, arbitration or a tribunal), we typically appoint an advocate to argue such actions or applications. Advocates are third parties and their fees depend on their seniority and level of experience. We may need you to provide us with a deposit equal to at least 3 (three) days of the advocate's fee, if we appoint one.

Please remember that if you lose, you may be liable for the other side's costs. Please note that we are not responsible for the collection of fees awarded to you by the court.

8.PAYMENT:

We render interim accounts for fees on a monthly basis for the professional work done the previous month, while work is in progress with a final account on completion unless otherwise agreed on. Our invoices are

due and payable on presentation thereof, that is, payment of our invoices are due immediately, as sent to you, from us.

We reserve the right to charge interest on any outstanding amount at a rate equal to the published prime overdraft rate of First National Bank determined on the first day of each month and debited monthly in arrears. In the event of a dispute as to such rate, a certificate by any branch manager of the said bank shall be final and binding.

We shall have the right to appropriate from any amount held by us in trust from time to time, such amounts as may be necessary to defray disbursements incurred on your behalf or to settle any amount of fees owing to **Mohlobuli T Attorneys**.

In the event of you requesting an itemized Bill of Costs in respect of our services rendered to you in pursuant with these Terms and Conditions and your mandate to us to represent you in your matter; you shall be held liable for payment of any fee to any Cost Consultant instructed by us for the drafting of such Bill of Costs and for the for the payment of a Cost Consultant appointed by us to attend any taxation thereof, held at your request, to represent **Mohlobuli T Attorneys**. This liability in respect hereof shall be in addition to your liability in respect of our invoices rendered to you, as set out hereinabove

9.FEE ESTIMATES

We will gladly provide fee estimates upon your request. Kindly note that fee or cost estimates serve as a guide to assist you in budgeting and we do not bind ourselves to the amounts contained therein. An estimate is not a quotation for work to be done on a matter unless this is specifically agreed in writing.

If the actual fee is less than a fee estimate, we charge the actual fee. If it transpires that a fee estimate is too low, we will advise you timeously.

10.INFORMATION

In providing our services we rely upon information and instructions provided by you without independent verification. It is vital that you make us aware of anything that may affect our services. We will also be relying upon the accurateness and completeness of all information that is available from public sources and information that may be furnished to us on your behalf or at your request by third parties.

11.CONSENT REGARDING THE PROCESSING OF PERSONAL INFORMATION

By signing these Terms of Engagement, you consent to –

The collection of your personal information by us or for us by a third party for purposes of performing our obligations in terms of this agreement, complying with the Financial Intelligence Centre Act 38 of 2001, or complying with any other legal obligation imposed on us;

The processing and further processing of your personal information by us, any of our subcontractors, or any third party which includes, but is not limited to, counsel, correspondents, sheriffs, court staff, Master of the High Court, banks, South African Revenue Service, tax practitioners, taxing consultants, consulting attorneys, tracing agents or Company and Intellectual Property Commission search works, as is required by law, or for performing of our obligations in terms of this agreement or as is required for the applicable legal process;

The collection of your information from any other source to confirm and/or supplement the personal information that you have provided to us;

The retention of your personal information (even after your matter has been completed) for as long as permitted, for legal, regulatory and marketing purposes;

Authorise us to make use of the personal information provided by you for purposes of collection of debt in the case of non-payment of fees; and

Save in the event of our gross negligence, you indemnify us against any and all liability whatsoever arising from our failure to comply with any statutory obligations contained in POPIA.

12.TERMINATION OF MANDATE

Without prejudice to any other rights that **Mohlobuli T Attorneys** may have legally, it reserves the right to suspend or terminate the performance of its services or any part thereof to the client immediately, in the event of the client's non-payment, his non-compliance with the applicable provisions of FICA or other statutory requirement or any other valid cause.

Unless otherwise agreed, the client is at liberty to terminate this agreement in writing at any time should he so wish. Upon termination the client will be entitled to the immediate return of all funds held in **Mohlobuli T**



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Attorneys' s trust account on the client's behalf, less accrued fees and disbursements as of the date of the termination.

The client is also entitled to delivery (at his own cost) of all documentation relating to his mandate on receipt by **Mohlobuli T Attorneys** of payment of all fees and disbursements due to it to date of termination.

13.COMPLAINTS

If you have a complaint about our services or charges, you may refer your complaint to any Practitioner at our firm.

We confirm that our firm's procedure for handling complaints by clients is designed to ensure that a complaint is dealt with both fairly and promptly.

14.DISPUTES

We support alternative dispute resolution.

In the unlikely event of a dispute of whatsoever nature arising from, or in connection with, our engagement, the following will apply:

We will promptly engage with you in order to mediate the dispute;

If mediation is not suitable in the circumstances or in the event that mediation is unsuccessful, the dispute will be determined by way of arbitration and in accordance with the rules of the Arbitration Foundation of Southern Africa ("the rules"). The arbitration proceedings will be conducted by an arbitrator or arbitrators nominated in respect of the rules and such arbitration will take place in Gauteng.

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

Client Signature: _____ Attorneys Signature _____

Date: _____