

Mandate Agreement entered into between

Full Name of Client:

Identification Nr:

Physical Address:

Contact numbers:

W:

C:

H:

Next of Kin (Name):

Next of Kin (Contact)

W:

C:

H:

and

RM Incorporated

Whereas the client hereby nominates and appoint the directors and/or their nominees of RM Incorporated ("**the Attorneys**"), with power of substitution and with full power of Attorney to do all steps in connection with the below mentioned mandate, and all other or further mandates given to the Attorneys following and/or flowing from the mandate, which mandate/s shall include, but not be limited to the right to prosecute or defend legal proceedings in any court or forum, drafting of commercial agreements and Conveyancing documents, engaging counsel and do or cause to be done whatsoever may be necessary as fully and effectually as I might or could do if personally present, hereby ratifying whatsoever my Attorneys may lawfully do by virtue of this power of attorney.

1. Client, whether an individual or signing on behalf of an entity or form with separate personality, hereby accepts that by signing this Mandate Agreement the Client will be deemed to have agreed to these terms and conditions in full and without any limitation.

2. Any copy of this Agreement will enjoy the same status and effect as if it were an original.
3. In the event that the Client does not object in writing to info@rmlawsa.co.za to any account within 7 (seven) days of its first rendition the Client 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 defense in any legal proceedings that may be instituted.
4. 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.
5. The Client hereby authorizes the Attorneys, in the event of it disputing the Attorneys' bill, to engage a third party, at the Client's cost, to draw and tax the appropriate Attorney and own client bill of costs.
6. The Client agrees that the attorney will not be obliged to draw up such bill until such time as the client pays to the Attorney or his cost consultant the estimate provided by the cost consultant as to the cost of drawing up such a bill.
7. Cost consultants usually levy a charge of 10% (subject to change without notification) of the fees in the bill. The client agrees that in the event that it is necessary for the bill to be taxed, the Taxing Master of the Pretoria High Court or the Magistrates' Court will be entitled to tax the bill, whichever has the necessary jurisdiction.
8. In the event of a dispute arising as to the fees and/or disbursements charged by the Attorney, the Attorney shall, at his sole election have the right, if he chooses to, instead referring the matter for taxation in terms of Clause 5 the Attorney, may if he elects to do so, refer the matter for resolution to a professional body chosen by the Attorney, including the Pretoria Attorney's Association, and having power to assess such fees for determination, regardless of whether the matter is litigious or not.
9. If the Attorney elects not to refer the matter, the matter will proceed to be resolved as set out in Clause 5. The decision of the Assessment Committee or such professional association will be regarded as binding on both the client and the Attorney subject to the right of either client or Attorney to take the decision on review in terms of the mechanisms of the Legal Practice Act.

10. At the end of a matter or from notification to close a file, the file will be stored for a maximum period of 7 (seven) years after which period the Attorneys have a right to destroy the file.
 11. Urgent matters shall be billed at a higher hourly rate than usual hourly rates charged out. Urgent matters shall be matters requiring 48 (forty-eight) hours or less prior notice or notice for required delivery or implementation.
 12. 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").
 13. 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.
 14. Client therefore undertakes to provide the Attorneys with all documents so requested and warrant that those documents are both true and authentic.
 15. The Client consents to the jurisdiction of the Magistrate Court within the area at which the Attorneys carries on business, should action be instituted against the Client for non-payment of any invoice or account and agree that the Client will be liable for all such legal costs on an attorney and own client scale. The Attorney may nonetheless institute out of the High Court, if the Attorney so elects, and the costs shall be on an attorney and own client scale.
 16. The Attorney reserves the right to list the Client as a default payer at any credit bureau, should the Client's account be in arrears for a period of 60 (sixty) days or longer.
 17. Written correspondence and draft documents will be transmitted to me by electronic mail (e-mail), unless otherwise requested. As all forms of media are open to abuse by third parties and the Attorney does not accept responsibility for a breach of confidentiality arising from its use.
 18. The maximum aggregate liability of the Attorneys (including its directors, employees, consultants and agents) in respect of all claims, direct economic loss or damage suffered by you in connection with or arising out of this mandate, regardless of whether such damage or loss arose due to a breach of contract, in delict, in connection with anything done or not done pursuant to this mandate or our engagement letter, or any other cause without limitation, or whether it was foreseeable or known and whether this mandate is cancelled or not, will in no circumstances exceed the fees actually paid to the Attorneys for the services or work contemplated in any particular instruction, unless it is finally determined that the loss or damage was caused by fraud or lawful misconduct on the part of the Attorneys.
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19. The Attorneys (including its directors, employees, consultants and agents) shall not liable for any special, punitive, indirect or consequential loss or damage suffered by the Client (including without limitation any loss of anticipated income, profits or contracts) in connection with or arising out of this mandate, regardless of whether such damage or loss arose due to a breach of contract, in delict, in connection with anything done or not done pursuant to this mandate or our engagement letter, or any other cause without limitation, or whether it was foreseeable or known and whether this mandate is cancelled or not.
20. Notwithstanding anything to the contrary, the Attorneys shall not be liable for any loss, damage, costs, or expenses whatsoever and howsoever caused, incurred, sustained, or arising from a failure to disclose relevant, accurate and complete information to the Attorneys or from incorrect and/or incomplete information furnished to the Attorneys or from misrepresentations (whether such failure, furnishing and/or misrepresentation is innocent, negligent, reckless or willful).
21. I, the undersigned signatory of this document, shall, bind myself jointly and in solidum as surety and co-principal debtor in favour of the Attorneys for the due and punctual performance by the Client of each and every obligation from whatsoever cause arising, including in particular the payment of fees and disbursements due to the Attorneys, and shall be under renunciation of the benefits of excussion and division.
22. This suretyship and guarantee shall be a continuing suretyship and guarantee, which may only be cancelled by the agreement between the Client and the Attorneys provided that all sums then owing by the Client to the Attorneys have been paid in full, and provided further that the Attorneys agrees to such cancellation in writing.
23. Notwithstanding that this clause contemplates more than one surety, there shall be a separate suretyship by each person who signs as surety, and should a co-surety not be liable at all or in full for whatever reason, the other sureties shall nevertheless be liable in full. Any two or more persons liable to the Attorneys under these terms shall be jointly and severally liable.
24. The Client acknowledges and agrees that the Attorneys shall be entitled to retain possession of the Client's file(s), documents, and any other property of the Client in their possession until all outstanding fees, disbursements, and other amounts due to the Attorneys have been paid in full.
25. Any account not settled within 30 (thirty) days from the date of invoice shall, at the sole discretion of the Attorneys, accrue interest at a rate of 2% (two percent) per month, calculated from the due date until the date of final payment, both days inclusive.
26. The Client hereby expressly consents to the Attorneys, and any duly appointed third party acting on their behalf, obtaining and verifying the Client's credit information

and/or credit profile from any registered credit bureau or relevant source for purposes related to the enforcement, performance, or administration of this mandate and any account arising therefrom. The Client further agrees that any costs incurred in obtaining such credit information shall be for the Client's account.

SCHEDULE OF FEES

1. This mandate is entered into on an attorney and own client scale.
2. The attorneys shall charge the Client on an Hourly Rate, which is not in accordance with any Court tariff.
3. Our hourly rates are as follows:
 - a. R2,250.00 for Directors/Partners of the Attorneys;
 - b. R1,800.00 for Attorneys of the Attorneys;
 - c. R1,100.00 for Candidate Attorneys of the Attorneys.The amounts specified exclude VAT.
4. We charge for all work in 6 (six) minute increments or part thereof, example if we spend 2 (two) minutes on the phone with you, you will be charged for 6 minutes.
5. Our hourly rates include, but not limited to, time spent on consultations (either in person, telephonically or virtually), research, perusal, drafting and/or reviewing of documents, travelling, time spent at courts and travelling, hearings, any other necessary attendance not specified, meetings or any other fora where the Attorneys represent the Client,

DISBURSEMENTS

1. Disbursements include, but not limited to, such items as, correspondent fees, counsel fees, court fees, sheriff's fees, telephone costs, internet costs, postage and petties, travel costs and other such items.
2. Disbursements shall be billed separately and do not form part of our hourly rates.
3. Some of our disbursement costs are as follows:
 - a. Photocopies and Printing R7.00 per page
 - b. Travel costs R7.00 per kilometer or the AA rate, whichever is the higher of the particular vehicle.
 - c. Telephone (cost of service provider).

CLIENT CONFIRMATION AND ACCEPTANCE

I, the undersigned, being the Client or a duly authorized representative of the Client, hereby confirm that I have read and understood the contents of the Mandate. I further confirm that the Client agrees to be bound by the terms and conditions contained therein.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

AS WITNESSES:

1. _____

The Client or person duly authorized to
sign on behalf of the Client.

2. _____

Capacity only If signing on behalf of the
Client

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

AS WITNESSES:

1. _____

The Attorneys

2. _____