



MASHABANE LIEBENBERG SEBOLA
Dynsmic Thinking Attorneys.

Mashabane Liebenberg Crouse Inc. t/a
 Mashabane Liebenberg Sebola
 Cnr Republic & Main Ave Ferndale,
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 Tel: (+27 11) 326 1330
 Fax: 086 651 6816
 Bank: Standard Bank Trust
 Acc. No: 021 677 247
 Bank: ABSA Bank Trust
 Acc. No: 4092 337 794

PAYMENT METHOD:

DEBIT ORDER

<input type="checkbox"/>	Bank																			
	Account Number																			

CREDIT CARD

<input type="checkbox"/>	Bank																			
	Visa/MasterCard Number																			

EFT

<input type="checkbox"/>	Bank																		
	Account Number																		

CASH

<input type="checkbox"/>	Bank Code																			
	Account Number																			

Retainer

<input type="checkbox"/>	Normal Professional Fees																			
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CLIENT/SURETY	ON BEHALF OF: THE FIRM

FOR OFFICE USE

FILE NO

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In order to provide clients with the highest level of professional legal advice and service, the following arrangements in respect of our professional fees must be perused and agreed to by the client by the completion and signing hereof prior to services being rendered or continued.

1. **FEES**

It is the policy of Mashabane Liebenberg Crouse Inc. t/a Mashabane Liebenberg Sebola, hereinafter referred to as "The Firm", that a minimum deposit of 50% of the estimated costs be paid by clients prior to each instruction and that no work may be done prior to the receipt of such 50% deposit. These monies will be held in our trust account and we will account to the client and advise how these funds are used. These monies held in trust may be used to pay our professional fees and disbursements incurred. The firm reserves the right at any time to request additional amount(s) from the client, *inter alia* for additional costs necessarily incurred on behalf of the client for a specific instruction or to be incurred in order to properly handle the client's affairs and it is policy of the firm not to continue with any further instructions if the requested amount is not paid in full. Clients may decide to pay the fees in the form of a retainer. The retainer amount will be agreed upfront and is a fixed amount for work to be done. The retainer amount excludes all disbursements and VAT.

2. **TERMINATION OF SERVICES**

The client may terminate the firm's services at any time by giving the firm written notice. Upon termination of the firm's services the client will be obliged to immediately pay the firm's fees for work done and for all other charges incurred to date of termination.

The firm may terminate its services to the client:

- By giving the client reasonable notice of termination;
- If any payment due by the client is not paid on due date;
- If the client does not provide accurate and proper instructions timeously;
- If, by continuing to act on the client's behalf, the firm would be required to act contrary to any legal, regulatory or professional conduct; or
- If there is a change in the financial or legal status of the client or the client's affiliated or associated entities.

3. **BILLING ARRANGEMENTS**

The firm bills each month and the invoices are payable upon receipt thereof. Client is deemed to have received the firm's invoice:

- If it is given to client personally – on the day that it is given to the client or his agent;



- If it is sent by post – within 5 days of posting;
- If it is sent electronically – upon transmission.

4. CONFIDENTIALITY

The firm will keep confidential all confidential information received from the client and will only disclose information within the firm as required in order to perform the work for the client.

5. GUIDELINES FOR THE ASSESSMENT OF PROFESSIONAL FEES

The client's attention is drawn to the guidelines for the assessment of professional fees as set out in the annexure hereto and which forms part hereof. These guidelines are available from the firm on request at the time of the signing of this agreement and by affixing his signature to this agreement, the client agrees and consents to professional fees charged at the rate set out in the guidelines.

6. UNDERTAKING TO PAY PROFESSIONAL FEES & DISBURSEMENTS

I, the abovementioned (**"the client"**) hereby acknowledge and confirm my agreement with this Fee Agreement and Undertaking to Pay, including the Guidelines for the assessment of professional fees, and confirm that I am duly authorised and in law entitled to herewith legally bind myself individually, and/or (**Co. Name**) on whose behalf I act in my capacity as (**Designation**) for all fees payable to the firm. In the event of myself signing on behalf of a company, close corporation, trust or any other entity or as representative for any other person, I hereby duly bind myself as surety and co-principal debtor with such person or entity for all or any amounts due and payable in terms hereof. I hereby choose the address stated hereinafter as my address and/or the abovementioned company or other entity's address that I represent as the address for the purposes of serving all notices, legal processes, documents or correspondence.

I hereby authorise the firm and/or its agents, to collect from myself or the entity that I represent all or any monies due by me to the firm, as principal debtor or surety or for any other reason. The authority so given is **restricted** to the amount(s) stated herein.

Any amount owed will be proved by a certificate of indebtedness signed by a director of the firm.

This authorisation is not an amendment to any specific arrangement regarding payments of accounts and serves merely as an arrangement as to the method of payment, in part or in full, and any account with the firm needs only to be credited once actual payment is received.





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Fees are payable in full following receipt of invoice. Payment must be made without deduction or set-off. The firm is entitled to charge interest on any amount outstanding for longer than 30 days.



GUIDELINES FOR THE ASSESSMENT OF PROFESSIONAL FEES

When the firm assesses its tariff for professional services, the following are taken into account:

- The amount and importance of the work done;
- The complexity of the matter or the difficulty or novelty of the work or the questions raised;
- The skill, labour, specialised knowledge and responsibility involved on the part of the professional;
- The number and importance of the documents prepared or perused, without necessarily having regard to the length;
- The place where and circumstance (e.g. Urgency) in which the services or any part thereof were rendered;
- Where money or property is involved, its amount or value;
- The importance of the matter to you as the client;
- The experience or seniority of the professional.

Our professional fees are calculated based on the time spent and the above guidelines.

Agreed Fees and Disbursements

Resource	Hourly Rate	VAT	Hourly Rate (incl. VAT)
Senior Director (more than 20 yrs experience)	R3 500.00	R490.00	R3 990.00
Consultant	R3 500.00	R490.00	R3 990.00
Director	R2 500.00	R350.00	R2 850.00
Associate	R2 000.00	R280.00	R2 280.00
Professional Assistant	R1 800.00	R252.00	R2 052.00
Second Year Candidate Attorney	R1 500.00	R210.00	R1 710.00
First Year Candidate Attorney	R1 000.00	R140.00	R1 140.00



In addition to the abovementioned fees, the following expenses will also be debited against your account and will be claimed as soon as or before they are incurred by the firm, namely:

1. A minimum fee of R300.00 plus VAT for attendances in respect of:
 - 1.1 Telephone calls
 - 1.2 Faxes
 - 1.3 Letters
 - 1.4 E-mails
 - 1.5 Court, sheriff and other related attendances.

2. A minimum fee of R30.00 plus VAT or the actual cost incurred in respect of disbursements (whichever is the higher), including but not limited to:
 - 2.1 Taxes, levies or other compulsory charges
 - 2.2 Postage stamps
 - 2.3 Telephone calls
 - 2.4 Faxes
 - 2.5 E-mails
 - 2.6 Advocates' fees
 - 2.7 Bank costs

3. A fee of R4.50 per A4 page will be charged for photocopies.

4. A monthly storage fee of R50.00 per month for active files.

5. A monthly storage fee of R15.00 per month for archived files during the statutory required period.

