



date 04 November 2009

1 GENERAL

- 1.1 This document is a record of the standard terms of engagement applicable to your contractual relationship with our firm. We present it to you to avoid any misunderstandings or ambiguity regarding the basis upon which we have accepted your mandate.
- 1.2 These terms are additional to the general contractual terms governing the attorney-and-client relationship existing between you and our firm.
- 1.3 Should any of the terms recorded herein be unclear or unacceptable, you are requested to notify the attorney dealing with your matter immediately. In the absence of any such notification, we shall assume that the terms and conditions as set out below are acceptable to you.

2 FEES AND DISBURSEMENTS

- 2.1 With the exception of certain tariff-bound legal work, the fees debited by our firm are based on the hourly rate(s) of the attorney(s) dealing with your matter.
- 2.2 The hourly rate(s) of the relevant attorney(s) is obtainable from the attorney concerned.
- 2.3 The hourly rates of our attorneys are adjusted annually on the 1st of April and the adjusted rates will apply to any on-going instructions as from the above date.
- 2.4 Unless otherwise agreed with you, we will debit interim fees at regular intervals. Please note that debiting of fees will take place not only at the completion of a particular matter.
- 2.5 All disbursements on your behalf will be debited and invoiced to you as and when such disbursements are incurred.
- 2.6 Invoices for fees and disbursements are payable on presentation. Interest will be debited on all amounts not settled within 30 (THIRTY) days of date of invoice at a rate equal to the prime overdraft lending rate of our bankers from time-to-time.
- 2.7 Please note that successful litigation will not always result in full recovery from the other party of the fees and disbursements paid or payable to our firm. Our fees and disbursements remain payable irrespective of the extent of recovery by you of such fees and disbursements from the other party.
- 2.8 In instances where you may have agreed with a contracting party that such party shall be responsible for payment of our fees and disbursements pertaining to a particular matter, you, as our instructing client, will nevertheless remain liable for our fees and disbursements. Any initial accommodation on our part to invoice such other contracting party for the fees and

disbursements, will not detract from your obligations to settle the relevant account with our firm in the event of non-payment by the other party.

- 2.9 Should you request a cost estimate at the commencement of a particular matter, and such estimate is given, it must be noted that such cost estimate should be regarded as an estimate only and does not constitute a quote. We reserve the right to debit full fees and disbursements incurred in a particular matter irrespective of any lesser cost estimate given to you in relation to the matter.
- 2.10 Should you wish to limit your exposure to costs in any particular matter, you may instruct the attorney in charge in writing to notify you as soon as the fees and disbursements reach the limit imposed. At this point, on being so notified, you must issue your attorney with further instructions.
- 2.11 It is our policy to ensure that our clients are fully informed at all times of all aspects pertaining to the finances of their matters. You are welcome to direct any queries in this regard (or relating thereto) to the attorney dealing with your matter.
- 2.12 Should you require accounts to be submitted for taxation to the Law Society, we reserve the right to recover from you any higher amount at which the relevant account may be taxed.

3 RECORDS

- 3.1 All documentation relating to matters handled by this firm will be filed in our archives for a period of five years.
- 3.2 At expiry of this five-year period, the contents of the relevant file will be destroyed.
- 3.3 Should we be requested to retrieve documentation relating to a finalised matter, we reserve the right to charge a reasonable fee for attendances in this regard.
- 3.4 Safe-custody facilities are available at our offices and may be used to deposit documents under a special safe-custody number. We charge a fee for the storage and handling of documents held in our safe-custody facility. Further information will be furnished upon request.

4 COMPLAINTS

- 4.1 Any complaints relating to a matter dealt with by our firm on your behalf must be lodged with the attorney at the head of that particular department.
- 4.2 All complaints will be assessed and you will receive a report.
- 4.3 It is the objective of this firm to deal with all matters to the satisfaction of its clients. We invite you to notify us of any instances where, in your opinion, we may have fallen short of this goal.

5 TERMINATION OF MANDATE

- 5.1 Unless otherwise agreed, you are entitled to terminate our mandate to act on your behalf at any time.
- 5.2 In the event of termination of our mandate, you are entitled to delivery of all documentation relating to your case on receipt of payment of all fees and disbursements due to our firm to date of termination.

6 LIMITATION OF LIABILITY

- 6.1 The maximum liability of this firm for all claims arising out of the execution of our mandate shall be limited to an amount equal to twice the average annual fees charged for our services for the duration of the mandate, or twice the aggregate fees charged if the duration of the mandate was for less than a year. This maximum liability shall be an aggregate liability for all claims from whatever source and howsoever arising, whether in contract, delict or otherwise.
- 6.2 This firm shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred as a result of information supplied by or misrepresentations, negligent or dishonest acts or omissions on your part or on the part of any of your employees or agents.
- 6.3 The exclusion of liability in the previous clauses shall not apply to the extent that any liability arises out of acts, omissions or misrepresentations which are in any case criminal, dishonest or fraudulent on the part of this firm's directors, employees, or agents.
- 6.4 In determining the liability of this firm for purposes of any action in contract in terms of this paragraph, a court or arbitrator shall limit such liability by having regard to the contribution to the loss or damage in question of all the parties concerned, based upon relative degrees of fault; it being agreed that the provisions of Section 1 of the Apportionment of Damages Act, 1956 will apply to all claims between you and this firm, and that reference in this document to the terms "*dishonest*" and "*negligence*" on the one hand and "*damages*" or "*losses*" on the other shall fall within the meanings of "*fault*" and "*damage*" respectively as contained in Section 1 of the Apportionment of Damages Act, 1956.