

MANDATE AND FEE AGREEMENT

PLEASE TAKE NOTE that **this Agreement is compulsory**, and clients are requested to read through same thoroughly and to complete same in full in terms of the Financial Intelligence Centre's Act, No. 38 of 2001 and as prescribed in the Rules of the Law Society.

CLIENT DETAILS											
**confirm whether the client is an individual or entity:											
Name and Surname:											
I.D. NO:											
Nationality:							Gender	Male	Female		
Income tax number											
Business Registered Name											
Trading Name											
Registration no:											
VAT No:											
Physical address:									Code		
Postal address:									Code		
CLIENT'S DETAILS (IF AN ENTITY)											
Represented by:											
Members/Directors/ Owner/etc:											

CLIENT'S PERSONAL DETAILS / FICA DOCUMENTS (BUSINESS)

Copy(ies) of client's registration certificate + Fidelity Fund Certificate, as well as proof of physical address(es) chosen as the client(s) domicilium addresses to be attached, i.e. municipality account to comply with the Financial Intelligence Centre's Act, No. 38 of 2001 to be attached hereto as **Annexure "A/B/C"**

CLIENT'S PERSONAL DETAILS (INDIVIDUAL)

Copy(ies) of proof of physical address(es) chosen as the Debtor(s) domicilium address to be attached, i.e. municipality account to comply with the Financial Intelligence Centre's Act, No. 38 of 2001 to be attached hereto as **Annexure "A/B/C"**

Marital status:	Single		Married [ANC]		Widow/er		Hindi Rights	
	Divorce		Married [ICP]		Muslim Rights		Black traditional	

Name of spouse:

I.d. no:

Spouse's nationality:

Gender

Male

Female

CONTACT DETAILS

Cellphone Number:

Work Number:

(W @ switchboard)

E-mail address:

Work:

Personal

FAMILY MEMBER / FRIEND

Name and Surname:

Cellphone Number:

Physical address:

Code

BANKING DETAILS (COLLECTION MATTERS):

Bank name:

Account name:

Account no:

Account Type

Branch name:

Branch code:

-

-

Reference:

CLIENT'S EMPLOYMENT DETAILS			
Occupation:			
Name of employer:			
Work address:			Code
ADDITIONAL STIPULATIONS:			

i) I hereby nominate and appoint the partners and/or their nominees of **J.A. PIETERSE ATTORNEY** with power of substitution (hereinafter called the "attorney") to render professional legal services to me, which shall include the right to prosecute or defend proceedings in any competent court and on my behalf to take all necessary steps in accordance with my instructions.

ii) **And I agree that:**

1. The attorney is entitled to charge fees on the attorney-and-own-client scale for services rendered in terms hereof and that I undertake and agree to pay the attorney fees as set out in this agreement within 30 days.
2. The fees on an attorney-and-own-client scale will be calculated on a time basis in terms of an agreed hourly tariff.
3. The fees in respect of the time reasonably spent by the attorney will be calculated at a maximum hourly tariff which is presently R1,800.00 for matters below R100,000.00 and R2,800.00 per hour for matters higher than R100,000.00, unless any work is done on an urgent or after-hours basis in which case the hourly tariff is R2,800.00, VAT to be added on said amounts.
4. The hourly tariff set out above shall automatically escalate annually from 1 January at a rate of 10% per annum unless specifically otherwise agreed.
5. Disbursements reasonably have to be incurred, and that I accept responsibility to pay such disbursements to the attorney on demand.
6. I shall personally be responsible to pay in full all disbursements incurred by the attorney in respect of the fees of service provided such as advocates, experts and assessors or investigators who the attorney will be entitled to appoint at his sole discretion when he deems it necessary, as principal viz a viz such service providers,
7. Disbursements in respect of travelling costs per motor vehicle will be recovered at the rate of R9.35 per kilometre (excluding VAT) and travel time calculated at R220.00 per every 15 min, which amounts shall escalate annually on the same basis as is set out in Paragraph 4 above
8. The cost of making photocopies will be recovered at the rate of R6.50 per page (including VAT) to be calculated for Magistrates Court tariffs and R6.50 per page on High Court tariff, which amount shall escalate annually on the same basis as is set out in Paragraph 4 above.
9. All other disbursements shall be recovered on the basis of the reasonable amount thereof.
10. I confirm that the following shall apply in connection with the prosecution/defence of my action in any competent Court, namely that the attorney's fees for services rendered and disbursements incurred in connection therewith will not be based on the applicable High Court or Magistrate's Court party-&-party tariffs regarding all work done or in terms of the Legal Practise Act.

11. That I am aware that I am entitled to engage the services of another attorney who may levy fees in accordance with the abovementioned tariffs, but I choose not to do so;
12. I understand that there is a difference between party-and-party costs on the one hand and attorney-and-own-client-costs on the other. I understand that party and party costs are those costs, which, if I am successful, I will be entitled to recover from the other party, and that if I am unsuccessful, I may be responsible to pay the successful party, whilst attorney-and-own-client costs, are those as set out in Paragraph 1 above, which I have to pay to the attorney, irrespective of whether I am able to recover party-and-party-costs from any other party. The attorney may exercise his discretion to debit the fees on an attorney-and-own-client fee scale, same to then be calculated on an additional 100% to a party-and-party fee scale as prescribed, instead of an attorney-and-own-client fee scale
13. The attorney is entitled to render me interim accounts in respect of fees and disbursements and that he will render me a final account at the conclusion of the matter
14. All disbursements reflected in the account will, as far as possible, be accompanied by supporting documentation and that in respect of fees the attorney will set out a short cryptic description of the work done by him
15. Should I require the attorney to furnish me with a more detailed and specified account in respect of services rendered by him, and in the event of the total of such specified detailed account being higher than the total of the account as set out in Paragraph 14 above, I accept responsibility to pay such higher amount; and pay the costs incurred in the preparation and drafting of such detailed account which may include the costs of a cost consultant
16. If I do not object in writing to the account, or request a specified detailed account, within 7 (seven) days of the receipt of the account from the attorney, I will be deemed to have waived any right which I may have in respect thereof and that I will also then be deemed to have accepted the attorney's account as fair and reasonable;
17. I agree to pay mora interest on fees and disbursements from the date upon which same became payable until date of final payment
18. I confirm that I am aware that the attorney may withdraw as my attorney for good cause, or in the event of my failing to pay any fees or disbursements in terms of this agreement. In this event, the attorney shall be entitled to retain all documentation in his possession, whether prepared by him or not, until the full amount outstanding in respect of fees and disbursements together with interests is paid
19. I reserve the right, to myself, to terminate the mandate given in terms hereof by giving the attorney written notice of such withdrawal and termination within 7 (seven) days from date of signature hereof
20. I accept that the attorney, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred by him in respect of services 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
21. I confirm that should I not be able to pay such fees or disbursements, the attorney shall be entitled to retain the documents referred to in Paragraph 18 above until such disbursements and fees have been paid
22. I confirm that the attorney shall, from time to time and in his discretion, be entitled to require me to pay a deposit to cover his fees and/or disbursements and that such deposit shall be payable on demand, failing which the attorney may stop any further work until the deposit is paid
23. I hereby authorise the attorney to receive any monies which may be payable to me and to recover there from any fees and/or disbursements owing by me, as well as collection commission, before any balance is paid out to me
24. I have been advised in respect of the contents of Rule 43(7) and Rule 43(8) of the High Court dealing with the fee structure of interim application (interlocutory applications) with regard to matrimonial matters. I hereby declare that neither my attorneys, nor my Council employed by my attorney, will be bound or limited by the aforementioned court rules

25. Should I not be satisfied with a bill of costs as furnished to me by my attorney, I have the right to submit a written objection within 7 days of receipt thereof and request that such account be taxed by the court that has jurisdiction in the matter, alternatively to submit the account to the Legal Practise Council for a fair and reasonable adjudication.

26. Should I request my attorney to furnish me with a specified and detailed account for services rendered, I accept the liability and obligation to:

26.1. The costs associated with the drawing of such an account at 11% of the total fees allowed; and

26.2. To pay the costs implication associated with the settlement, alternatively the formal taxation of such an account at the cost of 11% of the total fees and disbursements allowed; and

26.3. In the event where the total of such account being higher as the total of the previous account submitted, to pay such higher account.

27. Should the attorney have to proceed with collection procedures in recovering legal fees ("capital claim") due to the attorney by myself,

27.1. the attorney and/or a third party assisting the attorney in recovering the fees are by right to collect such collection and legal process fees on the scale as between attorney-and-own-client; and

27.2. mora interest on the capital claim will accrue p.a. from the date upon which same became payable, until date of final payment; and

27.3. recover collection commission of 10% from every payment effected regarding settling the outstanding debt, as determined by the Legal Practise Council; and

27.4. use the address as noted on the face of this mandate as my domicilium citandi et executandi; and

27.5. I take notice that the attorney reserves his right to note my name as a default payer at the credit bureau which might have a negative effect on future credit applications; and

27.6. The person undersigning this agreement on behalf of an entity, firstly agrees that they are duly authorised to do so and does so in their capacity as surety and co-principal debtor on behalf of the entity and should it be necessary to proceed with action against the entity, the signatory will be added as Second Defendant

28. Any amendments hereto or any additional agreements hereto must be reduced to writing.

I HEREBY DECLARE THAT THE ABOVE PERSONAL PARTICULARS ARE BOTH TRUE AND CORRECT, AND THAT I UNDERSTAND THE CONTENT OF THIS MANDATE AND FEE AGREEMENT.

Signed at _____ on this _____ day of _____ 2024.

CLIENT OR DULY REPRESENTATIVE

WITNESSES:

1. _____

2. _____

Initial

ANNEXURES TO MANDATE

NOTE:

1. This annexure is **COMPULSARY** and must be completed in full per the regulations of **FICA [Financial Intelligence Centre's Act, No. 38 of 2001]**. As a legal firm we are obliged to be **FICA** compliant and thus any client is required to provide accurate and up to date information - we have no choice in this regard.
2. Our firm will keep all information **PRIVILEGED** per Law under attorney-and-client privileged.
3. The above privilege does however not include an inspection by a **FIC** representative or a formal court order.
4. Per **FICA** requirements, our firm will be obliged to scrutinise client(s) against targeted financial sanctions list and enquire whether the client is a politically exposed person [www.fic.gov.za/compliance].

FURTHER NOTE: where a choice is given, please mark the correct answer with a clear "X".

"A"

CLIENT TYPE													
(please select and mark a clear "X")													
NATURAL PERSON:				SOLE PROPRIETOR									
CLOSE CORPORATION				TRUST									
COMPANY				LAW FIRM									
CLIENT'S DETAILS [natural person or sole proprietor]													
FULL NAMES:													
I.D. NO:													
NATIONALITY:				GENDER		Male		Female					
MARITAL STATUS:	Single		Married [ANC]		Widow/er		Hindi Rights						
	Divorce		Married [ICP]		Muslim Rights		Black traditional						
NAME OF SPOUSE:													
I.D. NO:													
SPOUSE'S NATIONALITY:				GENDER		Male		Female					
RESIDENTIAL ADDRESS:								CODE					
								CODE					
POSTAL ADDRESS:								CODE					
								CODE					
CONTACT NUMBERS	Cell phone:												
	Work no:												
	Spouse's cell:												
	Home no:												

E-MAIL ADDRESS:	Work													
	Personal													
OCCUPATION:														
NAME OF EMPLOYER:														
WORK ADDRESS:												CODE		
SOURCE(S) OF INCOME:	Salary		Pension		Rental income		Children support							
	SASSA		Foreign income		Parent support		Inheritance							
	Allowance		Trust Income		Maintenance (third party)									
	Other (explain):													
NUMBER OF DEPENDENTS:														
TAX NO:														
CLIENT'S DETAILS [close corporation / company]														
BUSINESS NAME:														
REGISTRATION NO:														
REGISTERED ADDRESS:												CODE		
TRADING ADDRESS:												CODE		
POSTAL ADDRESS:												CODE		
CONTACT NUMBERS:	Accounts Dept:													
	Switchboard													
REPRESENTED BY:	Mr / Ms:													
REPRESENTATIVE'S OCCUPATION:														
DIRECTOR(S)/ MEMBER(S):	Complete ALL the details of ALL the directors / members per the annexure hereto													
SOURCE(S) OF INCOME:	Customers					Rental income								
	Tenders from Government					Director/member support								
	Foreign income (business)					Loans - financial institution(s)								
	Government support					Other (explain):								
TAX NO:														
VAT NO:														

CLIENT'S BANKING DETAILS												
FINANCIAL INSTITUTION:												
ACCOUNT NAME:												
ACCOUNT NO:												
ACCOUNT TYPE												
BRANCH NAME:												
BRANCH CODE:			-					-				
REFERENCE:												
FICA COMPLIANCE QUESTIONNAIRE												
ANY FOREIGN BUSINESS AFFILIATION(S):	Yes					No						
<i>IF YES, PLEASE PROVIDE FURTHER DETAILS:</i>												
ANY R.S.A. GOVERNMENT AFFILIATION(S):	Yes					No						
<i>IF YES, PLEASE PROVIDE FURTHER DETAILS:</i>												
HAS FIC EVER SANCTIONED YOURSELF / THE BUSINESS?	Yes					No						
<i>IF YES, PLEASE PROVIDE FURTHER DETAILS</i>												

ANNEXURE IN REGARDS TO DIRECTORS / MEMBERS / TRUSTEES

To be completed by EACH and EVERY Director / Member / Trustee / Beneficiaries / Shareholders

NOTE: this annexure is **COMPULSARY** and must be completed in full per the regulations of **FICA** [Financial Intelligence Centre's Act, No. 38 of 2001]. As a legal firm we are obliged to be FICA compliant and thus any client is required to provide accurate and up to date information

FURTHER NOTE: where a choice is given, please mark the correct answer with a clear "X".

"B"

PERSONAL DETAILS														
FULL NAMES:														
I.D. NO:														
NATIONALITY:							GENDER	Male			Female			
MARITAL STATUS:	Single		Married [ANC]		Widow/er		Hindi Rights							
	Divorce		Married [ICP]		Muslim Rights		Black traditional							
NAME OF SPOUSE:														
I.D. NO:														
SPOUSE'S NATIONALITY:							GENDER	Male			Female			
RESIDENTIAL ADDRESS:											CODE			
POSTAL ADDRESS:											CODE			
CONTACT NUMBERS	Cell phone:													
	Work no:													
	Spouse's cell:													
	Home no:													
E-MAIL ADDRESS:	Work													
	Personal													
OCCUPATION:														
NAME OF EMPLOYER:														
WORK ADDRESS:											CODE			

Initial

SOURCE(S) OF INCOME:	Salary		Pension		Rental income		Children support	
	SASSA		Foreign income		Parent support		Inheritance	
	Allowance		Trust Income		Maintenance (third party)			
	Other (explain):							
NUMBER OF DEPENDENTS:								
TAX NO:								
FICA COMPLIANCE QUESTIONNAIRE								
ANY FOREIGN BUSINESS AFFILIATION(S):					Yes		No	
<i>IF YES, PLEASE PROVIDE FURTHER DETAILS:</i>								
ANY R.S.A. GOVERNMENT AFFILIATION(S):					Yes		No	
<i>IF YES, PLEASE PROVIDE FURTHER DETAILS:</i>								
HAVE YOU EVER BEEN SANCTIONED BY THE FIC					Yes		No	
<i>IF YES, PLEASE PROVIDE FURTHER DETAILS</i>								

**The annexures must be obtained FROM EACH of the following:
Every Client / Each Director / Each Member / Each Trustee / Each Beneficiary / Each Shareholders**

FURTHER NOTE: Please mark with a clear "X", which documents have been attached hereto.

"C"

CLEAR COPIES OF:					
Identity Document / Card (front and back)					
If a Foreigner – Passport and Work Permit					
Proof of Address (not older than 3 months) – Residential Address					
Proof of Address (not older than 3 months) – Business Address					
Proof of Address (not older than 3 months) – Registered Address (if different from business address)					
Marriage certificate AND Ante-Nuptial Contract (if applicable)					
CIPC certificate					
Letter of authority for Trusts					
Client's bank confirmation letter (before any payments can be made to client)					
FOR COMPANY [Pty] Ltd] – all documents bearing the stamp of the Registrar of Companies AND signed by the Company's Secretary					
Form CM1		Form CM9		Form CM22	
Form CM29		Form CM31		Form CM46	
Memorandum of articles of association					
ALTERNATIVELY:	most recent CIPC disclosure certificate for the Company				
ALTERNATIVELY:	COR 14.1		COR 14.3		
	COR 15.1		COR 16.1		
AND:	Shareholder's certificate(s) for ALL the company shares				