



## ROY STOLER ATTORNEYS

### CLIENT INFORMATION DETAILS

Dear Client

1. I thank you for using my services as an attorney. There are certain details which are important and which you should be aware of prior to consulting with me. I am aware that legal costs are extremely expensive and I will try to assist wherever I can with regard to fees charged. However, it must be borne in mind that each attorney has a charge out rate per hour based on experience, difficulty of the matter, and other factors which come into the computation. Please understand that I have an office infrastructure which enables me to give a quality service and as a result thereof, my staff members are highly paid.
2. It must be borne in mind that my current charge out rate in 2016 is **R4,000.00** per hour exclusive of Value Added Tax (VAT). This amount will escalate by at least 10% on the 1<sup>st</sup> January of each year. Obviously this rate will escalate if work is required to be done after hours or on weekends, or if a matter is extremely urgent. In addition to charging out for consultations I must recover time spent on attendances, telephone calls, drawing letters, perusing letters and analysing and checking up on legal opinions if this is necessary. My account will be detailed as to the number of hours spent on a particular matter.
3. It must be borne in mind that my accounts are payable on presentation of invoice due to the fact that I must pay VAT and I would appreciate you rendering payment as soon as invoices are received.
4. There are certain matters which require a retainer and I will discuss this with you at the first consultation. Please understand that I will not be in a position to brief counsel if I do not have a retainer, as I am liable to effect payment to counsel for their fees. I shall further be entitled to request payment of additional further deposits at my discretion at any time during the course of the matter and I shall also be entitled to be covered in full for all future fees and disbursements and shall be under no obligation to do work or pay disbursements or otherwise grant work on credit for you in any way whatsoever. All deposits shall be paid within the period stipulated by me, failing which I shall have the right to withdraw as attorney of record without notice.
5. Where an item cannot be accurately assessed as a portion of the hourly rate, then, and in such event, the items shall be calculated by using the Supreme Court tariff charged for the item plus a surcharge of 25% to such item. In addition, I shall be entitled to charge for and recover all disbursements made on your behalf irrespective of the nature or amount of the disbursement.
6. Please do not hesitate to discuss fees with me as I am more than willing to explain matters to you so that you are fully aware of what costs and charges you will be in for. Please however, note that I cannot give any fixed quotes for certain matters so obviously it will depend on factors such as whether it is defended, the length of time spent to draw the agreements, or the number of consultations required to finalise the matter. I will, however, endeavour as far as possible to give you a guide line of what the costs will be at the first consultation so that adequate and proper budgeting can be arranged on your side.

7. Please also take notice that if fees are not paid timeously interest at 2% per month will be charged on overdue accounts, and will be debited to your ledger card. Please understand that I run an office and that I have a number of staff members and as a result, cash flow becomes important for me, therefore, prompt payment of accounts becomes essential.
8. Please also bear in mind that at times, I may not be in a position to take your call, but I will endeavour to get back to you as quickly as possible. Please understand that I try not to take calls when consulting and for this reason, I would appreciate your indulgence.
9. Please feel free to discuss any aspect regarding payment of fees and your account with me so that matters are placed in a proper perspective at the first consultation.
10. I thank you for allowing me to handle and to resolve your problem and confirm that I will do everything in my power to assist you and to give you a prompt and efficient service.

Yours faithfully

**ROY STOLER**  
**ROY STOLER ATTORNEYS**

**CLIENT DETAILS AND MANDATE**

<b>FULL NAMES</b>	
<b>IDENTITY/REGISTRATION NO.</b>	
<b>TAX/VAT NUMBER</b>	
<b>HOME ADDRESS</b>	
<b>POSTAL ADDRESS</b>	
<b>NAME OF EMPLOYER</b>	
<b>ADDRESS OF EMPLOYER</b>	
<b>TELEPHONE NO. (HOME)</b>	
<b>TELEPHONE NO. (WORK)</b>	
<b>TELEFAX NO.</b>	
<b>MOBILE NO.</b>	
<b>EMAIL ADDRESS</b>	

**FICA REQUIREMENTS**

1. CM22: Notice of Registered Office and Postal Address of Company or COR21.1 – Amendment to Company Information – address change;
2. CM29: Details of Current Directors, Auditors and Public Officer or COR39 – Certificate of Director Amendments;
3. Proof of residence of the shareholders and/or directors;
4. Copy of letter from the auditor or company secretary confirming shareholding;
5. CM1: Certificate of incorporation;
6. CM9: Name Change document, if applicable.

**I ACKNOWLEDGE THAT I HAVE READ THE CLIENT INFORMATION DETAILS FURNISHED TO ME AND AGREE TO BE BOUND TO THE TERMS AND CONDITIONS CONTAINED THEREIN. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE MANDATE AND FEE AGREEMENT WHICH I HAVE DULY SIGNED.**

SIGNED AT SANDTON ON \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

FULL NAME/S: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

## MANDATE AND FEE AGREEMENT

I/We, the undersigned:

---

(full name and address), do hereby nominate and appoint the partners and their nominees of:

### ROY STOLER ATTORNEYS

with power of substitution (hereinafter called "the Attorney") to render professional legal services to me/us, which shall include the right to prosecute or defend proceedings in any competent court and on my/our behalf to take all necessary steps in connection with:

---

1. I/We confirm that:
  - 1.1. the attorney is entitled to charge fees on the attorney and own client scale for service rendered in terms hereof and that I/we undertake and agree to pay the attorney fees as set out in this agreement;
  - 1.2. the fees on an attorney and own client scale will be calculated on a time basis in terms of an agreed hourly tariff;
  - 1.3. the cost of making photocopies will be recovered at the rate of R2.00 per page (VAT excluded) which amount shall also escalate annually on the same basis as is set out in paragraph 1.3 above;
  - 1.4. the cost of fax charges and receipt of faxes will be recovered at the following rate:

1.4.1.	Incoming Faxes	R 1.71 per page
1.4.2.	Outgoing Faxes:	
1.4.2.1.	Johannesburg	R 3.42 per page
1.4.2.2.	National	R 6.14 per page
1.4.2.3.	International	R15.96 per page
  - (including VAT), which amount shall escalate annually on the basis as is set out in paragraph 1.3 above; and
  - 1.5. all other disbursements shall be recovered on the basis of the actual amount thereof.
2. I/we confirm that the following shall apply in connection with the prosecution/defense of my action in any competent court, namely:
  - 2.1. 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 tariffs, or on the tariff applicable in any other court, but will be higher and will be calculated on another basis;
  - 2.2. that I am/we are aware that I am/we are entitled to engage the services of another attorney who may levy fees in accordance with applicable tariffs, but I/we elect not to do so; and

- 2.3. that I/we 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 /we understand that party and party costs are those, which, if I am/we are successful, I will/we shall be entitled to recover from the other party, and if I am/we are unsuccessful, I/we may be responsible to pay to the successful party, whilst attorney and own client costs, are those as set out in paragraph 1 above, which I will/we shall have to pay to the attorney irrespective of whether I am/we are successful or not, and irrespective of whether I am/we are able to recover party and party costs from any other party.
3. I/we understand that:
- 3.1. the attorney is entitled to render me/us interim accounts in respect of fees and disbursements and that at the conclusion of the matter he will render me/us a final account;
- 3.2. all disbursements reflected in the account will, so 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 together with the total of hours spent in the execution thereof;
- 3.3. should I/we require the attorney to furnish me/us with a detailed specified account in respect of services rendered by him, and in the event of the total of such detailed specified account being higher than the total of the account as set out in paragraph 3.2 above, I/we accept responsibility to:
- 3.3.1. pay such higher amount; and
- 3.3.2. pay the costs incurred in the preparation and drafting of such specified detailed account, which may include the costs of a cost consultant;
- 3.4. If I/we do not object in writing to the account, or request a specified detailed account, within 30 (thirty) days of receipt of the account from the attorney, I will/we shall be deemed to have waived any right which I may/we might have in respect thereof and that I will/we shall also then be deemed to have accepted the attorney's account as fair and reasonable.
4. I/we agree to pay interest to the attorney at the prime overdraft rate levied by NEDBANK plus 2% (two) percent on any fees and disbursements from the date upon which the same become payable until date of payment. All fees are payable upon presentation of an invoice and/or statement.
5. I/we confirm that I am/we are aware that the attorney may withdraw as my/our attorney for good cause, or in the event of my/us 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 interest is paid.
6. I/we reserve to myself/ourselves the right to withdraw from this undertaking and 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.
7. I/we 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 set out herein.
8. I/we confirm that should I/we not be able to pay any such fees or disbursements, the attorney shall be entitled to retain the documents referred to in paragraph 5 above until such fees and disbursements have been paid.

- 9. I/we 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.
- 10. I/we hereby authorise the attorney to receive any monies which may be payable to me, and to recover there from any fees and disbursements owing by me/us before any balance is paid out to me.
- 11. I/we accept that the attorney will furnish me/us with regular reports relating to progress made by him in the execution of his mandate in terms hereof.
- 12. Any amendments hereto or any additional agreements hereto must be reduced to writing.

SIGNED at SANDTON on \_\_\_\_\_ 20\_\_\_\_\_.

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

2. \_\_\_\_\_

\_\_\_\_\_  
(Print Full Name)

**THE ATTORNEY ACCEPTS THE MANDATE IN TERMS HEREOF**

SIGNED at SANDTON on \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**ROY COLIN STOLER**