



AGREEMENT OF MANDATE

MADE AND ENTERED INTO BETWEEN

STEENKAMP ABRAHAMS INC.

OF

104 WELKOM STREET | PORTLAND | MITCHELLS PLAIN |

TEL: (021 391 0169)

(MANDATEE)

DULY REPRESENTED BY

FAZLOODIEN ABRAHAMS

AND

OF

(DOMICILIUM – RESIDENTIAL ADDRESS)

Home: _____

Work: _____

Cell: _____

E-mail: _____

Postal Address: _____

(MANDATOR)

FOR THE PURPOSES HEREIN CONTAINED AND NO OTHER

AGREEMENT:

I, the undersigned, _____

ID number: _____

In my personal capacity/representative capacity for and on behalf of the mandator, *(delete that which is not applicable)*

do hereby engage the legal services of STEENKAMP ABRAHAMS INC. at the fee and rate detailed below.

I warrant that I have the requisite authority to enter into this mandate on behalf of the mandator.

I grant to STEENKAMP ABRAHAMS INC. Power of Attorney to act on my behalf for the purposes set out herein and to perform any act, communication and attendance pursuant to this mandate.

I UNDERSTAND THAT LITIGATION IS UNCERTAIN AND THAT THE RESULT MAY NOT BE IN MY FAVOUR, IN WHOLE OR IN PART. I INDEMNIFY STEENKAMP ABRAHAMS INC. THEIR EMPLOYEES AND AGENTS AGAINST LOSS OR DAMAGE WHICH I MAY SUFFER FOR ANY REASON RELATING HERETO.

I agree to pay fees as follows on page 3 and 4 of this mandate into the following bank account:

The banking details for STEENKAMP ABRAHAMS INC trust account are:

Account Name : **STEENKAMP ABRAHAMS INC TRUST ACCOUNT**
Account type : **ABSA TRUST**
Bank : ABSA
Account no : 40-9502-8100
Branch number : 632005
Reference No. :

OUR FEES AND CHARGES:

DESCRIPTION	TARIFF	EXPENSES
Consultations, Telephonic Attendances, Travelling Time, Court Appearances, Inspections, Research, Drafting of Documents, Perusing of Documents, Opinions.	R 500.00 per quarter hour or part thereof (per 15 min)	+ (plus)
Drafting Correspondence / Emails	R 120.00 per folio (100 words)	+ Postage
Perusal of Correspondence / Emails	R 100.00 per folio (100 words)	+ Postage
Travelling costs	R 6.50 per kilometre	
Making of copies / printing	R 5.50 per page	
SMS	R 120.00 per SMS	
Telephone Calls	R 100.00 per formal call per 5 minutes or part thereof	+ Postage
Scanning, fax, email transmissions	R 5.00 per page	
The actual cost of telephone calls (Telkom, Vodacom, MTN, etc.), fax transmissions and e-mail transmissions will also be levied.		
All service rates above is excluding Vat of 15%. Vat to be added.		
Interest of 2% per month will be levied on outstanding accounts of more than 30 days		
Our fees exclude fees payable for the appointment of an advocate.		

LUMPSUM CHARGES

DESCRIPTION	TARIFF
<u>Administration of Deceased Estates</u> (statutory prescribed fee) And Conveyancing, as per tariff	3.5% of gross assets 6% on income after death
Inter Vivos Trust Preparation, drafting and registration of Inter Vivos Trust Including consultation and precedent initial minutes Plus general Attendances above	R10 000.00 plus Vat Plus Master's Office fee of R250.00
<u>Drafting of Wills</u> Drafting of Wills (including sharia compliant Wills) Depending on length of time, complexity, extent of advice <u>Estimate:</u> Consultation Single Will Single Will with Testamentary Trust Joint Will Joint Will with Testamentary Trust Plus General Attendances as above	R 500.00 per quarter hour R1 800.00 R2 500.00 R3 600.00 R2 950.00
<u>Estate Litigation</u> Challenging or opposing validity of Wills Formulation and submission of claims against Estates All work done on time basis Plus General Attendances as above	R 500.00 per quarter hour
<u>Research and Opinions</u> All research charged on time basis Drafting of Opinions charged on a time basis Plus General Attendances as above	R 500.00 per quarter hour
<u>Conveyancing</u> All fees charged in accordance with the Law Society tariff guideline.	

I agree that the above relates to the following matter/legal problem:

(describe briefly the legal issues which are faced)

I require the following outcome. With regard to litigation I understand that the outcome is not guaranteed.

I further agree to pay, on signature of this mandate, a **deposit of 50%** of the estimated fees, where such estimate is provided, to be held in trust by STEENKAMP ABRAHAMS INC. until billed for **or** _____, which is a deposit acceptable to STEENKAMP ABRAHAMS INC. I irrevocably authorise STEENKAMP ABRAHAMS INC. to apply such trust monies to my account as contemplated herein, as and when payment becomes due. Should the fees exceed the estimate or consume the deposit, an additional deposit may be required.

I understand that the above-mentioned estimate is not binding on STEENKAMP ABRAHAMS INC. owing to the uncertain nature of legal proceedings.

I accept that **work performed** by STEENKAMP ABRAHAMS INC will be **billed** as and when performed, and will be **payable on presentation of an invoice**. Should any fees be unpaid after falling due, I understand that STEENKAMP ABRAHAMS INC. at their sole discretion, may withdraw as my representatives.

Should I **cancel this mandate** or should STEENKAMP ABRAHAMS INC. withdraw as my legal representatives for any reason, **all fees due will become payable immediately**, along with any penalty fee which may accrue, including but not limited to the balance of the deposit insofar it may be required to set off against fees.

A certificate made by the accountants or auditors of STEENKAMP ABRAHAMS INC. will be *prima facie* **proof of my indebtedness**.

This **mandate may not be varied** unless agreed to in writing and signed by both parties.

This mandate may **only be cancelled in writing**, or by written notice of withdrawal.

I **consent to the jurisdiction** of the Magistrates court for any legal proceedings aimed at enforcing this agreement.

I further agree to pay costs on an attorney-own client scale in relation to legal proceedings contemplated in the paragraph immediately precedent, and accept the reciprocity of this clause.

After consultation with STEENKAMP ABRAHAMS INC. I have been informed that the estimated fees for my matter will be: _____

How will the fees be paid: _____

I agree to provide STEENKAMP ABRAHAMS INC. with all documents, **evidence and testimony** as to the full facts of any matter and/or facts which have a bearing on any matter in which they act on my behalf, which documents, evidence or testimony shall be kept in confidence by STEENKAMP ABRAHAMS INC. I have been informed and I accept that failure to provide full and accurate information may jeopardise my case and STEENKAMP ABRAHAMS INC.' ability to fully render legal services as per this mandate.

I accept that STEENKAMP ABRAHAMS INC. must **act** in all instances in a manner which is firstly in conformance with the law, secondly the standards laid down by the Law Society of South Africa, and thirdly in my **best interest**. I accept that where my conduct or the information which I provide specifically places these objectives in conflict, STEENKAMP ABRAHAMS INC. **may resile** from this mandate without recourse, and may take such further action as may be warranted.

I require that in all litigious matters, STEENKAMP ABRAHAMS INC. **attempt to recover costs** from the opposing party, and I understand that the default position for such a cost award is on a **party-party scale** and according to tariff. I accept that such tariff is below the attorney-own client rate charged as per this agreement. I specifically do not authorise STEENKAMP ABRAHAMS INC. to accept payment of these costs unless it is on my behalf, and I **accept liability for all fees charged** by STEENKAMP ABRAHAMS INC. regardless of the amount of a costs award in my favour.

Where STEENKAMP ABRAHAMS INC. offers any discount or special arrangements to pay legal fees, such discounts will be forfeited by me should payment not be made on due date, and the full amount of fees outstanding, free of any discounts, will become immediately due and payable.

Where an agreement to pay legal fees in instalments has been reached with STEENKAMP ABRAHAMS INC. any default in paying the agreed instalment amount by due date shall render the full account due and payable immediately, and without further notice.

I hereby note the special conditions as per this mandate as follows:

I nominate the following address (which may not be a post office box or post restante) as the address at which I shall receive all legal notices and process.

I furthermore confirm that I, or the mandator where I am a representative, currently resides/carries on business /is employed at:

(delete that which is not applicable)

I UNDERTAKE TO INFORM STEENKAMP ABRAHAMS INC. IN WRITING OF ANY CHANGE IN MY NOMINATED SERVICE ADDRESS OR MY PHYSICAL/RESIDENTIAL ADDRESS WITHIN 7 (SEVEN) DAYS OF SUCH CHANGE.

This done and signed at _____ on this _____ day of _____ 2023

Signed: _____

Signed: _____

MANDATOR: _____

ACCEPTED BY STEENKAMP ABRAHAMS INC.

Witnessed: _____

Witnessed: _____
