HOURLY RATE ATTORNEY AND CLIENT FEE AGREEMENT
This agreement has been entered into between the Attorney and the client, and cancels all previous agreements, in respect of a mandate given by the client to the Attorney and/or in respect of a service agreement entered into for the Attorney to act on the client’s behalf in respect of an infringement of the rights of the client, whereby the client agrees to pay the fees and disbursements of the Attorney on the basis set out below, and in respect of which the parties agree as set out herein:

DEFINITIONS

1. It is understood between the parties that, unless clearly indicated otherwise by the context:

   1.1 any reference to the “Client” in this agreement includes his successors and estate, and any party represented or purportedly represented by the person signing this agreement, and/or such signatory and the represented and such signatory warrants his authority to act in such representative capacity;

   1.2 any reference to “attorney” includes the incorporated firm, the directors, the firm’s employees and agents;

   1.3 any reference to either gender includes the other as well as impersonal entities;

   1.4 “Mandate” means any initial written or oral instruction given by the client to the attorney to represent him in respect of his claim, and is superseded by any subsequent written service agreement entered into between the parties, to the extent that conflict exists;

   1.5 any reference to the singular includes the plural and vice versa;

   1.6 “the client’s claim” means any right to recover monetary compensation from any party, which has or will accrue to the client due to an infringement of his rights by any person, and includes the client’s right, title and interest in and to the proceeds of any actions taken by the attorney in execution of any mandate from the client as well as the client’s right, title and interest in and to the proceeds from, and any rights obtained from, any agreement entered into by or on behalf of the client in respect of such infringement of the clients rights, with all accumulations, costs and other benefits accrued to or which may hereafter accrue in respect thereof.

   1.7 “third party obligations” means all and any obligations, including office undertakings and/or guarantees that the attorney has incurred and/or issued on behalf of the client, pursuant to any liability of the client to third parties, relating to the client’s claim.

   1.9 “disbursements” means monies disbursed by the Attorney or payable by the Attorney on the client’s behalf and will include but not be limited to Counsel’s fees (i.e. Advocate’s fees), telephone calls, messenger and other delivery fees (including courier services and Docex), postage, facsimile transmissions, research, correspondence, sheriff’s charges, revenue stamps, cost and taxation consultant charges, travelling expenses, parking, meals and hotel accommodation where strictly necessary, plus hourly fees during travel time, photocopying and other means of reproduction, modem and software expenses where necessary, witness fees, investigator’s fees, assessor’s fees, experts’ fees and expenses actually levied, including fees for attendances at court, consultants fees, and other similar items irrespective of whether these items are taxed off or disallowed by any person for any reason whatsoever. The Attorney shall, in his...
sole and absolute discretion, make decisions as to whether or not the complexity of the matter makes it necessary for any such disbursements to be incurred.

1.10 “full enforceable value” means the total value of all monetary value, inclusive of any payments due in money and the monetary value of any undertaking or certificate to which the client becomes entitled to (as estimated in writing by any and all medical experts appointed on behalf of the plaintiff in respect of the client’s claim), pursuant to any and all interim and final judgments, orders and settlement agreements relating to the client’s claim.

1.11 Heads in this agreement are entered simply for reference purposes and have no bearing on the interpretation of this agreement.

2. The Attorney will charge fees on an attorney and own client basis for the provision by the Attorney of professional services to the client, which services are, in the opinion of the Attorney, necessary or desirable in order to give effect to the mandate received by the Attorney from the client or where such services were performed in circumstances where it was reasonably necessary to do so in order to advance the client’s interest.

3. 3.1 The client confirms that he understands the difference between party and party costs and attorney and client costs, namely that party and party costs are those fees and disbursements which may be recovered from the opposing litigant and which are credited to the client, and attorney and client costs are the actual fees and disbursements for which the client is liable to the Attorney in terms of this agreement. The fees charged by the Attorney are more expensive than the tariffs of both these Courts.

3.2 Copies of the party and party scale of costs in the High Court and Magistrates Court are included at the end of this agreement, to which the client is referred. The copy of the party and party tariffs, as was prescribed by the Uniform Rules of Court at the time that this document was drafted is annexed for information purposes only and the applicable rates that will apply will be those officially in force at any given time, subject to 5 below.

FEES, DISBURSEMENTS AND DEPOSITS

4 Fees shall be charged, irrespective of whether the attendances are taxable on a party and party basis or not, and subject to 5 below; at a rate of R2 500-00 per hour, or part thereof, excluding VAT, whilst fees for attendances that cannot reasonably be calculated on a time basis, shall be calculated at 3.0 times the party and party tariff, as amended from time to time, prescribed by the Uniform Rules of Court, plus Value Added Tax thereon, regardless of whether the time is spent on consultations with any person (including but not limited to Counsel, witnesses and Court officials), attendances at Court or elsewhere (including, but not limited to time spent waiting at Court and attendances on officials), phone calls made or received, perusal and re-perusal of documents, drafting of any nature and preparation for trial (including, but not limited to indexing and paginating of papers) and regardless of who does the work within the attorney’s offices, be it an attorney, a secretary, para-legal, candidate attorney or professional assistant. Photocopying will be charged at R4.00 a page and travelling at R9.00 a kilometre, in both instances excluding VAT.

5. The client agrees that all fees will increase by 10% from 1 January in the year succeeding the year in which this agreement was concluded and in each and every succeeding year thereafter, save that in the event that the Consumer Price Inflation Index for the previous year was greater than 10% then the fees for the following year, shall increase by a percentage equal to such Consumer Price Inflation Index.

6. The client agrees that the above rates will be charged for all work done on any matter that forms the subject of any mandate of the client to the Attorney by the client and that this agreement shall cover all work done from the inception of such matter irrespective of the date of the signing of this agreement.

7. The client agrees that in the event of any charges being unacceptable to it, for any reason whatsoever, that the client will notify the Attorney in writing within 20 (twenty) days of the date of being notified of such charges, failing which the charges reflected therein shall be deemed to be fair and reasonable. The date of so being notified shall, unless the client proves otherwise, be deemed to be 5 days after the date appearing on such notification.

8. In addition to the client’s liability for fees, the client is also liable to the attorney for all disbursements incurred by the attorney in his sole discretion in the prosecution and enforcement of the client’s claim.

9. The attorney is entitled to demand advance trust deposits from the client at any time to finance fees and disbursements. Failure by the client to make payment of such trust deposit, will entitle the attorney to terminate this agreement and any mandate which he holds on behalf of the client, without prejudice to the attorney’s right to claim fees and disbursements then already earned and incurred together with damages from the client. The attorney shall have no duties or obligations towards the client of any nature during any period in which a trust deposit so demanded remains unpaid and the client indemnifies, absolves and holds the attorney harmless in respect of any damages suffered by the client or any other parties from any cause whatsoever, in respect of any action or inaction in respect of the client’s claim, while such trust deposit remains unpaid.

10. If at any time, any charges of the attorney to the client...
is placed in dispute, the client authorises the Attorney to engage a third party, at the client's cost, to draw and tax the appropriate Attorney and own client bill of costs. In this regard the client shall be bound by a written estimate provided by the cost consultant as to the cost of drawing up such bill. Cost consultants usually levy a charge of 10% of the amount of the fees in the bill. The client will pay the amount estimated by the cost consultant to the attorney before such bill is drawn and taxed. The client agrees that, in the event that it is necessary for the bill to be taxed, the Taxing Master of the Johannesburg High Court will be entitled to tax the bill, even if the matter appears to be, or is, a Magistrates Court matter.

ACCOUNTING

11.1 It is agreed, in anticipation of the final accounting of the attorney to the client, which shall only occur when the party and party fees have been recovered, that the attorney may in the interim debit an estimated fee and recover actual disbursements, upon recovery of the capital of the client’s claim, account on an interim basis, and pay the balance, less any third party obligations to the client.

11.2 The attorney shall account finally to the client, in terms of Rule 68.7, within 60 days of receipt of the party and party costs.

PRE-MATURE TERMINATION

12. Upon termination of the mandate of the attorney and/or this agreement by any party before conclusion of the attorney’s mandate, the parties agree that:

12.1 irrespective of whether payment of any fee or disbursement have been demanded or not, all fees and disbursements in respect of all attendances by the attorney shall immediately become due and payable to the Attorney; and

12.2 The attorney shall be entitled to retain the client’s entire file content and no other party may represent the client in respect of the client’s claim, proceed with litigation or settlement, or have access to any papers relating to the matter until the attorney’s fees and disbursements are paid in full to the Attorney; and

12.3 The Client authorizes the Attorney, upon termination of the mandate to instruct a cost consultant of his choosing, at the cost of the client, to draw a bill of costs, should he elect to do so, and no further authorization or permission of the client is necessary.

THE CLIENT WARRANTS THAT ALL ASPECTS OF THIS FEE AGREEMENT HAVE BEEN EXPLAINED TO THE CLIENT AND THE CLIENT UNDERSTANDS THIS FEE AGREEMENT.

Signed at PARKWOOD on

______________________________
Client

______________________________
Witness 1

______________________________
Witness 2

______________________________
For Attorney

______________________________
Witness 2

______________________________
Witness 1

______________________________
Witness 2

Initial
PARTY AND PARTY TARIFF: HIGH COURT SCALE

A. CONSULTATIONS, APPEARANCES, CONFERENCES AND INSPECTIONS

1. Consultation with a client and witnesses to institute or to defend an action, for advice on evidence or advice on commission, for obtaining an opinion or an advocate’s guidance in preparing pleadings, including exceptions, and to draft a petition or affidavit, per quarter of an hour or part thereof –
   (a) by an attorney 
   (b) by a candidate attorney

2. Consultation to note, prosecute or defend an appeal, per quarter of an hour or part thereof
   (a) by an attorney
   (b) by a candidate attorney

3. Attendance by an attorney in court at proceedings in terms of Rule 37 of these Rules, per quarter of an hour or part thereof

4. Attendance by a candidate attorney, were necessary, to assist at a contested proceedings per quarter of an hour or part thereof

5. Any conference with an advocate, with or without witnesses, on pleadings, including exceptions and particulars to pleadings, applications, petitions, affidavits and testimony and on any other matter which the taxing officer may consider necessary, per quarter of an hour or part thereof –
   (a) by an attorney
   (b) by a candidate attorney

6. Any other conference which the taxing officer may consider necessary, per quarter of an hour or part thereof
   (a) by an attorney
   (b) by a candidate attorney

7. An inspection in situ, or otherwise, per quarter of an hour or part thereof –
   (a) by an attorney
   (b) by a candidate attorney

8. Attending or give to take disclosure, per quarter of an hour or part thereof –
   (a) by an attorney
   (b) by a candidate attorney

9. Inclusive fee for necessary consultations and discussions with client, witnesses, other party or advocate not otherwise provided for, per quarter of an hour or part thereof –
   (a) by an attorney
   (b) by a candidate attorney

10. Appearance by an attorney in court or the performance by an attorney of any of the other functions of an advocate in terms of the Right of Appearance in Courts Act,1995 (Act No 62 of 1995)

11. The rates of remuneration in items 1 to 9 do not include time spent travelling or waiting and the taxing officer may, in respect of time necessary so spent, allow such additional remuneration as he or she in his or her discretion considers fair and reasonable, but not exceeding R100,00 per quarter of an hour or part thereof in the case of an attorney and R30,00 per quarter of an hour or part thereof in the case of a candidate attorney plus a reasonable amount for necessary conveyance.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Attorneys</th>
<th>Candidate Attorneys</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Consultation</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>2</td>
<td>Consultation</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>3</td>
<td>Attendance</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>4</td>
<td>Attendance</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>5</td>
<td>Conference</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>6</td>
<td>Conference</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>7</td>
<td>Inspection</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>8</td>
<td>Disclosure</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>9</td>
<td>Consultation</td>
<td>213,00</td>
<td>65,00</td>
</tr>
<tr>
<td>10</td>
<td>Appearance</td>
<td>213,00</td>
<td>65,00</td>
</tr>
</tbody>
</table>

B. DRAFTING AND DRAWING

1. The drawing up of formal statement in a matrimonial matter, verifying affidavits, affidavits of service or other formal affidavits, index to brief, short brief, statements of witnesses, powers of attorney to sue or defend, as well as other formal documents and summonses, including all documents such as the prescribed forms in the First Schedule to these Rules, but not the tariff – drawing up, checking, typing, printing, copies, delivery and filing thereof, per page of the original only

2. The drawing up of other necessary documents, including –
   (a) instructions for an opinion, for an advocate’s guidance in preparing pleadings, including further particulars and requests for same, including exceptions,
   (b) instructions to advocate in respect of all classes of pleadings,
   (c) a petition, exception or affidavit, any notice (except a formal notice), particulars of claim or an annexure to the summons, opinion by an attorney or any other important document not otherwise provided for an inclusive tariff – drawing up, checking, typing, printing, copies, delivery and filing thereof, per page of the original document only

C. ATTENDANCE AND PERUSAL

1. Attending the receipt, entry, perusing, considering and filing of –
   (a) any summons, petition, affidavit, pleading, advocate’s advice and drafts, report, important letter, notice or document,
   (b) any formal letter, record, stock sheets in voluntary surrenders, judgments or any
other material document not elsewhere specified,
(c) any plan or exhibit or other material
document which was necessary for the
conduct of the action. Per page
2. Sorting, arranging and paginating papers for
pleadings, advice on evidence or brief on trial
or appeal, per quarter of an hour or part
thereof –
   (a) by an attorney
   (b) by a candidate attorney
NOTE: Particulars of received papers need not be
specified in bills of costs. The number of papers
and pages received, as well as the total amount
charged therefor, must be specified. The opposing
party as well as the taxing officer is entitled to
inspect the papers received if the correctness of the
item is disputed.

D. MISCELLANEOUS
1. For making necessary copies, including
photocopies, of any documents or papers not
already provided for in this tariff, per A4 size
page
2. Attending to arrange translation and thereafter
to procure same, per quarter of an hour or part
thereof –
   (a) by an attorney
   (b) by a candidate attorney
3. Necessary telephone calls – the actual cost
thereof plus, per quarter of an hour or part
thereof –
   (a) by an attorney
   (b) by a candidate attorney
4. Sending facsimile letters, the actual cost of
sending the facsimile letter, in addition to the
fee allowed for the drawing thereof under item
B.3 above.
5. Testimony: Fair and reasonable charges
excepted the opinion of the taxing officer were
duly incurred in the procurement of the
evidence and the attendance of witnesses
whose witness fees have been allowed on
taxation. Provided that the preparation fees of
witnesses shall not be allowed without an order of
the court or the consent of all interested
parties.

E. BILL OF COSTS
In connection with a bill of costs for services
rendered by an attorney, the attorney shall be
entitled to charge –
1. For drawing the bill of costs, making the
necessary copies and attending settlement,
8,88% on the attorney’s fees either as charged
in the bill, if not taxed, or as allowed on
taxation.
2. In addition to the fees charged under item
1, if recourse is had to taxation for arranging
and attending taxation and obtaining consent
to taxation, 8,88% of the first R10 000,00 or
portion thereof, 4,26% on the next R10 000,00
or portion thereof and 2,10% on the balance of
the total amount of the bill.
3. (a) Whenever an attorney employs the
services of another person to draft his or
her bill of costs, a certificate shall
accompany that bill of costs in which that
attorney certifies that –
   (1) the bill of costs thus drafted was
   properly perused by him or her
   and found to be correct, and
   (2) every description such bill with
   reference to work, time and figures
   is consistent with what was
   necessary done by him or her.
   (b) The taxing master may –
   (1) if he or she is satisfied that one or
   more or the requirements referred
   to in item 3(a) has not been
   complied with, refuse to tax such
   bill,
   (2) if he or she is satisfied that the
   fees are being charged in party
   and party bill of costs –
      (aa) for work not done,
      (bb) for work for which fees
      are to be charged in an
      attorney and client bill of
      costs, or
      (cc) which are excessively
      high.
Deny the attorney the remuneration referred to in
items 1 and 2 of this section, if more than 20% of
the number of items in the bill of costs, including
expenses, of the total amount of bill of costs,
including expenses is taxed off.

NOTE: The minimum fees under items 1 and 2
shall be R142,00 for each item.

F. EXECUTION
1. Drafting, issue and execution of a warrant of
execution and attendances in connection
therewith, excluding sheriff’s fees (if not taxed)
2. Re-issue
## PARTY AND PARTY TARIFF: MAGISTRATES' COURT SCALE

| Item | Description | Fee
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Instructions to sue or defend or to counterclaim or defend a counterclaim, perusal of all documentation and consideration of merits and all necessary consultations to issue summons</td>
<td>630.00</td>
</tr>
<tr>
<td>2.</td>
<td>Summons</td>
<td>329.00</td>
</tr>
<tr>
<td>3.</td>
<td>Appearance</td>
<td>40.00</td>
</tr>
<tr>
<td>4.</td>
<td>Notice under Rule 12(1)(b) and (2)</td>
<td>40.00</td>
</tr>
<tr>
<td>5.</td>
<td>Plea</td>
<td>40.00</td>
</tr>
<tr>
<td>6.</td>
<td>Claim in reconvention</td>
<td>329.00</td>
</tr>
<tr>
<td>7.</td>
<td>Reply, if necessary</td>
<td>329.00</td>
</tr>
<tr>
<td>8.</td>
<td>Drawing up of all documents not specifically mentioned, including request for further particulars, schedule of documents, all affidavits, subpoenas, any notice not otherwise provided for and drawing up of statements by witnesses</td>
<td>329.00</td>
</tr>
<tr>
<td>9.</td>
<td>Production of documents for inspection or inspecting documents, per quarter of an hour of the time spent</td>
<td>140.00</td>
</tr>
<tr>
<td>10.</td>
<td>Each copy of service, per page</td>
<td>40.00</td>
</tr>
<tr>
<td>11.</td>
<td>The recording of statements by witnesses, per quarter of an hour or part thereof</td>
<td>1071.00</td>
</tr>
<tr>
<td>12.</td>
<td>Notice of trial or reinstatement</td>
<td>40.00</td>
</tr>
<tr>
<td>13.</td>
<td>Preparing for trial (if counsel not employed)</td>
<td>40.00</td>
</tr>
<tr>
<td>14.</td>
<td>Attendance at settlement negotiations for each quarter of an hour or part thereof actually spent in such negotiations</td>
<td>140.00</td>
</tr>
<tr>
<td>15.</td>
<td>Attending court during trial, or at an on-the-spot inspection, or at postponement or examination on commission for each quarter of an hour or part thereof spent in court while the case is actually being heard – (a) if counsel not employed (b) if counsel employed</td>
<td>140.00</td>
</tr>
<tr>
<td>16.</td>
<td>Attending pre-trial conference, for each quarter of an hour or part thereof actually spent in such conference</td>
<td>28.00</td>
</tr>
<tr>
<td>17.</td>
<td>Attending court to hear reserved judgment per quarter of an hour</td>
<td>23.00</td>
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<tr>
<td>18.</td>
<td>Correspondence – (a) for each necessary letter or telegram written, per folio (b) for each letter or telegram received, provided that a fee for perusal shall not be allowed in addition to the fee herein provided for</td>
<td>23.00</td>
</tr>
<tr>
<td>19.</td>
<td>Attendances: For each necessary attendance not otherwise provided for, per attendance</td>
<td>40.00</td>
</tr>
<tr>
<td>20.</td>
<td>Necessary formal telephone calls, per call</td>
<td>140.00</td>
</tr>
<tr>
<td>21.</td>
<td>Telephone consultations: For every 5 minutes or part thereof subject to a maximum of R94.00 per consultation</td>
<td>95.00</td>
</tr>
<tr>
<td>22.</td>
<td>Each necessary consultation per quarter of an hour</td>
<td>95.00</td>
</tr>
<tr>
<td>23.</td>
<td>The court may, on request made at the hearing, allow in addition to the fee prescribed in item 13 above, a refresher fee in postponement or partly heard trials</td>
<td>693.00</td>
</tr>
<tr>
<td>24.</td>
<td>Time spent waiting at court (owing to no court being available) per quarter of an hour</td>
<td>95.00</td>
</tr>
<tr>
<td>25.</td>
<td>Travelling time (subject to the provisions of Rule 33(9)) per quarter of an hour</td>
<td>95.00</td>
</tr>
<tr>
<td>26.</td>
<td>Subsistence and travelling expenses as laid down in rule 33(9)</td>
<td>95.00</td>
</tr>
</tbody>
</table>

### Notes:
- The actual and reasonable subsistence and travelling expenses as laid down in Rule 33(9) are provided for.
- The court may, on request made at the hearing, allow in addition to the fee prescribed in item 13 above, a refresher fee in postponement or partly heard trials.