

CLIENT PARTICULARS:

NAME AND SURNAME : _____

ID NUMBER : _____

PHYSICAL ADDRESS : _____

(address where I will accept service of all
or any documents for the purposes hereof
or otherwise) _____

EMPLOYER : _____

WORK ADDRESS : _____

CELLPHONE NUMBER : _____

TELEPHONE (H) : _____

TELEPHONE (W) : _____

E-MAIL ADDRESS : _____

FAMILY MEMBER OR FRIEND : _____

CELLPHONE NUMBER : _____

I hereby confirm that I have read the terms and conditions as well as the itemized fee structure attached and confirm that I accept the terms there. I am welcome to take an extra terms and conditions form for my own personal record.

CLIENT/
PERSON DULY AUTHORISED
TO SIGN ON CLIENT'S BEHALF

DATE: _____

200 Joubert Street, Rustenburg, 0299
P.O. Box 20517, Protea Park, Rustenburg, 0305

I hereby confirm that hereby nominate, constitute and appoint **W A WESSELS ATTORNEYS** with power of substitution to be my lawful attorney and agent in my name, place and stead to institute and/or defend legal action on my behalf.

I, as the undersigned, accept in my personal capacity and/or in my representative capacity of the legal entity and/or business (if applicable) responsibility for the payment of the legal fees of W A Wessels Attorneys on the scale as between attorney and own client in relation to any legal work performed on any of my files, currently or in the future. The relevant tariff shall be:

- 1.1 An hourly tariff of R1 300.00 per hour or R325.00 per 15 minutes or any part thereof in relation to Magistrates and High Court matters;
- 1.2 All first consultations shall be charged at R600.00 per instruction, which will only include the taking of 1 (ONE) instruction and opening of the file in respect of said instruction, if any;
- 1.3 Fees for letters, faxes, e-mails and other electronic correspondence (written and receive), perusal of documents, telephone calls made and received, telephone consultations (telephone calls longer than 10 minutes), consultations, preparations, perusal and drafting of documents, time spent travelling to and from Court as well as actual time spent in Court and other fees chargeable in execution of the instruction shall be charged on the higher scale as between attorney and own client and is calculated on the basis of time spent in relation to the specific item or action, calculated in accordance with the hourly tariff. I accept liability for any disbursements incurred or any fee charged in execution of my instruction, regardless of whether such fee is set out in the prescribed tariffs of the Magistrates Court of High Court. Travelling fees shall be R5.00 per kilometre and travelling time will be half of the hourly tariff. Fees and Disbursements for Telephone calls, SMS's, Whatsapp, Telegrams and Voice notes shall all be charged in accordance with the work performed, time spent and related hourly tariff. Sms and whatsapp messages to be charged on the same ratio.
- 1.4 I accept that statements or agreed fees shall be provided to me by means of correspondence and for that purpose confirms that my e-mail address (if available) may be used for this purpose, unless I specifically give instruction to receive it in another manner;
- 1.5 My attorney's fees or reservation fees will be as follows:
 - 1.5.1 R10 000.00 per day in relation to any hearing in the Magistrates Court, which shall include preparation and consultations with me and/or witness. Travelling time and other disbursements related to travelling to Courts outside of Rustenburg and/or Tlhabane is not included and shall be separately charged against my account;
 - 1.5.2 R12 000.00 per day in relation to any hearing in the High Court, which shall **NOT** include any fees in relation to preparation, consultation with me and/or witnesses or other fees relevant or incurred in relation to a hearing;
 - 1.5.5 My attorney shall charge, according to his sole discretion, the relevant reservation fee for trial in the event that a matter or case is withdrawn, settled or finalized on the date of the trial before noon (12h00)
- 1.6 Itemised billing is calculated in accordance with the work performed, time spent and related hourly tariff;
- 1.7 The aforementioned fees shall escalate by January of every year and I have been made aware that these fees excludes VAT;
2. I accept liability and responsibility for the payment of al expenses and disbursements which may include sheriff fees, tracer fees, experts, correspondents, stamps and advocates if applicable;
3. that WA Wessels Attorneys will be entitled to debit my account from time to time with running expenses and professional fees to get payment of same in the following:
 - 3.1 accounts to be paid within 30 days after date of account or immediately as indicated on account;
 - 3.2 to demand further payment of expected fees and expenses and to deduct all such debits from the deposit/s;
 - 3.3 will be entitled to apply set-off in the event of any monies being held on my behalf on Trust Account of the firm.
4. WA Wessels Attorneys will be entitled to collect any outstanding monies owed by me on an attorney and own client scale, as specified above, to proceed to issue an emolument attachment order against my salary and may appoint tracers in order to do a credit search. For this purpose I elect my physical address appearing on the front page as address for service of any document, notices or pleadings (*domicilium citandi et executandi*) and accept that other related correspondence may be sent by e-mail;
5. Should I be required to make payment of a deposit, I will effect payment of the deposit and accept that all legal services may be ceased until my deposit and/or account is settled and all prepaid fees and monies are received;
6. I understand that the *minimum* fees according to the Magistrates Court and High Court are set out in the party-and-party scales, but accept payment of the fees of my attorney on the higher scale of Attorney and own client.

W.A. Wessels LLB (UFS)

Assisted by:
(Attorney) Niki Jonker B.Proc (UNISA)