

### ***Fee agreement and mandate***

FULL NAME AND SURNAME: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ARE YOU THE OWNER OF THE PROPERTY?  
\_\_\_\_\_

IF YES, IN WHOSE NAME IS IT REGISTERED?  
\_\_\_\_\_

ARE YOU RENTING THE PROPERTY? \_\_\_\_\_

IF YES, HOW LONG? \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

TELEPHONE NUMBER (HOME): \_\_\_\_\_

TELEPHONE NUMBER (WORK): \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

YOUR EMPLOYER: \_\_\_\_\_

WORK ADDRESS: \_\_\_\_\_

NAME OF SPOUSE: \_\_\_\_\_

SPOUSE'S EMPLOYER: \_\_\_\_\_

SPOUSE'S TELEPHONE NUMBER: \_\_\_\_\_

BANKING DETAILS: NAME OF BANK: \_\_\_\_\_

BRANCH AND BRANCH NUMBER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

Herewith I, \_\_\_\_\_

1. I declare that the aforementioned information is correct and I accept liability for the payment of the fee agreed upon for professional services rendered by **I Nieuwoudt Attorneys**.
2. I am a client (or duly authorised representative of a client) of I NIEUWOUDT Attorneys acknowledges that I understand and accept the terms of payment to I NIEUWOUDT Attorneys for accepting my mandate and rendering their services in respect of completion of such mandate.
3. I also acknowledge that we have discussed the payment terms in detail and that I accept full liability in respect thereof.
4. I confirm that I recognize and understand the fee structure; I further confirm the difference between attorney & client costs and party & party costs has been explained to me in the mandate and fee agreement and I understand it.
5. I choose the above residential address as my Domicilium citandi et Executandi for the purpose of serving documents pertaining to this agreement.

The following are my instructions to I NIEUWOUDT ATTORNEYS

\_\_\_\_\_  
\_\_\_\_\_

The payment terms applicable to my mandate are:

- R100.00 for initial opening of my file;
- R 1 200.00 for the consideration of the documents provided and discussions;  
After that,
- R1 500.00 per hour for all time spent on correspondence, drafting of pleadings and relating documents and all consultations;
- R 950.00 for telephonic consultation and drafting of letter and emails;

6. I confirm that:-

- a) 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;
- b) the fees on an attorney and own client scale will be calculated on a time basis in terms of an agreed hourly tariff;
- c) the fees in respect of the time reasonably spent by the attorney will be calculated at a maximum hourly tariff which is at present R 1 500.00 per hour; unless specifically otherwise agreed.
- d) the hourly tariff set out above shall automatically escalate annually from signature hereof at a rate of 10% per annum unless specifically otherwise agreed.

If no other tariff is agreed upon, the Attorney is allowed to charge the following at her utmost discretion

MAGISTRATE'S COURT WORK:

**ILLSE NIEUWOUDT**

BCOM (Law) LLB (UP)

www.ina-law.co.za

Consultations R 1500.00 per hour  
Perusal of documents, letters or faxes R 30.00 per folio  
Letters and faxes written and sent R 75.00 per folio  
Formal Notices R 30.00 per folio  
Drafting of Pleadings, Wills etc. R 30.00 per folio  
Telephone calls made and received R 40.00 per call

HIGH COURT WORK:

Consultations R 1500.00 per hour  
Perusal of documents, letters or faxes R 30.00 per folio  
Letters and faxes written and sent R 75.00 per folio  
Formal Notices R 30.00 per folio  
Drafting of Pleadings, Wills etc. R 60.00 per folio  
Telephone calls made and received R 40.00 per call

7. I understand that: -

7.1 the attorney is entitled to render me interim accounts in respect of fees and disbursements and that at the conclusion of the matter he will render me a final account. I undertake to pay all disbursement immediately upon request from the Attorney.

7.2 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 in a short cryptic description of the work done by her together with the total of hours spent in the execution thereof.

7.3 I authorize the Attorney to pay the interim invoices presented to me from the deposit held in trust by the Attorney on my behalf within 7 days from presenting of invoice.

7.4 I hereby authorize the attorney to receive any monies which may be payable to me, and to recover their fees and disbursement owing by me, before any balance is paid out to me upon cancellation fo this mandate.

I further agree to pay an initial deposit amount of R 5 000.00 will be paid into the trust bank account of I NIEUWOUDT ATTORNEYS before/on \_\_\_\_\_ and that lack of payment of this deposit be sufficient reason for I NIEUWOUDT ATTORNEYS not to proceed with my mandate with immediate effect.

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**Illse Nieuwoudt**

**(\*\*\* The client has been furnished with a copy of this fee agreement).**

**For the personal records of the client**

**ILLSE NIEUWOUDT**

BCOM (Law) LLB (UP)

www.ina-law.co.za

Trust bank account details:

I NIEUWOUDT ATTORNEYS  
STANDARD BANK BRANCH 012645  
ACC: 241 354 196  
Client name and file number

**I NIEUWOUDT ATTORNEYS**

Illse Nieuwoudt

