



MANDATE AND CONTINGENCY FEE AGREEMENT
IN TERMS OF THE CONTINGENCY FEES ACT NO.66 OF 1997

I, the undersigned,

(Name of client)

(Identity Number / Registration Number)

1. do hereby nominate, constitute and appoint **DLBM INC.**, REGISTRATION NUMBER 99/14933/21, practising as attorneys, (hereinafter referred to as “my attorneys”) to be my attorneys and agents;

2. AND to attend on my behalf to my claim/s against _____

(hereinafter referred to as “the debtor”).

3. AND to claim and collect all fees or monies payable to me from the debtor or any related person/ entity.

4. AND to adjust, settle, compromise and submit to arbitration all accounts, debts, claims, demands, disputes and matters which may subsist or arise between me and the debtor or any person, persons, fund/s, company/ies, corporation/s or body/ies whatsoever and for the purpose of arbitration to make the necessary appointments and sign and execute the necessary acts and instruments in that behalf.

5. AND to commence, and prosecute and to defend, compromise and abandon all actions, suits, claims and demands and proceedings in regard to the above matters or in relation to my affairs in or before any Court or other body of person in the Republic of South Africa and in any territory or country anywhere in the world and specifically to apply for legal aid if required to execute this mandate.

6. AND to suffer judgment or decree to be given against me in any of such proceedings by default as my said Attorneys shall deem fit.

7. AND to attend all meetings of any person/s, company/ies, syndicate/s on my behalf.
8. AND to sign or execute any Deed, Application, Pleading, Notice, Document or Instrument in writing as effectually as I might or could do if personally present.
9. AND to appoint and negotiate, arrange and pay all fees including contingency or success fees of counsel, witnesses, presiding officers and to make all or any payments whatsoever which may be necessary and desirable in my attorneys' opinion for the proper conduct of the case.
10. AND to choose *domicilium citandi et executandi*.
11. AND GENERALLY to do, execute and suffer any such act, deed, matter or thing whatsoever, as the said attorneys may deem necessary or expedient in or about my concerns.
12. HEREBY GIVING AND GRANTING to my attorneys power to appoint a correspondent/subcontracting attorney from other firms, a substitute or substitutes, and the same at pleasure to displace or remove and appoint another or others, hereby ratifying and agreeing to ratify whatsoever shall be done or suffered by virtue of these presents. In event that my attorneys appoint correspondents or other attorneys as subcontractors or agents, I authorise my attorneys to also negotiate and pay such attorneys or agents' costs and to enter into fee agreements with them including contingency fee agreements. These costs and disbursements shall be deemed to be part of my attorneys' disbursements and shall be payable in addition to my attorneys costs as set out herein.
13. My/our attorneys will provide the above services on the basis that they will be entitled to either charge a percentage of the capital amount awarded to me as a success fee OR to charge a fee calculated on an "attorney and own client" basis against the tariffs as set out in **Annexure "A"** hereto plus 100%, whichever is the least. My attorney becomes entitled to a success fee in event of partial success in the matter described above or in the event of the premature termination of this agreement. I shall be deemed to be successful in the above matter after the assessment of the merits of this particular claim as set out before them give an indication that the debtor is 100% or partially liable for the damages suffered by me as proved or the amount claimed by me. I shall be deemed to be partially successful in the abovementioned matter if the debtor after the assessment of the merits give an indication that the debtor is prepared to pay a percentage of the damages suffered or amount claimed by me.
14. My attorney will be entitled to, apart from the fees referred to above, all monies for which expenditure has been incurred and/or indebted to on behalf of myself for example advocates' fees, expert witnesses, medical records, etc.
15. I have been advised that I have a period of 14 days calculated from the date of signing of this agreement during which I will have the right to withdraw from this agreement by giving notice in writing to my attorney.
16. I also confirm that I have been advised that, should I feel aggrieved by any provision of this agreement of any fees chargeable in terms of this agreement, the agreement fees may be referred for review to the Law Society of which my attorney is a member and if an advocate has been appointed also to the Bar Council in the area in which the advocate practices. The professional controlling body concerned may set aside any provision of this agreement or any fees claimable in terms of this agreement if, in its opinion, such provision of fees are unjust.

17. I confirm that we have agreed that if I am successful, partially successful or in the event of premature termination of this agreement for any reason, that an amount shall be payable to any advocate who has been appointed in this matter by my attorney on my behalf as per the advocate's invoice. By his/her signature hereto the advocate warrants that in his/her opinion there are reasonable prospects that I may be successful in the proceedings and that he/she accepts the brief on the understanding that he/she will be entitled to the payment of fees only if I am in successful in full or partially in the proceedings as agreed upon above or in the event of premature termination of this agreement for any reason.
18. I also confirm that I have been advised that my attorneys' tariffs have been calculated in relation to:
- 18.1 the cost structure of an attorneys office;
 - 18.2 the particular expertise in the particular field of law;
 - 18.3 investigations in regard to both the merits and quantum which includes research, perusal and review.
19. If my attorney elects to charge a percentage of a capital amount awarded and not a fee calculated on an attorney and client basis as set out above, my attorneys shall then be entitled to render an account for 25% of the capital amount awarded to me plus VAT and expenses/disbursements (such as counsel fees) as a success fee. The capital amount awarded will exclude any party and party cost contribution made to my attorney.
20. I confirm that the following have been explained to me in my language of preference and that I understand the contents hereof:
- 20.1 the difference between "party and party" costs and "attorney and own client" costs has been explained to me;
 - 20.2 that I am entitled to other ways of financing this matter, and the implications thereof, namely –
 - 20.2.1 to approach the Legal Aid Board in order to obtain legal aid, the implication and aforementioned shall be that I must comply with the means test and it is not to say that legal aid will be awarded to me ;
 - 20.2.2 an unknown legal practitioner might become designated to me, who might not be experienced in the same field of law as my attorney in this matter ;
 - 20.2.3 to pay my attorney on a scale as between attorney and client costs for the work done as well as the expenditure incurred against the tariffs set out in Annexure "A" hereto.
 - 20.3 that I can withdraw from this agreement within 14 days from date hereof, by giving written notice to my/our attorney.

21. My attorneys shall be entitled to any cost contribution made for expenses incurred on my behalf, in addition to the percentage or attorney and own client fee charge, which cost allocation my attorneys do not need to account to me. In the event of circumstances warranting an increase in hourly charge or tariffs this will be subject to my confirmation. In view of the fact that my attorneys will incur certain disbursements and fees on my behalf, I hereby irrevocably and *in rem suam* authorise them to recover and receive on my behalf the capital and party and party or other costs from any institution, person or company and to deduct fees and disbursements from the capital amount before payment of the balance of it to me. I confirm that a copy hereof was handed to me.

22. It shall not be necessary for my attorneys to present any of their bills of costs for taxation. Should this however be decided upon for whatever reason, I authorise my attorneys to appoint a cost consultant of their choice to draft such bills of cost and to attend to the taxation thereof and my attorneys shall be entitled to charge the fees of the cost consultant in addition to any other fees or expenses that might be payable by me to my attorney.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2013

AS WITNESSES:

1. _____

2. _____

CLIENT

ATTORNEYS

ADVOCATE

DATE : _____

ANNEXURE "A"

ATTORNEY AND CLIENT TARIFFS

1.	TAKING OF INSTRUCTIONS, OPENING OF FILE, ALLOCATING REFERENCE AND REGISTERING DATA FOR BOOKKEEPING PROGRAM	R 500.00
2.	CONSULTATIONS, COURT ATTENDANCES AND RELEVANT WORK	
	a. Consultations per hour	R 1 500.00
	b. Preparation per hour	R 1 500.00
	c. Court attendances and waiting per hour	R 1 500.00
	d. Travelling time per hour	R 750.00
	e. Telephone attendances made or receive : Minimum duration of a call = 3 minutes per the tariff per hour	R 1 500.00
	f. Day fee / Reservation fee	R15 000.00
3.	DRAFTING OF DOCUMENTS / NOTICES, etc	
	(A page refers to 250 words or portion thereof except where it is specified to be an A4 page)	
	a. Formal documents/notices A4 per page	R 300.00
	b. Pleadings per page	R 400.00
	c. Affidavits per page	R 400.00
	d. Letters per A4 page	R 100.00
	e. Instructions to advocate/expert per hour	R 1 500.00
4.	READING OF DOCUMENTS	
	a. Documentation per page	R 50.00
	b. Notices per page (or a. and b. above per hour)	R 50.00 R 1 500.00
	c. Research per hour	R 1 500.00
	d. Pleadings/affidavits/important documentation for the specific case per hour	R 1 500.00
	e. Pages/correspondence per A4 page or 200 words	R 50.00
5.	FORMAL AND/OR OTHER ATTENDANCES	
	a. Serving and filing of court documents per hour	R 750.00
	b. Delivering of documents to sheriff or collecting per hour	R 750.00
	c. Attendance at Post Office/couriers/docex per hour	R 750.00
	d. Attendance in making of copies / copies per hour	R 750.00
	e. Indexing and paginating per hour	R 1 500.00
	f. Arranging for payment of counsel/correspondence/direct expenses per payment	R 500.00
	g. Drawing of cheques	R 500.00
	h. Commissioning of documents per hour	R 1 500.00
	i. Attendance to send documents/letters by fax or e-mail	R 80.00
	j. Receipt of documents/notices/pleadings per document	R 80.00
	k. CIPC searches – per search	R 350.00

6. EXPENSES

a.	FAX TRANSMISSIONS:	
	(i) In Gauteng – per page	R 5.00
	(ii) Outside Gauteng – per page	R 10.00
	(iii) Outside South Africa – per page	R 15.00
b.	TELEPHONE CALLS PER MINUTE OR PORTION THEREOF:	
	(i) Local	R 1.50
	(ii) Gauteng	R 2.50
	(iii) Outside Gauteng	R 4.00
	(iv) Outside South Africa	R 25.00
c.	Travelling expenses per kilometer	R 6.00
d.	Docex per document	R 30.00
e.	Registered mail subject to Post Office tariff	R _____
f.	Copies per page	R 5.00
g.	Printing of e-mails or receipt of faxes per page	R 5.00

7. OTHER EXPENSES

a.	Ring binders per unit	R 50.00
b.	File covers per unit	R 20.00
c.	File dividers per page	R 10.00
d.	Envelopes (a) A4	R 7.50
	(b) A3	R 10.00
e.	Sub-files	R 15.00

8. POST AND PETTIES CHARGED THREE-MONTHLY R 500.00

9. TAXATION OF BILLS OF COSTS PER CLIENT'S REQUEST / PER COURT ORDER

- (i) DRAFTING FEE :
- 12,5% of total amount fees
4% of the total amount disbursements
- (ii) TAXATION FEE :
- 12% on the first R100 000.00
6% on the following R100 000.00
3% on the balance
