

ATTORNEY / CLIENT MANDATE AGREEMENT & POWER OF ATTORNEY

I the undersigned mandate and appoint Roland Darroll t/a Darrolls Attorneys ("Darrolls") and his nominees, to be my Attorney and Authorised Mandatory in my name, with regard to work done on my behalf including all things Darrolls consider reasonably necessary, as follows:

1. **Either party may terminate or suspend this agreement at any time** upon the non-revoking party's receipt of written notice to that effect. Any fee or disbursement for work already done, invoiced or otherwise, shall remain payable by me.
2. **Type of Work:** The type of work Darrolls may carry out on my behalf for which I shall pay the charges in clause 3, without excluding any other reasonably relevant attendance that Darrolls performs in its sole discretion, shall be work of any kind normally carried out by attorneys in South Africa, as further detailed in the accompanying written Cost Estimate Notice. I agree to the envisaged legal services by Darrolls and the incurring of the estimated costs as set out in such Notice that have been verbally explained to me in compliance with s 35(8) of the Legal Practice Act 28 of 2014.
3. **Charges:** except for conveyancing matters, where the Cape Law Society's recommended tariff applies, Darrolls charges -
 - 3.1 according to the Cape Law Society's non-litigious tariff which Darrolls Attorneys applies to both litigious and non-litigious matters, <http://capelawsoc.law.za/wp-content/uploads/2016/01/Non-Litigious-Guideline-as-amended-Jul-2012.pdf>, subject to 3.3;
 - 3.2 on a time basis for time spent on my/our behalf at the rate indicated on the face of the Client Take-On Sheet with respect to any work of whatsoever nature done on my/our behalf. We are not registered for VAT. Attendances such as formal e-mails, faxes and phone calls are charged at a minimum unit of 6 minutes each. Darrolls may reasonably vary such rate according to the complexity, importance and effect of the work done. Rates increase at the end of each calendar year by the average annual inflation of that year for metropolitan areas as given by Statistics South Africa on <http://www.statssa.gov.za/keyindicators/cpi.asp>. After hours attendances (outside 08h00 to 17h00) attract a 50% surcharge. If, in Darroll's reasonable opinion, the time spent on a matter results in an unrealistically high fee, a reasonable flat fee will be charged instead;
 - 3.3 double the applicable tariff where the bill is taxed by a Court Clerk or Registrar. Where the tariff is silent on an item, the Cape Law Society's attorney and client tariff for non-litigious items shall apply, despite the context being litigious;
 - 3.4 for non-professional services performed by administration staff, R 200.00 per ¼ hour or part thereof;
 - 3.5 for disbursements: according to the actual cost thereof, or the Cape Law Society non-litigious rate, whichever is applicable;
 - 3.6 2.0% per statement, compounded in arrears from date of statement, as a statement fee to cover the cost of each statement issued.
4. **Invoicing:** Amounts invoiced for work done are due and payable whether or not the overall mandate has been completed. Should I/we fail to object in writing within 10 (TEN) days of receiving any invoice or statement, any right to request a detailed account shall lapse and I shall be deemed to have accepted Darrolls' invoice as fair and reasonable. Should I require a more detailed account, I/we shall be liable for any cost consultant's fees (±15% of the bill amount) for preparing such account. I shall deposit in Darrolls' trust account the cost consultant's estimated charge, prior to Darrolls being obliged to furnish such account. Should the cost consultant's more detailed account be higher than the original invoice, I agree to pay this higher amount
5. **Prescription:** I waive any defence of prescription to any claim by Darrolls against me or my successors or estate.
6. **Cessation of Services:** Should I • not settle my account despite reasonable demand, • not fulfil my obligations, or • abuse the attorney-client relationship, Darrolls may cease all further services. Darrolls shall not be liable for any prejudice or damages caused and may retain all documentation it possesses, whether prepared by him or not, until the amount due plus any 2.0% statement fee is paid. Subject to any exclusion of liability herein, Darrolls' maximum liability for all contractual, delictual or other claims arising shall be limited to its fees (excluding disbursements) that I have paid for. Court or other dispute resolution proceedings must be served on Darrolls within 6 months of my becoming aware, or reasonably to have become aware, of grounds or potential grounds for a claim, failing which the claim shall be deemed to have prescribed and I shall be deemed to have waived any right in this regard.
7. **Receipt of Moneys:** I/we irrevocably authorise Darrolls to receive in my name all moneys from whatever source and for whatever reason and to pay any disbursements to any other person. I shall pay in advance into Darrolls' trust account such deposit on fees or for such other requirement (eg a security bond) as agreed between Darrolls and me. Darrolls may apply any such deposit and any amount paid in by any third party, to payment of any fee or disbursement invoiced by Darrolls.
8. **Security:** As security for payment of fees and disbursements arising out of Darrolls' services to me, I:
 - agree to provide Darrolls with the deposit as agreed on the Client Take-on Sheet and any subsequent deposits requested;
 - irrevocably cede to Darrolls any claim (including costs, interest & disbursements) as well as any relevant amount that may be paid into Darrolls' trust account for any reason either by me or a third-party, but only to the extent of Darrolls' invoiced fees;
 - shall be directly and personally liable as principal to any person rendering any service to me for the full amount charged, including interest and other charges. They shall be payable by me directly to such person, except for counsel's fees;
9. **Authority To Assess Fees:** I hereby agree that, in the event of any fee dispute, Darrolls' bill of costs may be taxed (ie assessed) by the Cape Law Society in terms of Rule 17. I shall make immediate payment upon taxation and undertake not to request any further taxation or review thereof by way of a dilatory plea or otherwise.
10. **Prima facie Proof:** A certificate signed by Darrolls shall be *prima facie* proof of any amount owed by me to it.
11. **Address for Service:** I accept the address entered on my client take-on sheet as my *domicilium citandi et executandi*.
12. **Joint and Several Liability:** if I signed this agreement on behalf of or in connection with any legal entity (eg company, trust, etc) I warrant that I did so with the authority of such entity. Should such entity not fully settle its indebtedness to Darrolls, I shall be fully liable jointly and severally with such entity for the amount owing. Conversely, the aforesaid entity shall be responsible for my personal account in its own capacity, should I fail to effect prompt payment of my personal account. "I" "me" "my" etc includes the plural wherever relevant.
13. **Legal Costs for Recovering Fees & Disbursements:** Should Darrolls need to take legal steps against me –
 - 13.1 I shall be liable for the attorney/own client costs of any collection procedures, including collection commission and taxation costs;
 - 13.2 I hereby agree to judgement by consent for the capital amount due, accrued interest, future interest until payment, both at the maximum legal interest rate, and attorney/own client costs as described in 13.1 being entered against me/us in Darrolls' favour.
14. **Further Authority:** To the extent that Darrolls reasonably require any further authority not specified herein I hereby ratify, allow and confirm all actions which Darrolls or its nominees shall lawfully do or cause to be done, by virtue of its representing me.
15. **Full Disclosure:** I shall fully disclose all matters to be dealt with by Darrolls, including changes in my take-on details.
16. **Requests as to Progress:** While Darrolls seeks to keep us fully up to date, it is my responsibility to request progress reports.
17. **Correspondence:** Darrolls will do everything possible to ensure electronic communications confidentiality, virus-freedom etc but cannot guarantee this. Such communication is therefore at my exclusive risk.
18. **Promotional materials:** I consent to Darrolls' stating in its promotional material that it has rendered certain services to me.
19. **Indemnity:** Should any third party claim against Darrolls for any losses arising from any cause arising from services to me, whether from contract, delict, negligence or any other cause, and whether Darrolls' services are terminated or not, I indemnify Darrolls against any such claim, unless it is finally determined that the loss or damage was caused by Darroll's fraud or intentional misconduct.
20. **Dispute resolution:** any dispute regarding Darrolls' services to me shall be resolved firstly by negotiation, if that fails mediation and if that fails by an appropriate South African court.
21. **Other Agreement:** This agreement applies to all work Darrolls does for me, irrespective of any other agreement between us.

Signature : Date: