



First Floor, 4 Treaty Road
Woodstock
WWW.LIDDLES.CO.ZA
Office: 021 204 4711
Fax: 086 607 0940
Email: robyn@liddles.co.za

Dear Sir/Madam

We thank you for your instructions and advise that we are prepared to act for you on the terms and conditions set out in the memorandum attached hereto.

Having regard to our attorneys level of experience and seniority, our charge out rate is currently R2000,00 per hour (excluding VAT), which amount is subjected to variation from time to time. Please note that these rates apply for the next 12 months. Should your instructions not have been completed prior to this date, we shall advise you of the adjusted rates. We also acknowledge that this is subject to our clients affordability, which assessment is completed upon consultation, so that we may ensure your accessibility to your legal rights and remedies as enshrined in our constitution.

To the extent that any aspect of your matter may be dealt with by another attorney or a candidate attorney, the rate applicable at such time to such other attorney or candidate attorney will apply. Please read the attached terms and engagement carefully and arise any queries which you may have with me as soon as possible.

After our acceptance of your mandate the terms and conditions set out in the attached memorandum are herewith confirmed as applicable to you. We look forward to working with you on this matter and build a long lasting valued relationship.

Yours in Justice delivered

LIDDLE & Associates inc.....

DIRECTORS: Q. Zimmermann (BA LLB) Estate Expert & R. Liddle-Zimmermann (BA LLB)
Litigators, Mediators, Liquidators, Conveyancers

Notarial Consultant: A.Trentini (BA LLB); Consumer Credit Specialist: Adv C. Rudimuldu. (LLB)

Liddle & Associates Inc. Registration no: 2009/017131/21

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Terms and engagement

Date: 2019

This document sets out the terms and conditions upon which Liddle & Associates Inc agrees to act on your behalf. These terms may be varied or added to by mutual agreement in writing when your instructions are accepted by us or at any time thereafter. If you do not accept or understand these terms for any reason you should notify the attorney or tax professional dealing with your matter immediately in writing. In the absence of any such notice, you will be deemed to have agreed to these terms.

1. AUTHORITY

Liddle & Associates Inc is given the usual authority of attorneys or tax or other professionals to act on your behalf in relation to all matters necessary or incidental to its engagement. Without limiting the generality of the foregoing, this includes authority to incur all expenses which it considers necessary or desirable for the proper conducts of the matter.

2. PROFESSIONAL DUTIES

- 2.1** In order to discharge its professional duty Liddle & Associates Inc will throughout the handling of you matter rely on you to supply all necessary instructions promptly and immediately advise it of any relevant change in circumstances.
- 2.2** Liddle & Associates Inc is free to act for any other client as its ethical obligation allow. Liddle & Associates Inc will consult you if it becomes aware of any new instructions which it receives and which may conflict with your current instructions. If a conflict of interest is discovered which prevents it from continuing to act for you, Liddle & Associates Inc will assist you to find alternative legal or tax representation if required.
- 2.3** Liddles & Associates Inc will not disclose to any other clients any confidential information or knowledge which it obtains as a result of acting for you. Similarly, it will not disclose to you any confidential information or knowledge which it has obtained as a result of acting for any other client.
- 2.4** In order for us to properly fulfil our mandate and attend to your legal and financial interests you herewith irrevocably appoint us as the transferring attorneys on matters pertaining to the sale of your immoveable properties. This agreement circumvents any previous agreements and cannot in future be amended or cancelled unless reduced to writing and signature of both parties.

3. FEES AND DISBURSEMENTS

- 3.1** Liddle & Associates Inc charge a fee with careful regard, in each instance, to the urgency and importance of the work done, the complexity, difficulty or novelty of the matter, the skill, labour, expertise, special knowledge and responsibilities involved on the part of the practitioner, the time expended, the importance of the matter to the client, the quality of the work done, the experience



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and seniority of the practitioner and the value added to the client. In certain instances the fee will be determined with reference to the time expended and the charge-out rate of the attorney or tax or other professional concerned. Should you require greater clarity in this regard, please discuss your concerns with such practitioner at the outset.

- 3.2** Disbursement incurred by Liddle & Associates Inc on your behalf (e.g. counsel's fees, sheriff's fees, courier charges, revenue stamps ect) will be charged in addition to its fees at cost.
- 3.3** Certain charges such as photocopies, faxes, electronic mails and printing ect (soft costs) will be charged to you and recovered from you on an ongoing basis just as we do with disbursements. The rates charged for these costs are based on the recommended rates as determined by the law society from time to time. The current rates (excluding VAT) appear on the annexure marked "Soft Costs" hereto.
- 3.4** Estimates of fees and expenses are given for guidance only on the basis of information then known to us and should not be regarded as quotations.
- 3.5** Invoices will reflect fees, disbursements and soft costs, exclusive of VAT. VAT will be charged at the rate applicable from time to time, unless our invoice specifically states the contrary.
- 3.6** Interim accounts (in respect of fees, disbursements and/or soft costs) will be submitted at monthly intervals during the course of a matter although we may decide to bill at longer intervals at our discretion. See paragraph 5 below.
- 3.7** You have the right to give Liddle & Associates Inc written notice to set a limit on the fees which you may wish to incur to Liddle & Associates Inc. If that limit is reached, we will then notify you thereof and await your further instructions as to whether or not you wish to proceed. You should understand that, particularly in relation to litigation matters, it is not possible to limit your ability in relation to the other party's/lies' costs.
- 3.8** Should you require having our charges taxed by any competent taxing authority, we shall do so with all reasonable despatch and you will be furnished with reasonable notice of the date of taxation. Such taxations shall proceed on the basis of our internal tariff referred to above. We reserve the right to claim-
- 3.8.1** Payments of the charges as determined on taxation if the amount so determined exceeds the amount of our original invoice; and

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3.8.2 The cost of preparing for and attending the taxation or briefing a costs consultant to do so on our behalf.

4 CONTRIBUTIONS TOWARDS YOUR COSTS

If you have arranged for a third party to be liable for or to contribute towards your legal costs, we shall, where reasonable possible, accommodate you by billing the third party concerned. Notwithstanding any such arrangement, you shall remain liable for our costs as our client and we shall look to you for payment in the event of default by the third party. Please note that in agreements where provision is made for any part of our costs to be borne by any party to that agreement, we will insert a *stipulation alteri* in our favour which will entitle but not oblige us to have recourse against the party concerned. That will not in any way relieve you from your liability to pay our costs in full.

5 PAYMENT

5.1 Liddle & Associates Inc invoices are due and payable against presentation. Liddle & Associates Inc reserves the right to charge interest on any outstanding amounts at a rate equal to the publish prime overdraft rate of First National Bank Limited from time to time calculated on a 365 (three hundred and sixty five) day year, determined on the first day of each month and debited monthly in arrears. In the event of a dispute as to such rate, a certificate by any branch manager of the said bank (whose appointment need not be proved) shall be final and binding.

5.2 In the absence of specific written instructions to the contrary, Liddle & Associates Inc shall have the right to appropriate from any amounts held by it in trust from time to time, such amounts as may be necessary to defray disbursements incurred on your behalf or to pay interim fee and soft costs accounts. Liddle & Associates Inc may from time to time require you to pay reasonable amounts on account of anticipated fees, soft costs and third party disbursements. However, such amounts are, in the normal course, intended to be held against payment of the final account to be rendered to you are expected to settle interim accounts without recourse to such amounts. Any amounts held by Liddle & Associates Inc on account of anticipated fees and disbursements may, in the absence of an express written instruction by you to the contrary, be invested by Liddle & Associates Inc with a registered bank or financial institution and the interest which may accrue in respect thereof will similarly be applied on account of fees and disbursements.

6 LITIGATION (IF APPLICABLE)

6.1 The basis of Liddle & Associates Inc charges in relation to litigation matters, as between Liddle & Associates Inc and yourself, is the same as that set out in paragraph 3.1 above and is not related to any tariff of fees laid down by any competent body in relation to litigation in any court or tribunal.



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- 6.2** If you are successful, you may be entitled to an order for the payment of your costs by another part. It should be noted in relation to any such order that:
- 6.2.1** Such an award is at the discretion of the court;
 - 6.2.2** Quasi judicial bodies and other tribunals do usually not make cost orders;
 - 6.2.3** You will be personally liable to us for the costs and charges due by you in terms of paragraph 3 above, regardless of any order made against your opponent;
 - 6.2.4** It is probably that your opponent will not be ordered to pay the full amount you have to pay us. This means that even if you are successful in your litigation you will be liable to pay all of our fees, disbursements and soft costs without being able to recover the full amount from your opponent. Also, our account will be payable upon presentation whereas the amount that you are able to recover from your opponent, will in all likelihood, take some time to be finalized and collected;
 - 6.2.5** If your opponent is funded by legal aid, you are unlikely to recover any costs even if you are successful; and
 - 6.2.6** Your opponent may be unwilling or unable to pay either the sum for which you have been given judgement or the costs he has been ordered to pay. In that event you will still be obliged to pay all our fees, disbursement and other costs.
- 6.3** If you are unsuccessful, you may be ordered to pay your opponent's costs as well as the costs and charges due by you to us in terms of paragraph 3 above.

7. INVESTMENTS

- 7.1** If you instruct Liddle & Associates Inc to invest funds on your behalf from time to time, it will be entitled to charge a fee (which will be a percentage of the interest earned in respect of such investment and deducted from such interest) in order to defray administrative expenses incurred in supervising such investment and in comply with the requirement of the Law Society.
- 7.2** Any advice which you may seek from us in relation to investments matters may be given. However, if we do give such advice we do not accept any responsibility for any investment advice which may be given to you.

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8. FILE STORAGE & FICA

Upon inception of contact, we are obliged and you are responsible to ensure that all stipulations regarding FICA are met- i.e.; we have a certified copy of your identity Document and proof of Address. Should you fail to provide us with the aforementioned you indemnify us from any liability arising there from and undertake to provide FICA upon our or any authorities request related thereto. At the end of the matter, the file will be stored for a maximum period of 5 years or such shorter period as the law requires, after which period Liddle & Associates Inc has the right to destroy the file. The file will only be stored for a longer period if you make such a special arrangement with the firm and it agrees on a suitable financial arrangement for the additional storage time. A charge will be made for retrieving the file from storage at your request and for supplying copies of any documents contained therein.

9. TERMINATION OF MANDATE

Without prejudice to its other rights and remedies, Liddle & Associates Inc will have the right to cease work and/or terminate any mandate by giving you written notice at your last known address, inter alia, in the event that:

- 9.1** You fail promptly to supply any information or instruction needed by Liddle & Associates Inc to act on your behalf or to advise Liddle & Associates Inc immediately of any relevant change in circumstances;
- 9.2** Any account remains unpaid for more than 30 days after presentation;
- 9.3** Liddle & Associates Inc determines, in its sole discretion that there exists a conflict of interest between Liddle & Associates Inc and a client or between any two or more of its clients; and
- 9.4** Liddle & Associates Inc determines, in its sole discretion that it is not in a position properly to perform the mandate given by you to it.

10. CLIENT CARE

At Liddle & Associates Inc we commit to offering our clients the highest standards in client care. Our concept of Client Care is directed toward adding value to the development of a positive and productive relationship.

It is the policy of Liddle & Associates Inc to investigate complaints and expressions of dissatisfaction fully and promptly. If you have a complain relating to the work being carried out for you, you should raise this in the first instance with the attorney/professional dealing with the matter. If you are still dissatisfied, you should lodge a formal complaint (preferable in writing) to our chief executive (CE) giving full details of your complaint. The CE or another executive nominated by him will investigate the matter and will respond to you.



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11. LIMITATION OF LIABILITY AND WAIVER AND INDEMNITY

- 11.1** You waive any claim of whatsoever nature (including damages, loss, interest, costs, expenses or otherwise (not limited ejusdem generis), howsoever arising whether in contract or in direct or otherwise (not limited ejusdem generis) which you may have against Liddle & Associates Inc (and its successors in practise) beyond the amount actually recovered by it under its professional indemnity insurance policy in respect of claim. Whilst Liddle & Associates Inc will make every effort to ensure that professional indemnity your insurance is in place, it gives no undertaking that there will be professional indemnity insurance in place, to cover such claim or that if there is such professional indemnity insurance in place that it will be sufficient to cover your claim/s.
- 11.2** You waive any claim of whatsoever nature (including but not limited to damages, loss, interest, cost, expenses or otherwise (not limited ejusdem generis), howsoever arising whether in contract or in delict or under section 53(b) of the Companies Act, 1973 (as amended or substituted) or otherwise, which you may have against any of the directors, past directors or employees of Liddle & Associates Inc (and its successors in practice) (in whose favour, this constitute a *stipulatio alteri* capable of acceptance at any time) by reason of any negligent (including grossly negligent) act or omission of the part of such director, past director or employee.
- 11.3** You indemnify Liddle & Associates Inc (and its successors in practice), its directors, past directors and employees (in whose favour, where applicable, this constitutes a *stipulatio alteri* capable of acceptance at any time) against any claim of whatsoever nature (including but not limited to damage, loss, interest, costs, expenses or otherwise (not limited ejusdem generis), howsoever arising whether in contractor in delict or under section 53(b) of the Companies Act, 1973 (as amended or substituted) or otherwise, that may be made against it/them by any third party as result of any work done, or omitted to be done, whether negligently (including gross negligence) or in breach of obligation to you or otherwise, by Liddle & Associates Inc (or its successors in practice), any director, past director or employee for you or on your behalf.
- 11.4** You shall not be entitled for any reason whatever to withhold payment of any fees, disbursements or soft costs incurred by or owing to Liddle & Associates Inc whether it incurred any such disbursements or soft costs in your name or in the name of Liddle & Associates Inc.

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ANNEXURE OF COSTS WE INCUR AGREED AS FOLLOWS:

Schedule of soft costs as at March 2018: (These disbursement and charges are exclusive of our inclusive Fees agreed and are merely to recoup the costs we incur and/or disburse on your matter):

Type	Cost
Electronic transmission charges	R5.00 per printed page
Fax transmission charges	R8.00 per page sent or received
Printing charges	R3.00 per page printed
Telephone call charges	Telkom rate for outgoing/incoming call
Cell phone call charges	Vodacom business call rates
Fica Costs & file storage	R250.00 per person
Postage & Petties (incl Bank charges)	R360.00
Investment Charges	R500.00 per transaction on Trust
Travelling Costs (Petrol)	AA Rates
All other costs disbursed	Upon invoice provided
In-house photocopying charges	R4.00 per page copied