



MANDATE FORM

DATE _____/20____

TYPE OF CLIENT:

PRIVATE PERSON

(PTY) LTD

CC

TRUST

OTHER:

PERSONAL DETAILS

Full Names and Surname

ID Number

Name of Business

Reg Number

Representative: Full Names & Surname

ID Number

Capacity

Residential Address

Postal Address

Email Address

SARS Tax Number

Name of Employer

Address of Employer

Contact Details:

(W)

(H)

(Mobile)

PARTNER

DIRECTOR

MEMBER

TRUSTEE

SPOUSE

Initial

Full Name & Surname:			
ID Number:			
Residential Address:			
Postal Address:			
Email Address:			
Name of Employer:			
Address of Employer:			
Telephone numbers:	(W)		
	(H)		
	(Mobile)		
	(F)		
INSTRUCTION / MANDATE (Give a brief description of legal advice or services required)			
FEES: (VAT EXCLUDED)			
I. ADMINISTRATION FEE*		R1500.00	<i>per matter / file</i>
for Opening and administration of file, filing and store of file and documents for 5 years, etc			
II. LITIGATION			
1. Professional Hourly Rate	<i>Directors</i>	R375.00	<i>Per 15 minutes or part thereof</i>
	<i>Prof. Assistant</i>	R350.00	<i>Per 30 minutes or part thereof</i>
	<i>Articled Clerk</i>	R250.00	<i>Per 30 minutes or part thereof</i>
2. Letters via e-mail/fax	R120.00 each	<i>Or per hourly tariff</i>	+ Disbursements
3. Telephone Calls	R140.00 each	<i>Or per hourly tariff</i>	+ Disbursements
4. Copies	R4.50 per copy		
5. Travelling Costs	R5.75/km		
6. Drafting of Formal Pleadings	R250.00 per page		
7. Drafting of Notices	R200.00 per page		
8. Docex	R20.00 each		

9. Deeds Office Search	R300.00 each
10. Company- / ITC search	R350.00 / R250.00 each
11. Issuing/Service/Filing	R50.00 each
12. Attendance at Clerk/Registrar	R100.00 each
13. Brief to Counsel	R150.00
14. Collection Commission	10% per payment (maks R1000.00)

III. NON-LITIGATION

As above or, only if specifically agreed, as per guidelines laid down by the Legal Practice Council

IV. COLLECTIONS

As above or, only if specifically agreed, as per guidelines laid down by the Legal Practice Council

1. Instruction Fee	<i>R50.00 / claims up to R1500 R100.00 / claims from R1500 – R5000 R200.00 / claims from R5000 – R10000 R300.00 claims above R10000</i>		
2. Letters via email/ fax	R30.00 each		+Disbursements
3. Each necessary attendance	R30.00 each		
4. Consultation with Debtor	R50.00	Per 15 minutes or part thereof	+Disbursements
5. Telephone Calls	R50.00	Per 10 minutes or part thereof	+Disbursements
6. Collection Commission	10% per payment (max R1000.00)		

PLEASE NOTE:

Expenses (e.g.postage, sheriffs, lawyers, correspondents, telephone charges and other essential items) is additional and not part of above fees. You will be liable for expenses incurred on your behalf.

DEPOSIT PAYABLE: (minimum R5 000.00)

BANKING DETAILS

NAME :	DE JAGER ATTORNEYS TRUST
BANK :	NEDBANK
ACC NO :	1204185778
BRANCH :	HERMANUS
BRANCH CODE:	134512
REFERENCE NUMBER :	Name & Surname /Company

For Office use only:

MATTER / CASE

PLAINTIFF
DEFENDANT
MATTER

GENERAL TERMS AND CONDITIONS

1. *Unless specifically agreed otherwise, all Accounts are payable immediately upon delivery.*
2. *Interest at 1.75% per month is payable on all amounts due in terms of this agreement, calculated from the date the amount is due until the date of payment.*
3. *If the FIRM is expected to proceed with taxation of our account by the Law Society or a court, we reserve the right to claim any higher amount taxed.*
4. *The FIRM reserves the right to unilaterally any credit facility to revise or cancel at any time without prior notice to the CLIENT. If the FIRM cancel the credit facility, all amounts due to the FIRM immediately become due and payable.*
5. *A certificate issued and signed by a duly authorized person of the FIRM, whose capacity does not have to be proven, which amount is owed by the CLIENT and / or the rate of finance charged applicable in respect of this agreement state, will serve as prima facie evidence of the facts stated therein, and can be used for an application for default judgment or summary judgment to support.*
6. *The CLIENT confirms that if one of the following occurs:-*
 - a. *The CLIENT be in breach of any of the terms and/or conditions under this agreement; or*
 - b. *The CLIENT fail to pay any amount payable to the FIRM promptly, or*
 - c. *A civil judgment be granted against the CLIENT; or*
 - d. *A notice of abandonment of the CLIENT's estate to be published in terms of Act 24 of 1936, as amended; or*
 - e. *estate under any order placed under provisional or final sequestration, provisional or final liquidation or provisional judicial management, as the case may be;*

the FIRM shall, with the happening of any of these events and without prejudice to any other rights to the FIRM'S disposal, be entitled to terminate the agreement for the delivery of services to the CLIENT, without notice to the CLIENT summarily terminated, and to rely on the provisions of paragraph 1, and specific performance of the CLIENT's liability claim herein, in each case without prejudice to the CLIENT's right to claim damages.
7. *The CLIENT indemnifies the FIRM against any damages whatsoever CLIENT may suffer because of breach of contract by the FIRM or from any other cause.*
8. *If legal action be brought against the CLIENT for any cause arising out of this Agreement, the CLIENT will be responsible for all legal fees on the scale as between attorney and own client, including collection and tracing costs.*
9. *The CLIENT agree, in terms of Section 45 of the Magistrates' Courts Act 32 of 1944 (as amended) to the jurisdiction of the Magistrate's Court in any legal action caused to this agreement may be established to adjudicate.*
10. *The CLIENT elects as domicilium citandi et executandi for the service of all notices and process the address at the beginning of this Agreement. Notice of any change of address of the CLIENT shall forthwith in writing by registered mail, given to the FIRM. The address of which such notice is given will then serve as the domicilium citandi et executandi.*
11. *A relaxation or indulgence by the FIRM, including the acceptance of late payments shall not be deemed to be a waiver by the FIRM of its right to strict compliance by the CLIENT to enforce any of its obligations hereunder and such relaxation or indulgence is not a novation of any of the terms and conditions of this Agreement.*
12. *With exclusion of previous documents, this agreement constitutes the entire agreement between the parties recorded. No variation, alteration or addition to agreement shall have any force or effect unless the FIRM gives written consent.*

The undersigned CLIENT or person duly authorized to sign this document:

1. *Hereby warrant that he/she is duly authorized to act on behalf of the CLIENT.*
2. *Agrees and consents, on behalf of the CLIENT, to accept the terms and conditions of this application, which he/she have reviewed and understands the terms and conditions.*
3. *Acknowledges that this application will be subject to the signing of the surety mentioned below.*
4. *Hereby gives consent to the firm to in any way peruse/obtain the credit worthiness of the client and/or any related person (partner, member, director, etc).*

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

on behalf of CLIENT