



## **POWER OF ATTORNEY**

### **Incorporating a mandate and fee agreement between the Client and Jarvis Jacobs Raubenheimer Inc. practising as JJR Inc.**

I, the undersigned, hereby nominate and appoint

#### **JARVIS JACOBS RAUBENHEIMER INC.**

(hereinafter referred to as "JJR Inc." or "the Attorney")

with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to act on my behalf in all legal matters in which I have instructed them to act, and generally to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could do it personally present and acting herein, hereby ratifying, allowing or confirming and promising, and agreeing to ratify, allow and confirm, all and whatsoever my said attorney and agent shall lawfully do, cause to be done, by virtue of his presence.

**("the Mandate")**.

For purposes of this document any reference to me shall include the Client and *vice versa*.

I further confirm and acknowledge that:

1. All fees payable to the Attorney shall be calculated:
  - 1.1. On an hourly basis save for those fees as indicated in Annexure "A" hereto;
  - 1.2. Calculated on an attorney and own client scale;
  - 1.3. Calculated at the following hourly rates:
2. The difference between the "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion, subject to the provision in paragraph 1.1 above, charge me the following fees in respect of all work which is done on an hourly basis, including consultations, correspondence, time spent on research, preparation, perusal and review of literature and all documentation which could be relevant to the matter and on telephone calls and travelling:

2.1. First year Candidate Attorney	R 900.00	per hour;
2.2. Second year Candidate Attorney	R1 100.00	per hour;
2.3. Admitted attorney with 1-2 years experience	R1 300.00	per hour;
2.4. Admitted attorney with 2-5 years experience	R1 500.00	per hour;
2.5. Admitted attorney with 5-10 years experience	R1 800.00	per hour;
2.6. Senior Associate	R2 000.00	per hour;
2.7. Partner with less than 10 years experience	R2 000.00	per hour;
2.8. Partner with more than 10 years experience	R2 400.00	per hour.
3. It is hereby agreed that the hourly tariffs reflected in 2 above will escalate annually by 10% as from the first day of January of each consecutive year. In the event of circumstances warranting a further

intermittent increase in the hourly charge, this will be subject to the written confirmation of the duly authorised representative of the client.

4. I have been advised that the aforesaid hourly charge has been calculated in relation to:
  - 4.1. The cost structure of an Attorney's office;
  - 4.2. The attorney's particular expertise in the field;
  - 4.3. Investigations with regard to both the merits and quantum which include medical research, perusal and review.
5. If the attorney deems that the complexity and/or substantial nature of my case warrants it, I acknowledge that it may be necessary for more than one attorney to be involved in handling my case at any one time, to which I agree.
6. I agree to pay the required deposit, as advised by the attorney upon signing hereof in order to proceed with the Mandate which is to be paid directly into the following bank account: **Jarvis Jacobs Raubenheimer Inc., Standard Bank Ltd, Account number: 013 253 190, Branch code: 011 545, Hatfield branch.**
7. I may also make use of our credit card facilities by completing the attached **Authorisation for use of credit card.**
8. Time spent travelling by the attorney for my behalf will be charged at the standard hourly rate quoted above, save for exceptional circumstances as otherwise agreed upon in writing.
9. All disbursements (such as, but not limited to national and international telephone calls, telefax charges, copying and print charges, stamp duty, counsel's fees, correspondent's fees and out of pocket costs) incurred in the performance of the Mandate, are charged separately and is payable upon request.
10. As the Mandate will be executed and all work performed in the RSA, the attorney shall charge VAT at the standard rate (presently 14%) on all invoices. The rates stipulated in paragraph 2 and Annexure "A" exclude VAT.
11. By signature hereof I confirm acceptance of all invoices in electronic format.
12. All invoices are payable on presentation. The attorney will be entitled, but not obliged, to charge interest at the prime rate plus 2%, as quoted by the Standard Bank of Southern Africa Limited on all invoices not paid within 30 days from date of the invoice. The Attorney reserves the right to charge *mora* interest from date of demand to date of final payment of unpaid fees and expenses.
13. I consent to the jurisdiction of the High Court, should action be instituted against me for non-payment of any invoice or account.
14. In the event of legal action being instituted, I shall be liable for all legal costs on an attorney and own client scale.
15. The Attorney reserves the right to list me as a default payer at any credit bureaux, should my account be in arrears for 60 days or longer.

16. I choose the addresses in the "Client Details" form below as my chosen *domicilium citandi et executandi*.
17. In view of the fact that you will incur disbursements and fees on my behalf, I hereby irrevocably and *in rem suam* authorise you to recover and receive on my behalf any capital or party and party costs pursuant to the execution of the Mandate and to deduct any outstanding invoice, unpaid disbursements and interest from the capital amount before payment of the balance of made to me.
18. If I insist on enforcing my right to ask for the drawing and taxation of an Attorney and Own Client bill of costs, then my attorney will be entitled to whatever amount is allowed on taxation whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorney will be entitled to recover fees and disbursements in respect of the drafting and taxation of such bill of costs as provided for herein.
19. I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between ourselves and JJR Inc., shall be effective from the inception of my instruction to JJR Inc. irrespective of the date on which it is signed.
20. No variation on any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed.
21. The Attorney retains copyright of all documents produced by it in performing the Mandate.
22. Written correspondence and draft documents will be transmitted to me by telefax or by electronic mail (e-mail), unless otherwise requested. As all forms of media are open to abuse by third parties and the Attorney does not accept responsibility for a breach of confidentiality arising from its use.
23. Our contractual relationship will be governed by the laws of the Republic of South Africa.
24. I shall be entitled to terminate the Mandate at any time by notice in writing to the Attorney.
25. The Attorney reserves the right to terminate the Mandate should a conflict of interest arise, should payment which is due not be made, or should the Attorney be unable to obtain full and proper instructions.
26. Upon termination of the Mandate, the Attorney shall submit a final invoice before releasing any document, file and/or file contents of the Client.
27. Any liability which we may incur in respect of any claim or claims arising from any work performed or opinions expressed in pursuance of or in connection with our mandate herein set out, shall be limited in aggregate to an amount R10 000 000.00.
28. I undertake to furnish the Attorney with all documents or records of the Client required in terms of the Financial Intelligence Centre Act of 2001 (FICA) upon request.

#### **SURETYSHIP**

29. I, the signatory of this document, shall, binds myself jointly and in solidum as surety and co-principal debtor in favour of JJR Inc. for the due and punctual performance by the client of each and every obligation from whatsoever cause arising, including in particular the payment of fees and

disbursements due to JJR Inc., and shall be under renunciation of the benefits of excussion and division.

30. This suretyship and guarantee shall be a continuing suretyship and guarantee, which may only be cancelled by the agreement between the Client and JJR Inc. provided that all sums then owing by the Client to JJR Inc. have been paid in full, and provided further that JJR Inc. accepts to such cancellation in writing.
31. Notwithstanding that this clause contemplates more than one surety, there shall be a separate suretyship by each person who signs as surety, and should a co-surety not be liable at all or in full for whatever reason, the other sureties shall nevertheless be liable in full. Any two or more persons liable to JJR Inc. attorneys under these terms shall be jointly and severally liable.

I hereby accept the terms of appointment as set out above.

\_\_\_\_\_  
 Signatory

\_\_\_\_\_  
 Date

**CLIENT DETAILS:**

<b>Full name of Client</b>		
<b>Identity/Registration Number</b>		
<b>Address / Principal Place of Business:</b>		
<b>Contact Numbers:</b>	<b>(H):</b>	<b>(W):</b>
	<b>(Cell):</b>	<b>(Fax):</b>
<b>E-mail address:</b>		
<b>Signatory details if the Client is a Company, Close Corporation or Trust</b>		
<b>Name:</b>		
<b>Identity/Registration Number</b>		
<b>Residential Address:</b>		
<b>E-mail address:</b>		
<b>Contact Numbers:</b>	<b>(H):</b>	<b>(W):</b>
	<b>(Cell):</b>	<b>(Fax):</b>

**ATTORNEY AND CLIENT FEES FOR JARVIS JACOBS RAUBENHEIMER INC**

Description	FEE
<b>All fees are charged per page unless specified otherwise, excludes VAT and disbursements</b>	
Acknowledgment of Debt	R 600.00
Drafting Affidavit (hourly rate of professional or part thereof)	
Application for Emoluments Attachment Order	
Attending court at postponement (hourly rate of professional or part thereof)	
Attending court during trial/motion (hourly rate of professional or part thereof)	
Attendance at Court/Master/CIPRO/CCMA for any administrative reason whatsoever (hourly rate of professional or part thereof)	
Attending pre-trial conference (hourly rate of professional or part thereof)	
Attending settlement negotiations (hourly rate of professional or part thereof)	
Attorney's Certificate	R 350.00
Consultation and telephonic consultation (hourly rate of professional or part thereof)	
Consultation and telephonic consultation by secretary or candidate attorney	R 165.00
Copies	R 2.50
Letters/e-mails written	R 165.00
Letters/e-mail received	R 165.00
One liner e-mails written	R 65.00
One liner e-mails received	R 65.00
Attendance to service of pleading, notices, filing with Clerk of the Court and perusal of confirmation service	R 175.00
Drafting of pleadings (hourly rate of professional or part thereof)	
Drafting of notices (per page)	R 165.00
Perusal of pleadings and notices (hourly rate of professional or part)	
Prepare requisition for payment of sheriff or other expenses	R 30.00
Taking instructions (hourly rate of professional or part thereof)	
Opening of file and client on Ghost Practice	R 350.00
Preparing for trial (hourly rate of professional or part thereof)	
Instruction to proceed with default judgment	R 350.00
Recording of statement by witness (hourly rate of professional or part thereof)	
Summons and particulars of claim (hourly rate of professional or part thereof)	
Travelling time (hourly rate of professional or part thereof plus R3.50 per km)	
Time spent waiting at court (hourly rate of professional or part thereof)	
Searches at the Master of the High Court, CIPRO, Deeds Office (hourly rate of professional or part thereof)	R 165.00
ITC search (per individual)	R 220.00
Company or Close Corporation search (per entity)	R 320.00
Placing of advertisements in Government Gazette, newspaper (excl. expenses)	R 280.00
Deeds of securities	R 400.00
Unopposed divorce (limited to 2 x 1 hour consultation and 2 draft settlement agreements)	R 6 000.00
Commercial contracts (hourly rate of professional or part thereof or as agreed with professional)	
<b><u>COMPANY REGISTRATIONS</u></b>	
Company (private and public with share capital R1,000 and 1-7 directors/shareholders)	R 1 500.00
Basic Company (Pty) Ltd (name reservation - additional CIPC fee to be added)	R 800.00
Non-Profit Company (NPC)	R 1 450.00
Company Incorporated	R 3 700.00
Company	

External Company	R 4 200.00
Drafting of MOI	R 8 500.00
Name reservation	R 670.00
<b><u>AMENDMENTS TO COMPANIES</u></b>	
Change of name (and principal business if required – includes name reservation)	R 900.00
Increase of share capital (add R5.00 for every R1.000 increase of share capital)	R 1 000.00
Conversion from private to public company (add R50.00 if name changes)	R 2 800.00
Conversion from public to private company (includes advertisement in Government Gazette)	R 3 500.00
Conversion from (Pty) Ltd company to Incorporated company	R 2 500.00
Conversion to Share Block Company	R 3 500.00
Change of directors (1-7)	R 1 200.00
Change of registered address	R 700.00
Change of auditors	R 400.00
Change of year end	R 600.00
Amendment/addition to Memorandum and Articles of Association (hourly rate of professional or part thereof)	
Registration of special resolution	R 1 800.00
MOI submission	R 1 200.00
Compilation of Share Register and Certificates (minute book)	R 400.00
Requesting disclosure	R 150.00
Filing of Annual Returns	R 720.00
<b><u>AMENDMENTS TO CLOSE CORPORATIONS</u></b>	
Member change	R 700.00
Name change (including change of members and principal business, if necessary)	R 700.00
Change of registered address and/or accounting officer	R 700.00
Conversion from CC to Company (name remains the same)	R 1 000.00
Conversion from CC to Company (name changes)	R 1 450.00
<b><u>SECTIONAL TITLES</u></b>	
Registration of Management or Conduct Rules (includes preparation of section 35 notice)	R1,000
Drafting of Management or Conduct Rules (hourly rate of professional or part thereof)	
<b><u>TRUSTS</u></b>	
Drafting of deed of Trust and all ancillary docs and registration thereof	R 6 000.00