

DR SUGUDHAV-SEWPERSADH ATTORNEYS

CLIENT MANDATE FORM

1. I / We hereby instruct Dr Prenisha Sugudhav-Sewpersadh (hereinafter referred to as "Dr P Sewpersadh" of DR SUGUDHAV-SEWPERSADH ATTORNEYS. to carry out the legal services set out hereunder and to take all steps, incur expenses and disbursements, including but without limiting the generality of the foregoing (where necessary) the instructing of counsel, correspondent attorneys, expert witnesses and assessors, also including Court fees and related expenses. I/We hereby advise that I/we are legally mandated to act on behalf of the organisation I/we represent, if applicable.
2. I/We confirm, however, that DR SUGUDHAV-SEWPERSADH ATTORNEYS may withdraw from this Mandate on written notice to me/us in the event of me/us failing to comply with our obligations in terms of this Mandate (including the payment of fees and disbursements), a conflict arising or on any other reasonable grounds that would justify the conclusion that it would be undesirable for DR SUGUDHAV-SEWPERSADH ATTORNEYS to continue representing me/us.
3. Subject to any other termination clause in this mandate, I / We confirm that the services of DR SUGUDHAV-SEWPERSADH ATTORNEYS in this matter/s will end, unless otherwise agreed upon in writing, when there is a final agreement, settlement, decision or judgment by the court. The scope of this Mandate does not include appeals and/or applications for leave to appeal from any judgments or orders of the Court.
4. I / We confirm that this Mandate will relate to any and all legal services rendered by DR SUGUDHAV-SEWPERSADH ATTORNEYS to me/us as from the date of signature hereof, irrespective of whether such services are described in this document.
5. I / We agree to pay DR SUGUDHAV-SEWPERSADH ATTORNEYS all amounts due to it for services rendered and disbursements incurred on my / our behalf on receipt of statements at the rate as specified in the schedule annexed hereto, alternatively their usual rates. I / We confirm that DR SUGUDHAV-SEWPERSADH ATTORNEYS will forward billing statements monthly or as determined by DR SUGUDHAV-SEWPERSADH ATTORNEYS. The statements will contain a description of the services, including the date, the amount of time involved and a brief description of the task accomplished. Statements will also itemise money DR SUGUDHAV-SEWPERSADH ATTORNEYS has advanced on my / our behalf (disbursements) such as service and filing fees, expert witness fees, charges for investigation, travel and accommodation, telephone calls, photocopies and telefaxes.

6. Should I / we dispute any amount reflected on any invoice rendered to me / us I / we shall / will nevertheless make immediate payment of such amount, pending the taxation of the said account, either by a properly empowered official of the Magistrates Court / High Court or the relevant provincial office of the Legal Practice Council.
7. I / we confirm that DR SUGUDHAV-SEWPERSADH ATTORNEYS. shall be entitled to levy interest on all amounts outstanding in excess of 30 days from date of statement at the prime unsecured overdraft interest rate charged by ABSA Bank Limited.
8. A certificate signed by Dr P Sewpersadh as to my / our indebtedness to the said firm shall be *prima facie* proof of the amount outstanding, due and payable and shall be sufficient for the purposes of obtaining Summary Judgment and/or Default Judgment against me / us.
9. I / We choose as my / our *domicilium citandi et executandi* the address as specified in Annexure "A" herein. I / We acknowledge that it is important for the staff of DR SUGUDHAV-SEWPERSADH ATTORNEYS. to be in a position to make contact with me / us at any time from time to time, to obtain instructions (i.e. to prevent matters from becoming time barred) and I / we will thus notify them in writing immediately should any of my / our personal details and contact details as reflected hereunder change.
10. I / We confirm that DR SUGUDHAV-SEWPERSADH ATTORNEYS has reserved the right to itself to amend the Fee Structure as set out herein and that such changes will be reflected on the firm website. I/we accept that it is my/our obligation to appraise myself/ourselves of any fee amendments.
11. In the event of this mandate being given by me on behalf of a Company / Close Corporation/ Body Corporate or any other legal entity, including as a Trustee for or on behalf of a Trust I hereby bind myself as surety and co-principal debtor for any and all of the obligations of the said Company / Close Corporation / Body Corporate / Legal Entity or Trust (as referred to in points 1 and 2 hereabove) in terms of this mandate and I shall remain so bound until all such obligations have been discharged.
12. I / We accept that although I/we may have instructed Dr P Sewpersadh in the employ of DR SUGUDHAV-SEWPERSADH ATTORNEYS to provide the legal services, it is anticipated that legal assistants and or administrative staff in the Firm also will work on the matter/s.
13. I / We undertake to make payment to DR SUGUDHAV-SEWPERSADH ATTORNEYS on demand of any retainer/deposit required by DR SUGUDHAV-SEWPERSADH ATTORNEYS which retainer/deposit will be deposited into the

trust account of DR SUGUDHAV-SEWPERSADH ATTORNEYS I / We hereby authorise DR SUGUDHAV-SEWPERSADH ATTORNEYS at its sole discretion, to invest such retainer/deposit in an interest bearing trust account as envisaged in Section 78(2)A of the Attorneys Act with interest accruing for my / our benefit. Should the retainer/deposit not be so invested, I/we confirm that the retainer/deposit shall attract no interest and I / we shall have no claim against DR SUGUDHAV-SEWPERSADH ATTORNEYS. In this regard. I / We hereby authorise DR SUGUDHAV-SEWPERSADH ATTORNEYS to deduct from the retainer/deposit, any balance outstanding and due to them in respect of statements rendered by DR SUGUDHAV-SEWPERSADH ATTORNEYS to me / us. If any portion of the retainer/deposit is unexpended at the conclusion of the Mandate, it will be refunded to myself/us. I / We hereby further authorise DR SUGUDHAV-SEWPERSADH ATTORNEYS. to deduct any outstanding fees and disbursements due by myself / us to DR SUGUDHAV-SEWPERSADH ATTORNEYS from any funds held by DR SUGUDHAV-SEWPERSADH ATTORNEYS on my/our behalf.

14. I / We confirm that it has been explained to me / us that notwithstanding that the Attorneys of DR SUGUDHAV-SEWPERSADH ATTORNEYS will execute the mandate with due care and attention and according to acceptable ethical and professional standards, DR SUGUDHAV-SEWPERSADH ATTORNEYS can make no guarantee of a successful conclusion in any case. I / We accept the foregoing.
15. I/We understand that certain matters, such as, including but not limited to, litigation matters, may result in adverse costs orders against me/us and that such adverse costs orders do not lie against DR SUGUDHAV-SEWPERSADH ATTORNEYS.
16. Please provide the following supporting documentation and complete the Questionnaire hereunder:-
 - 16.1 Certified copy of Identity document / Certificate of Incorporation / Letters of Authority / Founding Statement;
 - 16.2 Certified proof of physical address of residence / business.

DR SUGUDHAV-SEWPERSADH ATTORNEYS greatly appreciates the opportunity to represent you by providing legal services to you and we look forward to working with you.

Signature of Client or Surety and Co-Principal debtor

(delete if not applicable)

Annexure A

Contact details	
NAME / SURNAME:	
ID NO. / Co Reg. No.	
VAT No.	
Contact person:	
Physical address:	
Residential address:	
Postal address:	
Telephone numbers:	
Home:	
Work:	
Cell:	
Fax No.:	
Email address:	
How did you hear about DR SUGUDHAV-SEWPERSADH ATTORNEYS?	
Website:	
Brochure:	
Business card:	
Other:	
If referred by friend / colleague, by whom?	
Nature of legal services required: (give brief details)	

Schedule of Fees

1. This mandate is entered into on an attorney/own client scale.
2. Hourly Rate

Our hourly rates are as follows:

Attorney R1800

Paralegal R900

This mandate is entered into on an attorney/own client basis at an hourly rate of R1800.

We charge for all work in 5 (five) minute increments, example if we spend 2 (two) minutes on the phone with you, you will be charged for 5 minutes.

Our hourly rates include, but not limited to, time spent on consultations (either in person, telephonically or virtually), research, perusal, drafting and/or reviewing of documents, travelling, time spent at courts, hearings, meetings or any other fora where are represent you,

3. Disbursements

Disbursements include, but not limited to, such items as, correspondent fees, counsel fees, court fees, sheriff's fees, telephone costs, internet costs, postage and petties, travel costs and other such items.

Disbursements shall be billed separately and do not form part of our hourly rates.

Some of our disbursement costs are as follows:

1. Photocopies R5-00 per page
2. Travel costs AA rates
3. Telephone and internet costs Cell C per minute mobile rates