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- ❖ We want to take this opportunity to thank you for entrusting our firm with your matter.
❖ We will always strive to attend to your matter with the utmost care, highest quality, professionalism and integrity that it deserves.
❖ We want to reassure you that you are in capable hands and we endeavour to always act in your best Interest

LETTER OF ENGAGEMENT

ENTERED INTO AND BETWEEN PMBI ATTORNEYS (HEREAFTER REFERRED TO AS THE ATTORNEY, FIRM AND/OR AGENT) AND THE CLIENT (HEREAFTER REFERRED TO AS THE CLIENT, INCLUDING A PRIVATE INDIVIDUAL, ENTITY AND PERSON ACTING ON BEHALF OF THE ENTITY)

THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CLIENT AND OUR FIRM ARE RECORDED IN THIS AGREEMENT, TOGETHER WITH ANY ATTACHMENTS HERETO. IT IS IMPORTANT THAT YOU READ THIS DOCUMENT/S CAREFULLY TO UNDERSTAND WHAT YOUR RIGHTS AND RESPONSIBILITIES ARE. IF YOU DO NOT UNDERSTAND ANY OF THESE TERMS AND CONDITIONS, PLEASE ASK THE AGENT ATTENDING TO YOUR CONSULTATION.

HOW DID YOU HEAR OF US: [] BILLBOARDS; [] INDOOR ADVERTISEMENTS [] RADIO
[] WORD-BY-MOUTH [] INTERNET

OTHER: (KINDLY SPECIFY): _____

ARE YOU A: [] PRIVATE INDIVIDUAL [] ACTING ON BEHALF OF A LEGAL ENTITY [] THIRD PARTY

IF YOU ARE ACTING ON BEHALF OF A LEGAL ENTITY, IS THE ENTITY A: [] Pty (Ltd) [] CC [] Trust []
Other []

OTHER: (KINDLY SPECIFY): _____

Where trust comes first!

A - IN THE MATTER BETWEEN:	
1. _____	AND 2.

B - CLIENT'S PERSONAL DETAILS:	
Surname:	
First Names:	
Title:	
Date of Birth:	
Male / Female:	
Marital Status:	
Race:	
ID Number:	

C – ENTITY'S DETAILS: (If acting as a representative of a CC, (Pty) Ltd, Trust)	
Company's Registered Name:	
Registration number:	
Registered address:	
VAT number:	
Main business:	

D – CONTACT DETAILS:			
Office Hours: ()	After Hours: ()	Cellular: ()	Fax: ()
Email Address :			
Alternative Email Address:			
Home Address:			
Postal Address:			
Work Address:			

E - PERSON RESPONSIBLE FOR THE ACCOUNT (IF DIFFERENT FROM THE CLIENT'S DETAILS)	
Surname/pty/cc/firm etc:	
First Names:	
Date of Birth:	
ID number/ Registration number:	
VAT number:	
Relationship with Client:	

F – DETAILS OF PERSON NOT LIVING WITH YOU			
Name and Surname:		Relationship to client:	
Office Hours: ()	After Hours: ()	Cellular: ()	Fax: ()
Email Address:			
Home Address:			
Work Address:			

Relationship to client / representative:	
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G – DETAILS OF DEFENDANT / RESPONDENT / OPPOSING PARTY (IF AVAILABLE)	
Surname/pty/cc/firm etc:	
First Names:	
Date of Birth:	
ID number/ Registration number:	
Tel No:	
Email:	
Address:	
Website (if any):	

H - DECLARATION	
1)	I hereby appoint PMBI ATTORNEYS with power of substitution to be my Attorney and Agent, act on my behalf and render professional services to me;
2)	I understand that my Attorney and/or Agent may be required to engage counsel, assessors, accountants, costs and/or disbursements, consultants, other specialists in order to fulfil their mandate. I hereby authorise my Attorney and/or Agent for the purposes of effecting their mandate, to engage counsel and (inclusive but not limited to) any other person as set out above and do or cause to be done whatsoever will be necessary as fully and effectually as I might or could do and hereby ratifying whatsoever my Attorney and/or Agent will lawfully do by virtue of this agreement;
3)	I confirm and acknowledge that I have been advised that If I am successful in the matter and am awarded cost on the "Party and Party" scale, I will still be indebted to my Attorney and/or Agent in respect of "Attorney and Client" costs, which are over and above the costs I am able to recover from the other party on 'Party and Party' scale;
4)	I acknowledge that I have been furnished with a copy of the Attorney and/or Agent fees, as set out in the scheduled attached hereto. I acknowledge and confirm that I have agreed, prior to the exchange of confidences, to remunerate my Attorney and/or Agent the rate as described in the attached schedule, or as otherwise agreed between the Attorney and/or Agent and me. I confirm that fees can be charged per hour (inclusive but not limited to) time related attendance that do not form part of the tariff schedule (including but not limited to) time spend on research, preparation, perusal and review of literature, books of account and Other relevant documentation and interviews, telephone calls and travel. I confirm that the Attorney will be entitled to render Services on an hourly rate determined by the nature of the work, whether or not the work was done during office hours and the experience and seniority of the Attorney;
5)	If my Attorney and/or Agent deems it necessary that the complexity and/or substantial nature of my case warrants it, I acknowledge that it may be necessary for more than one Attorney and/or Agent to be involved in the handling my case at any one time;
6)	I further agree with my Attorney and/or Agent as follows:
6.1)	I understand and agree that my attorneys are not a credit provider in terms of the National Credit Act and therefore no services will be rendered to me on credit and until such time as I have complied with the conditions below.

	<p>Prior to the commencement and/or institution of any legal proceedings and/or rendering of legal services, I am liable to deposit the sum of R 10 000.00 (Ten Thousand Rand) into the trust account of L P Baartman Attorneys, held with ABSA Bank Ltd (hereinafter "the float account");</p> <p>My attorneys shall utilize funds from the float account to pay for any and all disbursements, including, but not limited to, sheriff fees and council fees and further to deduct fees from the float account for services rendered to me by my attorneys in accordance with the agreed to fee structure.</p> <p>I shall maintain the bank balance of the float account at an exact amount of R 10 000.00 (Ten Thousand Rand) at all times, and herewith give consent that my attorneys may take drastic action should the bank balance of the float account be lower than the amount aforementioned. Upon being rendered with an account by my attorneys, I shall be liable to "top-up" the float account to a bank balance as agreed to above with one direct payment.</p> <p>I understand and agree that any non-compliance with the aforementioned gives my attorneys the right to suspend all legal services immediately until such time as the float account has been reinstated to R 10 000.00 (Ten Thousand Rand).</p> <p>At the finalization of my matter, I will be rendered with a final account in which my attorneys shall be entitled to debit all outstanding fees and disbursements and where after the balance of the float account will be paid refunded to my nominated account.</p>
6.2)	That I will at all times be liable for payment of the Attorneys fees and disbursements (Including VAT), unless otherwise Agreed and reduced to writing;
6.3)	That accounts will be delivered to me as follows:
6.3.1)	In respect of disbursements as soon as they are incurred and/or received;
6.3.2)	Interim accounts in respect of Attorney's fees from time to time;
6.3.3)	At the conclusion of the matter, a comprehensive account in respect of all Attorneys' fees and disbursements;
6.4)	That I will be liable, upon demand by my Attorney and/or Agent to pay a deposit in addition to 6.1 above In respect of Attorney's fees and disbursements should it in the Attorney's sole discretion be required to cover expenses / fees which may exceed the float account;
6.5)	That all accounts will be payable within (30) thirty days from date of invoice.
6.6)	That notwithstanding the tariffs as prescribed by the Rules of the High Court and of the Magistrates Court, I shall be liable for payment of the Attorneys fees as agreed upon with my Attorney and/or Agent;
6.7)	That in the event of an order (Inclusive of costs being granted) in my favour, my Attorney and/or Agent will proceed in order to recover and to receive on my behalf, the capital and cost from the Defendant and/or Plaintiff in my claim and to deduct all fees, unpaid fees or disbursements and interests from the capital amount, before payment of the balance of it to me. I acknowledge that I will in any event remain liable for payment of such an account in the event of the costs, for any reason not being recovered from my opponent;
6.8)	In regard to fees and disbursements, which may be paid prior to the finalisation of the claim (inclusive but not limited) counsel's fees and medico legal accounts, I undertake to pay when called upon to do so;
6.9)	All charges and rates herein will automatically escalate every year at a minimum rate of 10% without notice, notwithstanding that there may be a charge in the party and party scale;
6.10)	That I will be liable for the costs of the action, in the event of an order of costs being granted against myself;
6.11)	I agree that should my account be In arrears for (60) sixty days or more, default administration charges can be charged by the Attorney and/or Agent.
6.12)	I agree that should my account be in arrears for sixty (60) days or more, a collection fee of 10% will be charged to my account for every payment received. I agree that I will further be responsible to pay the collection commission and other fees or disbursements, which the Firm incurs to collect any outstanding amounts I owe.
6.13)	I confirm that this mandate constitutes adequate notice to me that in the event of the Attorney and/or Agent at any lime having insufficient cover for their costs, by virtue of me having failed to make payment to them, as is above contemplated, they reserve the right to withdraw from acting for me in any and/or all matters in which they might de acting on my behalf, until such time as I have made payment of my account and/or further required deposits;

6.14)	In terms of the Financial Intelligence Centre Act (FICA) Act 38 of 2001. The Attorney and/or Agent is obliged to establish and verify my identity and upon the first consultation I undertake to provide the Attorney and/or Agent with such documentation which is necessary to establish (e.g. Identity document, passport, company registration documents etc.) my identity.
6.15)	I confirm that I have received, read, understood and agree to be bound to the terms and conditions of this agreement, together with any attachments thereto. I also understand the risks, costs, rights and responsibilities that apply to me.
6.16)	I confirm that the Information contained in this agreement, as supplied by me, is correct.
6.17)	I will Immediately notify my Attorney and/or Agent If any of my information changes.
6.18)	My Attorney and/or Agent will give at least 5 (five) days written notice of any charges to the terms of this agreement.
6.19)	I understand that my Attorney and/or Agent may allow extra time to comply with my obligations in terms of this agreement, or decide not to exercise some, or all of their rights, but that they can still insist on the strict application of any, or all of their rights at a later stage. I further confirm that I cannot assume that the agreement has been charged or no longer applies to me.
6.20)	Each and every clause of this agreement is servable from the others and the invalidity of one, or more of the clauses, will not affect the remainder of the agreement, which will remain in force.
6.21)	In terms of Section 45 of the Magistrate's Court Act 32 of 1944, as amended, I consent that my Agent can enforce any of Its rights under this agreement in any district that has jurisdiction. The Firm can still, at its option, institute proceedings in any division of the High Court of South Africa (or other Court) that has jurisdiction.
6.22)	If I am required to sign a Deed of Surety, I confirm that I will bind myself as surety for and co-principal debtor jointly and severally.
6.23)	I further confirm that, if the person who is responsible for the account of the Client differs, I will bind myself as co-principal debtor jointly and severally.
6.24)	The schedule of costs and/or a fee structure will be send to your chosen e-mail address, within 7 (seven) working days, after your consultation. Kindly familiarise yourself with this schedule of costs and/or fee structure, as this will be binding on you.

	<i>Please do not hesitate to contact a representative of our firm, should you have any queries in this regard.</i>
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I HEREBY CONFIRM WITH MY SIGNATURE THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND CONSIDER IT BINDING TO ME.

THUS DONE AND SIGNED at _____ on this the ____ day of _____ 20 ____ in the presence of the undersigned witness.

WITNESSES:

1. _____

2. _____

SIGNATURE OF CLIENT