

BASSON INC

Attorneys | Conveyancers | Notary Public



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www.bassonlaw.co.za



2013/134767/07

Mandate Agreement

FIC & POPIA Compliance



I/We, the undersigned, hereby nominate and appoint

BASSON LAW INC.
Registration Number: 2013/134767/21
(Hereinafter referred to as "Basson Attorneys Inc.")

with Power of Substitution, to be my/our lawful Attorney and Agent in my/our name, place and stead to act on my/our behalf in all legal matters in which I/we 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/we 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/our said attorney and agent shall lawfully do, cause to be done, by virtue of his presidents.

("The mandate")

For purposes of this document any reference to me/us shall include the Client and *vice versa*.
I/we 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 rate as per Annexure A, unless otherwise agreed in writing.
- 2 The difference between the "party & party" costs and "attorney & client" costs has been explained to me/us 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/us 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 & accommodation (should it be necessary).
- 3 It is hereby agreed that the hourly tariffs will escalate annually by 10% as from the first day of new financial year of each consecutive year in the sole discretion of Basson Attorneys Inc. In the event of circumstances warranting a further intermittent increase in the hourly charge, this will be subject to the written confirmation of the client or his/her duly authorised representative.
- 4 I/we 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;
 - 4.4 The years of practice of the attorney.



- 5 If the attorney deems that the complexity and/or substantial nature of my/our case warrants it, I/we 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/we agree.
- 6 I/we 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:

STANDARD BANK: BASSON ATTORNEYS INC, ACCOUNT NUMBER 032 499 493, BRANCH CODE: 051 001

- 7 Time spent travelling by the attorney for my/our behalf will be charged at the standard hourly rate quoted, save for exceptional circumstances, or as otherwise agreed upon in writing.
- 8 All disbursements (such as, but not limited to national and international telephone calls, telefax charges, copying and print charges, courier expenses, sheriff fees, 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.
- 9 By signature hereof I/we confirm acceptance of all invoices in electronic format.
- 10 All invoices are payable within 30 days from date of invoice. The attorney will be entitled, but not obliged, to charge interest at the prime rate plus 2%, as quoted by 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.
- 11 I/we consent to the jurisdiction of any competent court, should action be instituted against me/us for non-payment of any invoice or account.
- 12 In the event of legal action being instituted, I/we shall be liable for all legal costs on an attorney and own client scale, including collection commission and interest, plus cost of counsel.
- 13 The Attorney reserves the right to list me as a default payer at any credit bureaux, should my/our account be in arrears for 90 days or longer.
- 14 I/we choose the addresses in the "Client Details" form (Annexure B) below as my/our chosen *domicilium citandi et executandi*.
- 15 In view of the fact that Basson Attorneys Inc. will incur disbursements and fees on my/our behalf, I/we hereby irrevocably and *in rem suam* authorise Basson Attorneys Inc. to recover and receive on my/our 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 is made to me/us.

- 16 If I/we insist on enforcing my/our right to ask for the drawing and taxation of an Attorney and Own Client bill of costs, then Basson Attorneys Inc. 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.
- 17 I/we confirm further that this Agreement shall regulate the entire attorney and client relationship between ourselves/myself and Basson Attorneys Inc., and shall be effective from the inception of my/our instruction to Basson Attorneys Inc. irrespective of the date on which this mandate is signed.
- 18 No variation on any of the terms contained in this Agreement shall be of any force and effect unless reduced to writing and signed by both parties.
- 19 The Attorney retains copyright of all documents produced by it in performing the Mandate.
- 20 Written correspondence and draft documents will be transmitted to me/us by electronic mail (e-mail), unless otherwise requested. All forms of media are open to abuse by third parties and the Basson Attorneys Inc. does not accept responsibility for a breach of confidentiality arising from its use.
- 21 Our contractual relationship will be governed by the laws of the Republic of South Africa.
- 22 I/we shall be entitled to terminate the Mandate at any time by written notice in to Basson Attorneys Inc.
- 23 Basson Attorneys Inc. reserves the right to terminate the Mandate should a conflict of interest arise, should payment which is due not be made, or should Basson Attorneys Inc. be unable to obtain full and proper instructions from me/us.
- 24 Upon termination of the Mandate, Basson Attorneys Inc. shall submit a final invoice before releasing any document, file and/or file contents of the Client and/or his/her/their new attorney of record.
- 25 I/we hereby agree that should Basson Attorneys Inc mandate be terminated before conclusion of the legal services and/or in the instance where I/we have appointed a different attorney to attend to the matter on my/our behalf, I/we hereby acknowledge and confirm that the contents of the file will only be handed to us once all outstanding invoices have been settled in full and I/we have paid



for the copies of the file contents at the applicable rate specified herein. I/we hereby agree and acknowledge that Basson Attorneys Inc. has a right of retention on all file contents.

- 26 I/we undertake to furnish Basson Attorneys Inc. with all documents or records of the Client required in terms of the Financial Intelligence Centre Act of 2001 (FICA) upon request. Annexure B gives you a breakdown what information we require from you in terms of the Financial Intelligence Centre Act of 2001 (FICA) & I/we undertake to sign the POPIA consent form annexed hereto as annexure D.
- 27 In the event that Client does not object in writing to accounts@bassonlaw.co.za to any account within 7 (seven) days of its first rendition they will be deemed to have waived any right which they may have had to do so. It is further expressly agreed that by virtue of such failure to object, the Client accepts the account as both fair and reasonable and that they shall not raise or be entitled to raise such as a legal defence in any collection proceedings that may be instituted. *Initial*
- 28 Any bank charges levied on cash deposits will be recovered from the Client together with an administration fee of R30.00.
- 29 At the end of a matter or from notification to close a file, the file will be stored for a maximum period of 5 (five) years or such shorter period as the law requires, after which period Basson Attorneys Inc. have a right to destroy the file. A charge of R350.00 will be charged for retrieving the file from storage before it is destroyed if it is done at Client's request and for supplying copies of any documents contained therein.
- 30 Urgent matters shall be billed at a higher hourly rate than usual hourly rates charged in Annexure A. Urgent matters shall be matters requiring 48 (forty-eight) hours or less prior notice or notice for required delivery or implementation.

SURETYSHIP

- 31 I/we, the signatory of this document, shall, binds myself jointly and *in solidum* as surety and co-principal debtor in favour of Basson Attorneys 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 Basson Attorneys Inc., and shall be under renunciation of the benefits of excussion and division.
- 32 This suretyship and guarantee shall be a continuing suretyship and guarantee, which may only be cancelled by the agreement between the Client and Basson Attorneys Inc. provided that all sums

then owing by the Client to Basson Attorneys Inc. have been paid in full and provided further that Basson Attorneys Inc. accepts to such cancellation in writing.

- 33 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 Basson Attorneys Inc. under these terms shall be jointly and severally liable.

POPI CONSENT

- 34 Please refer to the annexed POPI consent form, which we kindly request you to complete and sign to enable us to collect, process, modify, store and/or destroy your Personal Information (as the case may be) in compliance with relevant legislation and with reference to company operational requirements in terms of POIPA.

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

Signed at _____ on this _____ day of _____ 202_____.

Witness

Client



Annexure A – FEES & EXPENSES: AGREEMENT

The following fees and expenses apply to all work performed by Basson Attorneys Inc. in terms of the conditions set out.

A. FEES

- 1 All work will be done at an hourly rate of **R1 450.00** per hour or any part thereof, half day fee **R7 000.00** and day fee **R12 000.00**. Fees are negotiable and upon agreement between Basson Attorneys Inc and the client, the fees may be debited in accordance with the Magistrate's Court party-and-party tariff for Magistrate's Court matters and in accordance with the High Court's party-and-party tariffs for High Court matters;
- 2 Taking of instructions and opening file (excluding consultation); R 450-00
- 3 Formal Letters including e-mails sent and received per A4 sheet of paper; R 132-00
- 4 Telephonic attendances per 3 min - R 109-00
- 5 Telephonic attendances per 7 minutes and longer - *pro rata* hourly tariff
- 6 Faxes, e-mails, scanned documents sent, received, and printed, per A4 page; R 14-00
- 7 Faxes sent to 086 numbers, per A4 page - R 20-00
- 8 Photocopies per A4 page R 5-50
- 9 Drafting of pleadings and notices, subject to the complexity of the case R 132-00 p/page
- 10 Any payments done on behalf of client or on file; R 40-00 p/payment
- 11 Deeds office or company searches R 400-00 per search
- 12 Ante-nuptial contract (includes consultation and registration) R2 700-00
- 13 Draft memorandum to Advocate R 140-00 per page
- 14 Brief to Advocate R 350-00
- 15 Perusal of documentation, letters, pleadings, and notices received R 67-00
- 16 Inspection *in loco*, appearances in court, consultation with client, time waiting at the court, travel time, indexing and pagination; *pro rata* hourly rate
- 17 Fees for drafting agreements will be agreed with yourself, alternatively, the basis for determining the fees agreed when taking instructions alternatively, a fee *pro rata* hourly rate will be charged.
- 18 Candidate Attorneys will work at an hour rate equal to 50% of the hour rate as set out above.
- 19 A monthly retainer can also be agreed with Basson Attorneys Inc, whereby a separate retainer agreement will be entered into between the client and Basson Attorneys Inc.

B. DISBURSEMENTS

- 1 Travel Expenses R 6-50 p/km
- 2 Miscellaneous expenses (*pro rata* up to a maximum of) R 500-00
- 3 Registered mail / courier expenses As charged
- 4 All other expenses such as Sheriff Fees, counsel fees and correspondent's fees will be charged according to the invoice received from the relevant party.

C. CONDITIONS FOR SERVICES RENDERED



I/we, the undersigned, hereby mandate and accept the following conditions for the provision of services by Basson Attorneys Inc;

- 1 I/we confirm that I accept the fees and expenses as set out above as the fees and expenses to be charged against me/us;
- 2 The address stated in the customer details form is chosen as my/our *domicilium*;
- 3 A deposit will be paid, if requested;
- 4 All accounts are strictly payable **within 30 days**, unless otherwise agreed in writing.
- 5 Basson Attorneys Inc. has the right to suspend any services until payment is received for any outstanding accounts, alternatively until a deposit is received;
- 6 If Basson Attorneys Inc. has incurred any costs, fees, or disbursements as aforementioned, I/we will be liable for such costs, fees and/or disbursements on a scale as between attorney and client in accordance with agreed fees herein, which includes any tracing should it be necessary.
- 7 I/we take personal responsibility for payment of the account of Basson Attorneys Inc. taking into account all services rendered arising out of this document whether the aforesaid services were rendered to a legal entity or not;
- 8 I/we accept that Basson Attorneys Inc. has retention over the file contents until I/we have made payment in full of my account.
- 9 The above-mentioned tariffs shall automatically escalate annually, without notification.

Signed at _____ on this _____ day of _____ 202__.

Witness

Client



Annexure B – CLIENT DETAILS:

New Client ☐ Existing Client ☐

Date Form Completed _____

Client Information

Full Names: _____ Surname: _____

Title: _____ Identity Number: _____

Home Address: _____

Cell Phone Number: _____ Work Telephone: _____

Fax Number: _____ Email Address: _____

Employer Name: _____

Employer Address: _____

Emergency Contact(s):	Name & Surname	Relationship	Contact Number

Marital Status: Single: ☐ Married: ☐ Divorced: ☐ Separated: ☐

Spouse Information

Full Names: _____ Surname: _____

Cell Phone Number: _____ Work Telephone: _____

Fax Number: _____ Email Address: _____

Employer Name: _____

Employer Address: _____

Referred By: Client: ☐ Attorney: ☐ Other: _____

DEAR CLIENT: PLEASE REFER TO THE ATTACHED FICA REQUIREMENT SHEET



Annexure C – FICA Compliance Requirements

We require some information from you in order to comply with certain legal requirements imposed on us by the Financial Intelligence Centre Act of 2001 (FICA). This page gives you a breakdown of what information we require from you in terms of the Financial Intelligence Centre Act of 2001 (FICA). Please send the requisite information to us as soon as possible.

Natural Persons

- Identity document or passport; and
- Utility account or other written proof indicating residential address.

Partnerships

- Identity document or passport; and
- Letter from auditor confirming trading name and business address.

Trusts

- Letter from auditor confirming trading name and business address;
- Letters of authority from the Master of the High Court;
- Trust deed; and
- Particulars of how beneficiaries are determined.

South African close corporations and companies

- Identity document or passport;
- Utility account or other written proof indicating residential address;
- Certificate of incorporation or founding statement; and
- Notice of registered office or amended founding statement.

Foreign non-listed companies

- Identity document or passport;
- Letter from auditor confirming trading name and business address; and
- Certificate of incorporation or founding statement.

Listed companies

- Letter from auditor confirming trading name and business address; and
- Certificate of incorporation or founding statement.

Other legal persons

- Identity document or passport;
- Utility account or other written proof indicating residential address; and
- Organization's founding documents.



Annexure D – Consent to Process Personal Information

The objective of the Protection of Personal Information Act 4 of 2013 (Hereinafter referred to as “POPIA”) is to legally promote the protection of personal information processed by public and private bodies by utilizing specific principles and conditions stipulated in the act. Basson Attorneys Inc has always been committed to treat personal information in an ethical manner and as POPIA requires. Basson Attorneys Inc. is a responsible party domiciled in South Africa and we process personal information of our clients.

The Protection of Personal Information Act 4 of 2013 has been fully in effect since 1 July 2021 and we endeavour to:

- ensure that all the steps are followed regarding the processing of personal information;
- ensure minimum conditions are executed for legal processing of personal information;
- ensure that data protection is established according to the relevant standards;
- ensure that mandatory requirements are met for registration of Information Officers with the Information Regulator;
- ensure that invasive marketing is prevented, and data subjects are protected from data breaches and cybercrime;
- ensure that personal information is controlled and protected at all times while in possession of our firm;
- ensure we enhanced transparency, discipline and conforming to legislation and company values;
- ensure we act according to our Code of Conduct that pursues fairness, integrity, care, due diligence, honestly and best interests of our clients;
- ensure that we only share information to 3rd parties for legal and regulatory purposes;

As a valued client or stakeholder to Basson Attorneys Inc or any of its subsidiaries and Joint Ventures, we can guarantee that all the personal information will be preserved and safe guarded to protect your data. The applicable information will only be used for the mandate afforded to Basson Attorneys Inc. in handling the legal matter, and for no other purpose whatsoever.

POPIA implementation will not affect any terms and conditions of your current agreement, only how we are required by law to process personal information which will be standard practice.

In light of the above and to ensure that we comply lawfully to the POPIA, kindly sign the attached consent acknowledgement and return to the assigned information officer as soon as possible to:

Information Officer

Name & Surname: Deidre Louisa Basson

Contact Number: 010 020 6275

Email Address: deidre@bassonlaw.co.za

ACKNOWLEDGEMENT CONSENT FORM IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT (POPIA) ACT 4 OF 2013, AS AMENDED

I/We the undersigned

(Full Names)

(Identity Number)

AND/OR

duly authorised, acting, or working on behalf of

(Name of company/trust/close corporation or other third party)

(Registration Number)

1. hereby consent and acknowledge that Basson Attorneys Inc or any of its subsidiaries and Joint Ventures can collect, process, modify, store, and destroy my/our Personal Information (as the case may be) in compliance with relevant legislation and with reference to company operational requirements.
2. hereby agree to provide my/our personal information to Basson Attorneys Inc, on the express understanding that:
 - 2.1 This constitutes my/our consent, as required under the Protection of Personal Information Act 4 of 2013 ("POPI"), for the processing of my/our personal information;
 - 2.2 The attorneys and staff and the finance department of Basson Attorneys Inc will have access to my/our personal details which have been furnished to them for the purposes of attending to the legal services, (the mandate) and matters ancillary thereto.
 - 2.3 The personal data will be used only for the purposes as described in of this consent.
 - 2.4 Basson Attorneys Inc are authorised to release our personal information to any third party for purposes of handling the legal matters referred to them, whether it is the opposing party and/or

their attorneys or the relevant courts in any litigation matter, or the South African Revenue Services, the bond cancellation and bond registration attorneys, the relevant municipal authority and/or body corporate and/or Home Owners Association, the relevant Deeds Office or the estate agents for conveyancing matters, and/or Master's Office for deceased estate matters or any third party involved in the legal matter as the case may be, solely for the purposes of the finalisation of the matter instructed to the Basson Attorneys Inc.

- 2.5 Basson Attorneys Inc will in addition to its POPI compliance store our details, as provided for, and specified by the Legal Practice Council from time to time and in terms of their POPI Compliance Policy.
3. Basson Attorneys Inc, as a firm of attorneys has the privilege of confidentiality under the law pertaining to its clients. Basson Attorneys Inc or any of its subsidiaries and Joint Ventures undertake to process Personal information according to the lawful conditions of the POPI Act, that includes but not limited to verification of the Company's details, credit checks where credit facilities are requested and by Operation of law in South Africa.

Signed at _____ on this _____ day of _____ 202__.

Witness

Client

Signed at _____ on this _____ day of _____ 202__.

Witness

Basson Attorneys Inc