

Engagement Terms on which you engage Dommissie Attorneys Inc.

1. INTRODUCTION

Thank you for choosing Dommissie Attorneys Inc. as your legal advisors (the "**Firm**"). For purposes of clarity, set out below are some of the terms upon which we accept engagements (these "**Terms**"). These Terms are not exclusive but rather seek to provide clarity on the basis of our engagement.

2. MATTER MANAGEMENT

2.1. These Terms will govern all your engagements with the Firm, and incorporate the further terms and conditions on www.dommissieattorneys.co.za (the "**Website**") including the price of various products and/or packages of products purchased there, as well as the terms on which those products and/or packages of products are provided.

2.2. If you engage the Firm directly for services that are not delivered through the Website, these Terms will still apply to your engagement of the Firm, but may be supplemented in discussion with you.

3. FEES AND BILLING ARRANGEMENTS

3.1. The Firm charges for:

3.1.1. specific products and packages of products purchased through our website, in which case the fees and further terms for each product and/or package of products will be supplemented by the terms of our Website;

3.1.2. service fees, being our attorneys' professional time spent on attending to your matters; and, separately

3.1.3. disbursements, being costs incurred on your behalf as well as incidental operational costs.

3.2. **Our service fees**

3.2.1. The Firm charges fixed fees for all products and packages of products described and purchased *via* the Website.

3.2.2. The Firm seeks to charge fixed, defined and/or agreed fees for other services. Where that is not possible, we will charge fees based on an hourly rate (professional time spent) as well as disbursement costs. In this regard:

3.2.2.1. cost estimates provided to clients are as accurate as possible but are for guidance purposes only and should not be regarded as quotations;

3.2.2.2. you may, by agreement, set a limit on the fees to be incurred for any matter, provided that upon reaching such limit the Firm will advise you and cease to continue until further instructions are received.

3.2.3. Our hourly rates for 2016 are:

3.2.3.1. **Directors:** R 2,000.00 – R2,200.00 per hour;

3.2.3.2. **Senior Associates:** R1,600.00 – R1,800.00 per hour;

3.2.3.3. **Associates:** R1,300.00 – R 1,500.00 per hour;

3.2.3.4. **Candidate Attorneys:** R650.00 – R900.00 per hour; and

3.2.3.5. **Paralegals:** R500.00 per hour.

3.3. **Disbursement costs**

Disbursements incurred on your behalf will be charged to you in addition to our fees.

3.4. **Tax**

All of our fee rates are quoted exclusive of value-added tax (VAT).

3.5. **Travelling**

If you wish to meet our attorneys offsite, the Firm will charge service fees (being the relevant attorney's travel time and our disbursement costs), unless agreed otherwise with a director.

3.6. Time recording

3.6.1. Our attorneys will record their time spent in increments of 1/6th of an hour.

3.6.2. All items for which the Firm does not charge will be reflected on the invoice as such.

3.7. Work-in-progress updates

3.7.1. The Firm will send you regular work-in-progress reports for all work done on an hourly rate.

3.7.2. This work-in-progress will be moderated by us prior to being turned into an invoice, on the following basis:

3.7.2.1. all time duplications will be removed;

3.7.2.2. any errors or obviously erroneous narratives will be removed; and

3.7.2.3. any other items that are deemed necessary by the relevant director overseeing your account.

3.8. Meetings

For all meetings, only the most senior of the attorneys will charge for their time.

3.9. Validity

Our fee rates are valid until 28 February 2017.

4. INVOICING

4.1. Time-based instructions

The Firm will render invoices at the earlier of:

4.1.1. month-end, usually on the last business day of the month (although this may vary, at the discretion of the relevant director); and

4.1.2. the completion of the instruction.

4.2. **Fixed fees**

- 4.2.1. For all products and packages of products available through the Website, the Firm reserves the right to require payment in advance.
- 4.2.2. Otherwise, the Firm will render its invoice on the agreed date.
- 4.2.3. All of our invoices will contain clear and accurate narratives of all work that our attorneys have performed on your matter.
- 4.2.4. You can request a full record of the transaction at info@dommisseattorneys.co.za.
- 4.2.5. Unless otherwise agreed, all invoices will be sent electronically.
- 4.2.6. Our invoices are payable immediately, unless agreed otherwise with the relevant director in writing. If any of our invoices have not been paid:
 - 4.2.6.1. within 7 days of being sent to you, the Firm will send you a reminder of our invoice;
 - 4.2.6.2. within 14 days of being sent to you, the Firm may, at the discretion of the director, cease all work on any ongoing instructions until such time as the outstanding invoices are settled in full.

5. **TRUST FUNDS**

- 5.1. Any funds deposited in trust may be invested in an interest bearing account, upon your instruction, in terms of section 78 of the Attorneys Act, 53 of 1979.
- 5.2. In such case, the Firm will be entitled to charge a fee as a percentage of the interest earned in respect of such investment in order to cover administrative expenses incurred in supervising such investment and in complying with the requirements of the Cape Law Society.

6. **PERSONAL INFORMATION**

- 6.1. The Firm will process personal information provided to us in terms of applicable law. It is your duty to provide us with correct and up to date

information and you need to advise us should there be a change in any of the information previously provided to us.

- 6.2. The Firm will only process your personal information for purposes of the Firm engagement with you and for legitimate business purposes.
- 6.3. The Firm will share your personal information in accordance with the Firm privacy policy.
- 6.4. As part of the Firm engagement, the Firm would like to keep you up to date with relevant information that might be of interest to you, by sending you newsletters or similar correspondence by electronic means. You can opt out from receiving these at any time.
- 6.5. Please note that in processing your personal information, the Firm may also make use of third party suppliers not domiciled in the Republic of South Africa and as such personal information may flow cross border. By accepting these Terms you expressly agree to this.
- 6.6. Unless otherwise agreed, the Firm will be entitled as part of the Firm's business operations to disclose that you are a client of the Firm and disclose the nature of the products, packages of products and/or services that you have engaged us for.

7. THE FIRM'S SERVICES: WAIVER AND INDEMNITY

- 7.1. Where the Firm's advice is based on the interpretation of the law, the Firm does not guarantee it. However we undertake to provide products, packages of products and/or services in a responsible manner and with reasonable care and skill in accordance with an acceptable standard.
- 7.2. You waive any claim of whatsoever nature (including damages, loss, interest, costs, expenses or otherwise), howsoever arising whether in contract or in delict or otherwise which you may have against the Firm beyond the amount actually recovered by it under its professional indemnity insurance policy in respect of your claim.
- 7.3. You indemnify the Firm against any claim of whatsoever nature (including but not limited to damages, loss, interest, costs, expenses or otherwise), howsoever arising whether in contract or in delict or otherwise, that may be

made against the Firm by any third party as a result of any work done, or omitted to be done, by the Firm, or any partner, past partner or employee for you or on your behalf.

8. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing, the Firm retains all intellectual property rights and copyright in any work or deliverables delivered to you as part of our products, packages of products and/or services.

9. MANDATE

The Firm reserves the right to terminate its mandate at its sole discretion, including, but not limited to, where the Firm's invoices are not paid within 30 days of presentation or where a conflict arises.

10. DEFAULT

Should the Firm instruct collection attorneys to collect overdue debts, or to take any action in the implementation or protection of the Firm's rights, the Firm shall be entitled to recover all legal costs arising therefrom, including the collection commission, on the scale as determined between attorney and own client, alternatively, and only in the event that action is instituted in the Magistrate's Court, on an attorney and client scale.

11. RECORD RETENTION

At the end of a matter, your file will be kept for the period as prescribed and allowed for by law after which period the Firm has the right to destroy the file.

12. DISCLOSURE IN TERMS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2 OF 2005

Company information: Dommisse Attorneys Inc.; Registration number: 2014/025529/21 (Registered in the Republic of South Africa); of Black River Park, Ground Floor, Block D, North Block, 2 Fir Street, Observatory, 7925; (021) 671 1550.

Email address: info@dommisseattorneys.co.za

Website addresses: www.dommisseattorneys.co.za

Directors: Adrian Dommisse, Jody Doyle, Jana van Zyl.

Membership: Cape Law Society.

Main business: legal products and services.

Due to the nature of the products and packages of products sold through the Website, no cooling off period will apply once delivered.

13. GOVERNING LAW

It is agreed that the law of the Republic of South Africa will apply to the interpretation and enforceability of these Terms and consent is given to the jurisdiction of any Magistrate's Court of Cape Town in respect of all legal proceedings arising out of the interpretation or enforceability of these Terms. Notwithstanding the foregoing, the Firm is still entitled to institute proceedings in the Western Cape High Court of South Africa.