



## ✎ ATTORNEY CLIENT AGREEMENT ✎

### DEBT COLLECTION 2019

**VAN ZYL EBRAHIM COOK INCORPORATED** ("VZEC"), will provide legal services to ....., with company registration number ..... ("the Client") on the terms set forth below.

#### GENERAL

1. **CONDITIONS.** This agreement will not take effect, and VZEC will have no obligation to provide legal services, until the Client returns a signed copy of this agreement.
2. **SCOPE OF SERVICES.** The Client hires VZEC to provide legal services in various matters. VZEC will provide those legal services reasonably required to represent the Client. VZEC will take reasonable steps to keep the Client informed of progress and to respond to the Client's inquiries.
3. **RESPONSIBILITIES OF THE CLIENT.** The Client agrees to be truthful with VZEC, to cooperate and to keep VZEC informed of any information or developments which may come to the Client's attention.

#### DEPOSIT

4. The Client agrees to pay VZEC an initial deposit of R..... ( ..... Rand) into VZEC's trust account (account holder: Van Zyl Ebrahim Cook Attorneys Incorporated, branch: Standard Bank Rosebank, account number: ....., branch code: 004305, swift code: SBZAJJ). VZEC's charges will be credited against the deposit. The initial deposit, as well as any future deposits, will be held in VZEC's trust account. The Client authorises VZEC to use deposits and other monies paid into trust to pay fees and other charges as they are incurred. A monthly statement detailing charges credited against the deposit will be sent to the Client.

5. Whenever the deposit is exhausted, VZEC reserves the right to demand further reasonable deposits. Once a trial or arbitration date is set (if applicable), the Client will pay VZEC's fees estimated to be incurred in preparing for and completing the trial or arbitration, expert witness fees and other costs likely to be incurred.
6. The Client agrees to pay all deposits after the initial deposit within 7 days of demand. Any unused deposit at the conclusion of VZEC's services will be refunded.

## **LEGAL FEES**

7. The Client agrees to pay at VZEC's prevailing rates specified in the schedule on the last page hereof.
8. The Client agrees that these rates apply to undefended debt collection and that, as soon as legal action becomes defended, the Client shall pay VZEC at its prevailing hourly rates, to be agreed.
9. The rates shall apply until 31 December of each year, upon the expiry of which the rates shall be adjusted by agreement between the parties after negotiation.
10. Should the parties fail to reach consensus regarding the adjusted rates to apply for each consecutive 1 (one) year period 15 (fifteen) days prior to the annual adjustment date for such rates, then the rates shall be adjusted by an amount equal to the average change in the Consumer Price Index ("CPI") for the period of 12 (twelve) consecutive calendar months prior to the date of the proposed rates adjustment. The rates for the subsequent one year period of the agreement shall then be the rates arrived at by virtue of the application of the said average change in the CPI and be binding on the parties for the duration of the subsequent 12 (twelve) month period of this agreement.

## **COSTS AND EXPENSES**

11. **General.** VZEC will incur various costs and expenses in performing legal services pursuant to this agreement. The Client agrees to pay for all costs, disbursements and expenses in addition to the (hourly) fees listed in paragraph 7. The costs and expenses commonly include delivery fees, postage, photocopying and other reproduction costs, travel costs, including parking costs and mileage, CIPC and deeds searches, tracing fees, consultants' fees, expert witnesses, arbitrators and/or other similar items. Except for the items listed below, all costs and expenses will be charged at VZEC's cost.

- |       |                |                     |
|-------|----------------|---------------------|
| 11.1. | Photocopies    | R3.50 per page      |
| 11.2. | Send facsimile | R5.00 per page      |
| 11.3. | Mileage        | R3.50 per kilometer |

(all items listed exclude VAT)

- 11.4. **Experts, consultants, and investigators.** To aid in the preparation or presentation of the Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. The Client agrees to pay such fees and charges. VZEC will consult with Client on the selection of any expert witnesses, consultants, etc., to be hired and their charges. In addition, the Client understands that if a matter proceeds to court or arbitration, the Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be the responsibility of the Client.

## **INVOICING**

12. VZEC will send the Client monthly invoices and statements of account for fees and costs incurred. VZEC's invoices shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If the Client objects to any charge on an invoice, the Client must notify VZEC within 30 days. Invoices are payable strictly 30 days from date of invoice. VZEC shall be under no obligation to continue with the rendering of legal services in the event that the Client's account is in arrears.
13. VZEC shall be entitled to set off its invoices against any payment due to the Client in terms of this agreement.

## **ENTIRE AGREEMENT**

14. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

## **AMENDMENT BY SUBSEQUENT AGREEMENT**

15. This agreement may be amended by subsequent agreement of the parties only by an instrument in writing signed by both parties.

## **GOVERNING LAW**

16. This agreement shall be governed, construed and interpreted in accordance with the law of the Republic of South Africa.

## **PROVISION CONTRAVENING ANY LAW**

17. If any provision of this agreement contravenes any provision of any law, regulation, ordinance or the like, that provision shall be deemed to be null and void or the scope of the provision shall be deemed to have been limited to exclude such contravention, provided that if either party can establish in a court of law that it is adversely affected or prejudiced thereby or if any party unsuccessfully relies on that provision in any legal proceedings, arbitration or the like, that party shall be entitled to cancel this agreement.

## **INTERVENING CHANGES IN LAW**

18. In the event that any change in any law, regulation, ordinance or similar official decree renders any part of this agreement illegal or null and void, either party may terminate this agreement forthwith.

DATED: \_\_\_\_\_

The Client: \_\_\_\_\_

DATED: \_\_\_\_\_

VZEC: \_\_\_\_\_

<b>Code</b>	<b>Description</b>	<b>Fee</b>
ACK4	Acknowledgment Of Debt	765,52
AFF6	Affidavit, Drafting (Per Page)	221,05
ATT128	Attend To Pay And Paid Correspondent Attorneys	93,94
ATT129	Attend To Pay And Paid Cost Consultant	93,94
ATT130	Attend To Pay And Paid Courier	93,94
ATT131	Attend To Pay And Paid Sheriff	93,94
ATT132	Attend To Pay And Paid Tracer's Fee	93,94
ATT133	Attend To Pay Monies From Trust To Client	93,94
ATT134	Attendances, Other	88,42
ATT135	Attendances, SMS	88,42
ATT138	Attending Settlement Negotiations (Per Quarter Hour)	191,38
CON19	Consultation Or Other Attendance (Per Quarter Hour)	191,38
COU2	Court Query	765,54
DEF17	Default Judgment - Uplift Court File	382,77
DEF18	Default Listing	267,75
DOC4	Documents, Producing For Inspection	55,26
E-M62	E-Mail From	60,78
E-M63	E-Mail From Client	60,78
E-M64	E-Mail From Correspondent Attorneys	60,78
E-M65	E-Mail From Defendant	60,78
E-M66	E-Mail From Liquidator	60,78
E-M67	E-Mail To	93,94
E-M68	E-Mail To Client	93,94
E-M69	E-Mail To Correspondent Attorneys	93,94
E-M70	E-Mail To Defendant	93,94
E-M71	E-Mail To Liquidator	93,94
FEE11	Fee - Additional Defendant On Summons (Particulars Of Claim)	383,11
FEE12	Fee - Additional Defendant On Summons (Simple)	303,94
INS67	Inspecting Documents (Per Page)	55,26
INS68	Instructions - General	276,31
INS69	Instructions To Institute Proceedings (Un defended)	1155,00
JUD5	Judgment Listing	267,75
LEG2	Legal Process (Drawing - Per Page)	221,05

LET17	Letter Received	60,78
LET18	Letter Sent	93,94
OBT4	Obtain Default Judgment	303,94
PER43	Perusing (Per Folio)	55,26
POS11	Postages And Petties	94,50
REC6	Receive And Peruse Payment Into Trust Account	110,52
REC7	Receive, Peruse And Pay Counsel's Invoice	93,94
REI8	Reissue Writ	765,52
REQ11	Request For Default Judgment	765,52
SAL6	Sale Notice (Movable Property)	497,35
SUM15	Summons (Particulars Of Claim)	1914,17
SUM16	Summons (Simple)	1531,06
SUM17	Summons - Reissue	765,52
TEL35	Telecon With Client (Per 5 Minutes)	93,94
TEL36	Telecon With Correspondent Attorneys (Per 5 Minutes)	93,94
TEL37	Telecon With Defendant (Per 5 Minutes)	93,94
TEL38	Telecon With Opposing Attorneys (Per 5 Minutes)	93,94
TEL41	Telephone Consultation (Per 5 Minutes)	93,94
TRA14	Travelling Time (Per Quarter Hour)	191,38
WAR11	Warrant Of Execution	765,52
WAR12	Warrant Of Execution - Reissue	765,52