

TUCKERS INCORPORATED
TERMS AND CONDITIONS OF SERVICE
VERSION 2024.01 (24 February 2024)

REPRESENTATIVES AND SURETY

1. If the client instructs the attorney in a representative capacity, no instructions will be executed unless the client submits a duly granted power of attorney or resolution authorising the client to act in such a representative capacity to the attorney.
2. The client further warrants and accepts that the client will be jointly and severally liable for the due and proper payment of the attorney's fees, cost, and disbursements and will sign a suretyship agreement to this effect.

MATTER COURSE AND SUCCESS

3. The client agrees and understands that the attorney cannot predict the course of litigious matters, alternative dispute resolutions, applications, or negotiations and any such prediction is aimed solely at providing the client with guidance and as such is not binding on the attorney.
4. The attorney undertakes to provide the client with diligent, ethical, and professional services in line with industry standards and in line with the attorney's ethos of hard work, dedication, and order to obtain the best possible outcomes. The attorney further undertakes to provide the client with appropriate advice, to take due care of the information and documents in its possession, and to safeguard the client's interests to the extent that it is reasonable, lawful and ethical.
5. However, the attorney does not warrant or guarantee the success or outcome of any litigious matter and will not be held liable for any adverse outcomes or cost orders granted against the client, save where such outcomes or costs orders were as a direct result of the attorney's gross negligence.
6. The client understands that it is of the utmost importance and in the client's best interest to be completely transparent with the attorney in all aspects relating to the matter, and further understands that the attorney cannot render appropriate and effective services without being allowed access to proper information and supporting documents.
7. The client undertakes to provide the attorney with the required information, supporting documents, and clear concise instructions upon request.
8. Should the client fail, alternatively refuse to provide the attorney with the required information, supporting documents, and/ or clear concise instructions upon request, the attorney shall be entitled to withdraw as the attorney of record, to terminate the client's mandate, and to claim payment for the work done.
9. This agreement constitutes a contract and performance on behalf of the client will remain due regardless of the success or outcome of the matter.

COST AWARDS

10. The client understands that the court, judicial body, or tribunal ("the court") may award a cost order in favour of the successful party, which would entitle that party to recover its legal costs from the other party after it was duly taxed by a taxing master of the court, or agreed to between the parties.
11. The client further understands that the cost order is made purely at the discretion of the court and cannot be demanded by a successful party. In the event that the cost order is granted, the taxed bill of costs will in most

instances be lower than the legal costs incurred by the successful party; thus it will not 'reimburse' the successful party fully.

12. The client understands that if the opponent is assisted by Legal-Aid, pro-bono organisations, or is otherwise indigent, it is unlikely that the client will be able to successfully recover such costs from the opponent.
13. Regardless of any such cost order in favour of the client, the client shall remain liable for full payment of the attorney's fees, costs and disbursements.

PERSONAL INFORMATION

14. The attorney will retain all the records related to the matter in its possession for a period of 7 years from the date of conclusion of the matter, or longer if prescribed by law.
15. The attorney will only use the client's information for the purposes of discharging the mandate and will not share the client's information with an unauthorised third party, further subject to the provisions of the Protection of Personal Information Act.
16. The client understands that all information in court papers constitutes public records and therefore may be accessed by any member of the public. The attorney will not be held liable for any loss or damage suffered as a result thereof.

FEES, COSTS, & DISBURSEMENTS

17. The attorney is entitled to increase the agreed fee tariff at a rate of 10% per annum, which escalation shall happen on the date of anniversary of the matter.
18. Unless otherwise agreed, work is only undertaken after payment of the minimum deposit (by EFT) requested by the attorney into the attorney's trust account. The client will be provided with proof of payment of each deposit.
19. Where the client makes a direct cash deposit into the attorney's trust account, the client will be liable for the bank charges levied on the attorney's trust account.
20. Work cannot be undertaken or continued unless the client has a credit trust balance, save where otherwise agreed to in writing.
21. No matters will be finally enrolled unless the client has a credit trust balance.
22. Estimated fees, costs, and disbursements cannot be determined accurately at the onset of a matter and any such estimation must not be construed as an absolute quotation on behalf of the attorney. Such an estimate is provided to guide the client as to the total out of pocket expense that may be incurred by the client.
23. The client agrees and understands that the estimation referred to above is variable depending on, *inter alia*, the nature of the matter, its complexity, whether it is opposed or defended, the type of court, and the seniority of attorney and advocate (if necessary) required.
24. It is agreed that the attorney will not render any services on a contingency fee basis unless it was expressly agreed to with the client in writing.
25. All accounts are payable on presentation. Accounts that are paid late or overdue will be subject to interest charges at a rate of 2% per month, compounded.

26. The client will be allowed 5 business days wherein to object to any account presented for payment, failing which the client shall be deemed to have accepted the account.
27. The client acknowledges and understand that in so far as this agreement relates to litigious work, that the fees charged by the attorney may be in excess of the applicable court tariff. The fees charged are consistent with the nature of the work undertaken, complexity of the work, specialisation required, time required to do the work, quality of the work done, experience and seniority of the attorney assigned, and disbursements likely to be incurred.
28. Fees charged in respect of non-litigious work is subject to the guidelines provided by the Legal Practice Council, to the extent provided for, alternatively where no such guidelines are provided, as agreed between the attorney and client.
29. If the client is of the view that the fees charged were unreasonable, the client may in terms of law have the account/ disbursements assessed by the relevant law society, Council or committee. Where a client insists on taxation of an account, the client shall be liable for 15% on all fees taxed.
30. The fee agreement is subject to review on every occasion that the client provides the attorney with a 'new' instruction, unless it was expressly agreed otherwise.
31. Where the attorney is dealing with more that one matter of the client, the client consents to the payment of outstanding fees from any account held in credit in the name of the client. The attorney shall be entitled to transfer any such amount due and owing from such account to its business account without further notice to the client.
32. After conclusion of the matter, the attorney is entitled to have the records filed and stored at a secured location other than its offices. In the event that the client requests documents held by the attorney after the records is filed and stored at a location other than the attorney's office, the client agrees to accept liability for the cost of retrieval of such records as well to the payment of the attorney's standard administration fee at the time.

WITHDRAWAL AND DEFAULT

33. The attorney may withdraw as the attorney of record or terminate the client's mandate upon good cause shown by giving the client written notice at the last known email or physical address if, *inter alia*:
 - 33.1. The client on demand fails, alternatively refuses to provide the required information, documents, make payment of an account, or deposit monies in terms of this agreement;
 - 33.2. The client fails, alternatively refuses to provide the attorney with instructions upon request;
 - 33.3. The client requires the attorney to execute an instruction which is unlawful, alternatively unethical, would place the attorneys profession in disrepute, or it is otherwise deemed by the attorney as improper or inappropriate; or
 - 33.4. The attorney is of the opinion that it is impossible to perform the mandate, or for any other just and reasonable cause.
34. The client is entitled to cancel the mandate at any time by providing the attorney with written notice. The client will remain liable for all costs in respect of work already done.
35. The attorney shall be entitled to retain all documentation related to the matter in their possession and/ or any monies held in the attorney's trust account on the client's behalf in relation to the matter (retained for some other purpose than paying the attorney's account, bills, cost, fees or disbursements) until the full outstanding amount plus the interest thereon, and the costs of collection is paid in full.

36. The client hereby consents to the attorney conducting a credit check, and further consents to the attorney tracing the client, or obtaining any other report necessary to collect any outstanding fees, accounts, bills, costs, and disbursements from the client in the event that the client fails, alternatively refuses to make payment on demand and/ or as agreed.
37. If either party is in default of this agreement, the other party shall be entitled to invoke the remedies provided for in law.
38. The aggrieved party shall notify the party in default of the breach in writing by delivering a notice of default to the other party and shall allow 10 business days for the default to be remedied.
39. The parties agree to their addresses for legal notices and the service of pleadings related to this agreement as provided in the agreement, or at any address provided in writing to each other from time-to-time.

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