

LEGAL SERVICES RETAINER AGREEMENT

(the agreement)

Between

(you)

and

(us)

INTRODUCTION

We aim to offer all our clients a professional and efficient service and understand that you will want to know the basis on which we will act for you. This document therefore sets out the terms and conditions on which we will conduct your business. If you have any queries regarding its contents please contact Marlon Shevelew.

TERMS OF THE AGREEMENT

1. The agreement is separate to our normal mandate and is specifically tailored for these services, namely **Rental Property Law advices**.
2. The agreement secures our services on a priority basis at an agreed rate of **R350 plus Vat (R399) for 1 (one) hour per month for a period of 12(twelve) months** from the first month after the date both of us sign the agreement. For example, if you sign on 25 November the agreement begins 1 December.
3. The agreed monthly fee of **R350 plus Vat (R399) for 12(twelve) months** shall be payable to us on the 1st day of each month, in advance.
4. The retainer fee is non-refundable and any hour not used will not be carried over so please make sure you use it!
5. All work we do after your hour has been used up will be billed for at a discounted rate of R800 an hour plus Vat.
 - 5.1 We will determine the amount of time to be allocated to a question / questions, email / emails and if we anticipate that the allotted hour is to be exceeded we will tell you before we do the work.
 - 5.2 If the work is under an hour we shall do the work swiftly and of course advise of the remaining minutes in your retainer.
 - 5.3 If the retainer is used up for any particular month another hour will be available the following month or of course we can bill you for extra time at our discounted rate- we will advise you before we do this of course!
 - 5.4 All services are billed in increment of one quarter of an hour, rounded up for each activity to the nearest quarter of an hour. There is a minimum charge of one quarter of an hour for any services related to the matter under this Agreement.
6. If at any time during the period of the agreement you want to cancel the retainer you must give us at least 20 (Twenty) Business Days written notice of such cancellation. We will be entitled to recover any loss suffered by us as a result of such early cancellation of the agreement by charging you one month cancellation fee.

7. When this period of 12 (twelve) months ends, the agreement will automatically continue on a Month-to-Month basis, subject to any material changes which we have brought to your attention, unless either you or us expressly advises the other prior to the ending of the period of 12 (twelve) months that you or us don't want the agreement to continue after the period of 12 (twelve) months; or if we enter into a new agreement for a further fixed period.
8. If the agreement is continued on a Month-to-Month basis, either you or us will be entitled to end the agreement without reason or penalty at any time, provided that you or us gives the other a Calendar Month written notice of such termination.
9. Our duties to you may vary depending upon whether or not the agreement is subject to the provisions of the CPA, and we will act upon the information given to us by you in this regard. You warrant that any statement made by you to us in respect of your Threshold Values is true, correct and accurate.
10. The agreement excludes all/any instructions for Legal services for the personal benefit of all/any of your staff member/s and all/any Legal services required on a personal level shall be billed for at the usual billable rate levied by us or an agreed fee, as the case may be.
11. We acknowledge that we cannot, nor would we consider contracting out of the provisions of the CPA. In other words, if there are any terms of the agreement which falls foul of the CPA then the CPA will apply unless of course the CPA could never have applied to such terms in any event.
12. We confirm that you entered into the agreement as a result of direct marketing. Therefore, in terms of the CPA, you have the right to cancel the agreement without reason or penalty within 5 (Five) Business Days of the Signature Date by giving us written notice of such cancellation. You are entitled to a refund of any payments made to us in terms of the agreement within 15 (Fifteen) Business Days after you have given such notice, except for any costs for legal advices we may have provided in that period.
13. You confirm that you have read and understand the agreement, all necessary clauses have been explained to you by us, you have been advised of all your rights in terms of the agreement and all relevant sections of the CPA; and you sign the agreement, freely and voluntarily.
14. Our Attorneys are admitted by the High Court of South Africa and are regulated by The Law Society of South Africa and the Cape Law Society. The rules of the Cape Law Society may be accessed via www.capelawsoc.law.za or by contacting the Law Society of South Africa or the Cape Law Society, itself at 29th & 30th Floors, ABSA Centre, 2 Riebeeck Street, Cape Town 8001, Tel: (021) 443 6700, Email: cls@capelawsoc.law.za.
 - 14.1 The Law Society and Cape Law Society are designated professional bodies for the purposes of regulating Attorneys and complaints handling.
 - 14.2 As required by law, we are in possession of a valid fidelity fund certificate, a copy of which may be viewed upon request at our offices.
 - 14.3 We will competently represent your interests at all times. If you feel that this is not being maintained, please discuss it with Marlon Shevelew, but if we are unable to resolve the problem between us, you are entitled to request the Cape Law Society to investigate the matter.
15. Your duties, simply put, are to be truthful with us; cooperative with and be responsive to us; available to us and to pay your retainer on time.
16. In accordance with the Rules of Professional Conduct, we may decide to stop acting for you if we have good reason and on giving you reasonable notice.
17. You agree that we make no guarantee regarding the outcome or success with regards to any matter. Our advice is based on our understanding of the law and practice as at the time it is given. It may be affected by subsequent changes in law and practice. We have no legal obligation to update advice once given and we do not undertake to do so unless specifically agreed.
18. The agreement contains the entire agreement between us for this particular service.
19. The agreement may be amended in writing and signed by both you and us.
20. If you want any additional services that have not been included in the agreement, a separate agreement will be necessary and annexed hereto as an annexure and incorporated as part of this agreement.
21. The laws of the Republic of South Africa govern this agreement.
22. We may charge per cheque or similar instrument when such cheque or instrument is dishonoured or when we must return such cheque or instrument because it cannot be processed.

23. If there is any dispute between you and us, such dispute may be resolved by binding arbitration, provided that both parties consent to such arbitration at the time the dispute arises. Such matter shall be mediated by a third party chosen jointly.
24. The agreement will only become effective when signed by both you and us even if you have paid your retainer fee.
25. Our bank details are as follows. We would suggest setting up a debit order to cater for these monthly payments:

MARLON SHEVELEW & ASSOCIATES TRUST ACCOUNT

Banking Institution: ABSA BANK

Branch: Heerengracht

Branch Code: 50 60 09

Account Number: 40 6366 9691

Ref: Rental law retainer/your name

The undersigned have read and agree to be bound by the agreement.

SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2013.

By: _____
you – with the necessary authority to sign

SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2013.

By: _____
us