



**MANDATE  
&  
POWER OF ATTORNEY**

I, the undersigned,

\_\_\_\_\_

with Identity/Passport number \_\_\_\_\_

of (full entity name, details, and address and/or personal address) \_\_\_\_\_

\_\_\_\_\_

do hereby nominate, constitute, and appoint:

**OOSTHUIZEN & CO (PAARL) INC (1996/012322/21)**

and

**OOSTHUIZEN & CO FINANCIAL (PTY) LTD (2020/918063/07)**

with power of substitution, to be my lawful Attorney(s) and Agent(s) in my name, place and stead, generally for affecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein; hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney(s) and Agent(s) shall lawfully do, or cause to be done, by virtue of these presents.

I accept responsibility for payment of all accounts rendered by Oosthuizen & Co (Paarl) Inc and Oosthuizen & Co Financial (Pty) Ltd as per the attached Fee Structure marked hereto as annexure "A", even if another party is ordered to pay same, or is unable to do so, and I accept and agree to the [Terms of Engagement](#) found on Oosthuizen & Co (Paarl) Inc's website ([www.oostco.co.za](http://www.oostco.co.za)) and accessible via the hyperlink herein, being annexure "B", and by signing below I confirm I have read, consent to and agree to the Fee Structure as well as the [Terms of Engagement](#) and have fully acquainted myself with all the aforesaid.

I accept that I will be required to provide all relevant FICA documents to Oosthuizen & Co (Paarl) Inc and Oosthuizen & Co Financial (Pty) Ltd upon request, and that I may be asked to renew these documents every three years.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024, in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. Witness signature: \_\_\_\_\_

Full Name:

2. Witness signature: \_\_\_\_\_

Full Name:

Client signature: \_\_\_\_\_

(Who warrants he/she is duly authorised)

**OOSTHUIZEN & CO (PAARL) INC (1996/012322/21) and OOSTHUIZEN & CO FINANCIAL (PTY) LTD (2020/918063/07)  
FEE STRUCTURE FROM 01/01/2024  
AND GENERAL TERMS AND CONDITIONS REGARDING FEES**

**FEE STRUCTURE (EXCLUDING VAT)**

<b>ITEM</b>	<b>OUR INTERNAL FEES</b>
Taking instructions	R1,500.00
FICA	R950.00
All basic steps as provided for in Rules of Court	As per court tariff
Consultations	R400.00 – R1,100.00 per 15 min
Hourly rate for drawing and perusal of pleadings & documents	R400.00 – R1,100.00 per 15 min
All correspondence written and received	R200.00 per folio
All telephone calls made and received	R200.00 per 3 min
Printing/Scanning/Copying	R6.00 per page
Attending Court	R400.00 – R1,100.00.00 per 15 min
Preparation for trial	R400.00 – R1,100.00 per 15 min
Travelling time	At half the applicable hourly rate
Conveyancing fees	As per recommended tariffs
Executor fees	As per recommended tariffs

**GENERAL TERMS AND CONDITIONS:**

1. Our Internal Fee tariff will apply in this matter as more fully set out hereunder.
2. Accounts may be presented on an interim basis. A final account will be presented at the conclusion of a matter.
3. Accounts are payable against presentation of an invoice.
4. We have the right to adjust the above amounts from time to time and client will be notified of such adjustments.
5. Interest may be charged on all overdue accounts at the rate of 2 % per month.
6. Trust deposits will be payable from time to time as part cover against our expected fees and disbursements. These deposits will be utilized to pay fees and disbursements as soon as it is debited against an account.
7. Our client ultimately remains responsible in the first instance for the payment of all our accounts, even if another party is ordered to pay same, or is unable to do so.
8. We have the right to withdraw as attorney of record should any account not be paid on due date.
9. All actual disbursements for postage telephone calls, traveling costs, advocate's fees, sheriff's fees, etc. will also be payable in addition to the above. Where an advocate is briefed, client ultimately remains responsible for payment of such advocate's fees.
10. The "Court Tariff" referred to herein is either the Party and Party fees and disbursements as indicated in Annexure 2 to the Magistrate's Court Rules under the provisions of Act 32 of 1944 (as amended), or the Party and Party fees and disbursements provided for in the Uniform Rules of Court under the provisions of Act 59 of 1959 (as amended), as the case may be. The difference between the prescribed tariffs and our Internal Fees is to be paid by the client unless it is agreed with a Debtor/other party to pay attorney and own client fees and the client is released from the obligation.
11. The instruction fee includes opening our case file, closing same, and storing it for the prescribed period.
12. Should it later be found that the signatory to this agreement did not have the necessary authority to bind a principal, then such signatory shall be personally liable for the payment of all fees and disbursements.

I agree to instruct OOSTHUIZEN & CO (PAARL) INC and OOSTHUIZEN & CO FINANCIAL (PTY) LTD based on the above and I agree to and accept the [Terms of Engagement](#) and confirm that the contents of all the aforesaid have been explained to me and that I understand same.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Name of Client: \_\_\_\_\_

\_\_\_\_\_  
Signature