

**CONTINGENCY FEES AGREEMENT IN TERMS OF THE
CONTINGENCY FEES ACT, 1997 (ACT NO. 66 OF 1997)**

Done and entered into by and between:

_____, an adult male person, Identity Number _____
being herein and acting in my representative capacity I presently residing at
_____ (hereinafter referred to as the client)

And

Mark Williams, an adult male attorney of Room 301, Mutual Building, 38 Terminus Street, East London and practicing under the name and style as Mark Williams Attorneys (hereinafter called "the Attorney"),

In terms of which the Client shall pay the fees agreed to herein to the Attorney for services rendered, if the Client is successful in such proceedings to the extent set out in this Agreement.

1. It is recorded that in the opinion of the Attorney there are reasonable prospects that the Client may be successful in the proceedings mentioned hereunder and the Attorney therefore undertakes to recover no fees from the Client unless-
 - 1.1 The Client is successful in such proceedings; or
 - 1.2 The Attorney, as set out hereunder, becomes entitled to a fee in the event of partial success in such proceedings or in the event of the premature termination of this Agreement.
2. It is further recorded that, before the signing of this Agreement and in terms of Section 3 (3) for the Contingency Fees Act, 1997 (Act No. 66 of 1997), the Client was -
 - 2.1 Advised of any other ways of financing the litigation and of their respective implications, namely
 - 2.2 Informed of the normal rule that in the event of the Client being unsuccessful in the proceedings, he may be liable to pay the taxed party and party costs of the opponent in the proceedings; and
 - 2.3 Informed that he will be liable to pay the success fee in the event of success, by the Attorney in executing his mandate.
3. The Client acknowledges that he gave a written power of attorney to **MARK WILLIAMS ATTORNEYS** to institute a Road Accident Fund Claim on his behalf as a result of a motor vehicle accident on _____, _____

Nota bene: No contingency fees agreement may be entered into in respect of professional services to be rendered in any criminal proceedings or any proceedings in respect of any family law matter.

4. The client confirms that it was always his understanding that the attorney will assume all the risk of success or loss in respect of her claims but to the extent that the agreement was never reduced to writing to date hereof, he had chosen to specifically enter into this agreement only with the attorney, on the express understanding that the attorney will be responsible for all fees and disbursements that Mark Williams Attorneys can legally imposed on him for work done by them in respect of these matters.

4. The parties agree that the Client –

4.1 shall be deemed to be successful in the aforementioned proceedings if the Road Accident Fund extends an offer of settlement for Compensation to the Client or in the event of a repudiation by the Road Accident Fund, in the event that a Court grants Judgment in favour of the Client.

4.2 Shall be deemed to be partially successful in the aforementioned proceedings if the Attorney's mandate if terminated by the Client for whatever reasons.

5. The Attorney hereby warrants that the normal fees on an attorney and own client basis to perform work in connection with the aforementioned proceedings are calculated on the following basis:

High Court tariff currently in existence subject to surcharge equal to One Hundred Percent.

6. The parties agree that if the Client is successful in the aforementioned proceedings an amount shall be payable to the Attorney, calculated according to the following method:

25% (Twenty Five percent) of the amount of damages / compensation awarded in favour of the client.

Nota bene: If the success fee is higher than the Attorney's normal fees, such higher fee may-

- not exceed the Attorney's normal fees by more than 100 per cent; and
- in the case of a claim sounding in money, not exceed **25% (Twenty Five percent)** of the total amount awarded or any amount obtained by the Client in consequence of the proceedings.

7. In the event of the premature termination of this Agreement for any reason the Client shall owe the Attorney an amount to be calculated in accordance with 5 above.

The Client hereby grants consent that her new Attorney of record deduct directly from the proceeds of his claim the total sum payable to the attorney in the event of premature termination of this mandate, for passing onto the Attorney – once the client's claim is finalized.

8. The attorney undertakes to pay all disbursements such as for expert reports, advocates etc. in order to enforce the Client's claim against the Road Accident Fund.

9.

9.1 The Client has a period of 14 (Fourteen) days, calculated from the date of signing of this Agreement, during which he will have the right to withdraw from this Agreement by giving notice to the Attorney in writing.

9.2 The Attorney shall, in the event of withdrawal by the Client be entitled to fees and disbursements in

9.3 Respect of any necessary or essential work done to protect the interests of the Client in terms of this mandate during calculated on an attorney and own client basis as per 5 above.

10. If the Client feels aggrieved by an provision of this Agreement or any fees chargeable in terms of this Agreement, the Agreement or the fees may be referred for review to the Law Society of which the Attorney is a member and, if an advocate has been appointed, also to the Bar Council in the area in which the advocate practices. The professional controlling body concerned may set aside any provision of this Agreement or any fees claimable in terms of this Agreement if in its opinion such provision or fees are unreasonable or unjust.

11.

11.1 Any amendment or other agreements ancillary to this Agreement (including any amendments to such agreements) shall be in writing and comply with the requirements laid down in the Contingency Fees Act, 1997 (Act No. 66 of 1997).

A copy of any such amendment or other agreements ancillary to this Agreement shall be delivered to the Client upon the date on which such amendment or ancillary agreement is signed.

11.2 A copy of such amendment or other agreements ancillary to this Agreement shall be delivered to the Client upon the date on which such amendment or ancillary agreement is signed.

12. To the extent that any variation/contradiction to/with the material terms as contained herein for fees agreed upon is to be found in any other document executed subsequent hereto, the terms of this agreement will prevail.

12. In the event of an advocate being appointed, the following shall be completed:

12.1 Not applicable

12.2 Not applicable

13 The parties agree that if the Client is successful in the afore-mentioned proceedings an amount to shall be payable to the Attorney for Advocate fees, expert costs such as for Independent Bureau for Forensic Investigation, and Actuarial costs , as well as for clinical psychologist , industrial psychologist and Occupational Therapist and all other disbursements such as repayment of for which the client is responsible (but excluding traveling expenses, telephone calls, faxes, e-mails and all other fees for work done, including by Mark Williams Attorneys which is included specifically in the **25% Twenty Five percent** referred to above).

However if the client is not successful with his claim then the attorneys undertake to recover no fees from him at all.

THE CLIENT HEREBY WARRANTS THAT HE UNDERSTANDS
THE MEANING AND PURPOSE OF THIS AGREEMENT

SIGNED at GRAHAMSTOWN on this 01st day of September 2010

(Signature of the ***Client***)

Dated at GRAHAMSTOWN on this 01st day of September 2010

(Signature of ***Attorney***)

The Client acknowledges hereby that he duly received a copy of the signed contingency fees agreement in terms of the Contingency Fees Act (Act No 66 of 1997).

Dated at GRAHAMSTOWN on this 01st day of September 2010

(Signature of ***Client***)