

Legal Practitioners

Standard terms and conditions of business

1 Introduction

This document sets out the general terms and conditions upon which Kantor & Immerman Legal Practitioners (“K&I” or “the Firm”) is prepared to provide legal services to clients.

2 Acceptance of Instructions

2.1 Client Information

2.1.1 We are obliged to comply with anti-money laundering legislation. This legislation places various obligations on legal practitioners and other institutions including ascertaining and verifying the client’s identity. If the client does not provide the information and documentation which we are obliged to obtain, or if the evidence provided is inadequate, we may be unable to work for the client.

2.1.2 It is a legal requirement that we keep records of all our dealings with our clients and to report suspicious and unusual transactions, as defined in the relevant legislation, to the relevant authority. To the greatest extent possible, we will observe and protect the client’s right of legal professional privilege which is recognised by the legislation.

2.2 Conflicts of Interest

2.2.1 Before accepting instructions from clients, we consider whether any conflict of interest exists between the instructions and instructions we have from other clients of our firm.

2.2.2 However, unforeseen conflicts may arise. In that event, the client will be notified of the conflict as soon as reasonably possible after the conflict comes to our attention. Thereafter, we or the client may terminate our mandate, unless each of the clients in respect of whose mandates we have such a conflict provides appropriate waivers.

3 Fees & Disbursements

3.1 Obligation to charge fees - Kantor & Immerman is obliged and entitled to charge fees for all professional legal services rendered in accordance with the guidance set out in the Law Society of Zimbabwe General Tariff of Fees for Legal Practitioners (Legal Practitioner and Client Tariff) set by the Law Society of Zimbabwe from time to time.

- 3.2 Deposit
- 3.2.1 It is our policy to request clients to place funds in our trust account in advance of work to be done on their behalf.
- 3.2.2 The amounts standing to the credit of the trust account will be applied against the last payment due by the client at any stage of the matter. However, if any invoice rendered prior to the finalisation of the instructions is not paid when due, we reserve the right to transfer the relevant funds from the trust account to our business account in discharge (or part discharge) of that invoice and to cease working on the matter until the trust funds are restored, without prejudice to our right to receive payment for work done and disbursements incurred to date, together with VAT thereon, if any.
- 3.2.3 Any balance standing to the credit of the client in the trust account in respect of a matter after payment of our final invoice in that matter will be reimbursed to the client.
- 3.3 Charge Rates
- 3.3.1 Basis - The fees charged are ordinarily time-related and are calculated in units of six minutes each or part thereof (1 hour = 10 units). The applicable tariff per unit is the one set by the Law Society of Zimbabwe. Kantor & Immerman reserves the right to vary the applicable charge rates from time to time in accordance with applicable amendments to the Law Society Tariff.
- 3.3.2 Foreign Mandates - The Law Society Tariff provides that where we perform work on instructions emanating from outside Zimbabwe, we are entitled both to charge a fee similar to that which would be charged by a legal practitioner of comparable seniority and ability in the country from which the work emanates and to charge such fee in the currency of that country. Accordingly, our hourly charge rates for work done on instructions coming from outside Zimbabwe are as follows:
- | Seniority | Charge Rate |
|--------------------|-------------|
| 0-5 years | US\$150-00 |
| 6-10 years | US\$200-00 |
| 11-15 years | US\$250-00 |
| 16 – 20 years | US\$300-00 |
| 20 years and above | US\$350-00+ |
- 3.3.3 In finalising a fee, however, we take into account relevant factors such as urgency, complexity, the result achieved, amount involved in the transaction, expertise required and other relevant factors.
- 3.4 Fee Arrangements
- 3.4.1 Depending on the circumstances and the nature of mandate, we may agree to a fee arrangement which is consistent with the rules of the Law Society but different from the hourly rate basis contemplated above. For example, where other professional advisors would charge a percentage fee, we are entitled to do the same or charge a flat fee in respect of that mandate.
- 3.4.2 All fee arrangements only apply if confirmed by us in writing. These standard terms will be amended to the extent contemplated by such written confirmation of the fee arrangement and from the date of such confirmation.

- 3.4.3 In agreeing to a fee arrangement, we assume that the transaction will proceed normally. However, if the transaction proceeds differently, or if the nature of the transaction changes materially or is not concluded for reasons beyond our control, or if the agreed scope of work changes, we reserve the right to review the amount of the fee and/or the basis on which we will charge for our services subject to notice to the client. Any services other than those which fall within the agreed scope of work which the client may require to be provided by us will be separately charged for by us in accordance with our standard terms at the time.
- 3.5 Collection Commission – We are entitled, in addition to the hourly fees charged, to charge collection commission in matters and at the rates prescribed in the Law Society By-Laws prevailing from time to time.
- 3.6 Disbursements
 - 3.6.1 In addition to the hourly rates, the client may be charged for:
 - 3.6.1.1 all disbursements incurred by us in the execution of the instructions, including but not limited to counsel’s fees, travel, accommodation and telephone expenses at cost;
 - 3.6.1.2 standard fees in relation to the opening, closing and compulsory storage of files;
 - 3.6.2 Office expenses which are not separately billed for, such as telephone, fax, copying, local travel, stationary and printing costs, will be recovered by means of a standard charge equal to 2% of fees, subject to a standard minimum charge applicable from time to time per invoice.
- 3.7 Invoices
 - 3.7.1 The Fee Note or Invoice sent to the client will contain a narrative setting out a brief description of the attendances for which the client have been billed, the number of units so billed (if applicable), notification to the client if the higher rate has been applied and details of significant disbursements incurred.
 - 3.7.2 Unless the client requires otherwise, or unless the terms of a fee arrangement contemplated above so requires, our policy is generally to render invoices on a monthly basis with a brief description of the nature of the work covered by the invoice concerned, unless we consider that invoices should be rendered more or less frequently in the light of the amounts involved or the nature of the ongoing work.
 - 3.7.3 Our invoices are payable on presentation and we reserve the right to charge interest at the prime lending rate charged by our bankers, plus 5%, on invoices which remain unpaid for more than 15 days.

- 4.1 Lien - We are entitled to exercise a lien over any of the client's property in our possession, including documents, pleadings, agreements and draft agreements, in respect of all amounts which the client owes us, whether or not we have invoiced the client. This means that we may retain possession of such property and we will not be obliged to release it until our fees and disbursements have been paid in full.
- 4.2 Copyright - The copyright in all original documents prepared by us is our property and will remain so.
- 4.3 Display of our logo - We reserve the right to be described as the client's attorney/legal advisor and to have our name and logo displayed in all announcements and advertisements which may be placed by the client and/or which are required by the rules of any stock exchange on which the client's shares are listed, or any other regulatory authority to which the client is subject. The client may not display our name and logo or describe us the client's attorney/legal advisor without our written consent.
- 4.4 Limitation of liability
- 4.4.1 We accept no liability to the client in contract, delict (including negligence and/or breach of statutory duty) or otherwise beyond that of a duty to exercise reasonable skill and care in the provision of legal advice and services.
- 4.4.2 Our liability in contract, delict (including negligence and/or breach of statutory duty) or otherwise arising out of or in connection with any instruction given to us is limited to the recovery by the client of all the payments made to us for the services rendered in terms of such instruction. All other remedies of any kind are expressly excluded.
- 4.4.3 We will not be liable for any indirect or consequential loss incurred or suffered by the client.
- 4.5 Application of Standard Terms
- 4.5.1 These standard terms also apply to work done by us at the client's request if the matter on which the client has instructed us is not finalised for any reason.
- 4.5.2 If the client, having received a copy of these standard terms, instructs us to proceed with a instructions or to assist the client with any other matter without having initialled and returned a copy of these standard terms to us, the client will be deemed to have accepted these standard terms and conditions, as amended or supplemented by any specific terms agreed to by us in writing, until the client advises us otherwise in writing.
- 4.6 Jurisdiction - This document shall be governed by, and be construed in accordance with, the laws of the Zimbabwe (excluding rules on conflicts of laws) and the client consents to the jurisdiction of the High Court of Zimbabwe.
- 4.7 No waiver - No waiver of any of the terms of this document and no suspension of a right to enforce any term of this document shall be of any force or effect unless in writing duly signed by an authorised representative of the Firm.

The above Terms and Conditions are accepted by / on behalf of [insert full name]

Name: _____

Signature: _____ who
warrants she/he is duly authorised

Date: _____