

## Terms & Conditions

This Agreement is entered into by:



Company Name:  
Registration No:  
Address

**LIPCO Group (Pty) Ltd**  
2001/014508/07  
2 Oxbow Crescent, The Estuaries,  
Century City, 7441  
**hereinafter "LAW FOR ALL"**

**And**



Firm Name:

Practice Number:

Represented By:

Address:

**hereinafter "the Firm"**

# Service Level Agreement

Panel Attorneys

LAW FOR ALL and the Firm agree that the following terms and conditions shall apply to regulate their relationship in regards to the outsourced services.

1. The Agreement will start **upon the date of final approval**, in writing, by LAW FOR ALL, and will continue for an indefinite period, subject to written cancellation by either party.
2. **The Firm's responsibilities:**
  - a. Provide professional legal services to LAW FOR ALL policyholders in accordance with LAW FOR ALL's written instructions to the Firm, as well as the rules, regulations and codes of the applicable Legal Practice Council overseeing the Firm's business.
  - b. The Firm warrants that it has the necessary resources, skills, expertise and experience required to carry out the services in terms of this Agreement and will use reasonable care and skill in the execution of its services under this Agreement.
  - c. Obtain LAW FOR ALL's prior written consent before:
    - i. providing services or incurring expenses not agreed to by LAW FOR ALL in the original written instruction;
    - ii. appointing any correspondent or legal practitioner not employed by the Firm;
    - iii. charging LAW FOR ALL policyholders any additional fees.
  - d. Indemnify LAW FOR ALL against claims by policyholders, where claims are based on damages suffered as a result of any deliberate/negligent action or conduct by the Firm's legal practitioners and/or staff.
3. **LAW FOR ALL's responsibilities:**
  - a. Remunerate the Firm for legal services provided to LAW FOR ALL policyholders in accordance with the written instruction received from LAW FOR ALL in each matter.
  - b. Indemnify the Firm against any claims by LAW FOR ALL policyholders, where claims are based on damages suffered because of any deliberate/negligent action or conduct by LAW FOR ALL's management or staff.

#### 4. Acceptance of Addendums:

Please tick that you have read and accepted the relevant Addendums. Only tick Addendum 3 and 4, if they are applicable to you.

- |   |   |
|---|---|
| <input type="checkbox"/> We agree to Addendum 1 | <input type="checkbox"/> We agree to Addendum 4 |
| <input type="checkbox"/> We agree to Addendum 2 | <input type="checkbox"/> We agree to Addendum 5 |
| <input type="checkbox"/> We agree to Addendum 3 |   |

*Full name of duly authorized representative*

*Signature*

*Date*

*Place*

## Terms & Conditions



LAW FOR ALL has Binder Agreements with the following Insurers:  
Absa Insurance Company, Guardrisk Insurance, Vodacom Insurance, Bidvest Insurance and several companies of the Telesure Group (including Auto&General, DialDirect, First for Woman, Virseker, Budget etc.).

1. Claims settlement forms part of LAW FOR ALL's binder functions and entails the approval/rejection of claims, as well as the settlement of claims with service providers.
2. When a LAW FOR ALL policyholder's litigation claim is approved, it means that LAW FOR ALL (on behalf of the relevant Insurer/ Underwriter) appoints a legal service provider (i.e. the Firm) to represent the policyholder in their legal matter. LAW FOR ALL then settles the service provider's account in accordance with the approved claim stipulations.
3. The approval of claims is subject to policy terms and conditions, which contain certain limitations and exclusions.
4. After LAW FOR ALL's claims assessor has assessed the claim, it is either approved (i.e. a legal practitioner is instructed and paid on behalf of the policyholder) OR rejected (i.e. the policyholder will not be covered and will be responsible for all legal fees).
5. Every legal matter reported to LAW FOR ALL by a policyholder, will adhere to the following procedures:
  - a. Basic legal advice provided when instruction is taken (services provided inhouse);
  - b. Informal mediation is attempted to settle the matter (services provided inhouse);
  - c. If mediation is not possible or where it was unsuccessful, the matter is referred to LAW FOR ALL's Litigation Claims Department to consider a claim for appointing a legal practitioner to represent the LAW FOR ALL policyholder;
  - d. If approved, the Firm will be instructed to represent the policyholder, subject to the Service Level Agreement, as well as the contents of the written instruction to be sent through stipulating the services required and agreed fees;
  - e. If rejected, the policyholder will be given the option to be referred to the Firm at their own cost, in which case the Firm will assist the client and only charge the fees as agreed between the Firm and LAW FOR ALL prior to the referral.

# Important Information

## Addendum 1 - Service Level Agreement

6. LAW FOR ALL will only settle the Firm's legal fees if it is in accordance with the written instruction received from LAW FOR ALL. The Firm may under no circumstances charge the policyholder any additional fees, unless agreed to by LAW FOR ALL in writing.
7. The Firm must:
  - a. provide LAW FOR ALL with monthly progress reports on each matter where LAW FOR ALL approved the policyholder's claim;
  - b. provide LAW FOR ALL with interim accounts on a regular basis;
  - c. adhere to LAW FOR ALL's invoicing requirements as accounts will only be settled if received in line with such requirements;
  - d. immediately inform LAW FOR ALL of any new evidence which may affect the outcome of the policyholder's case, as it could influence cover under the policy. Please note that Prospect of Success (i.e. to win the case) is one of the considerations when a claim is considered. The applicable policy wording reads as follows:



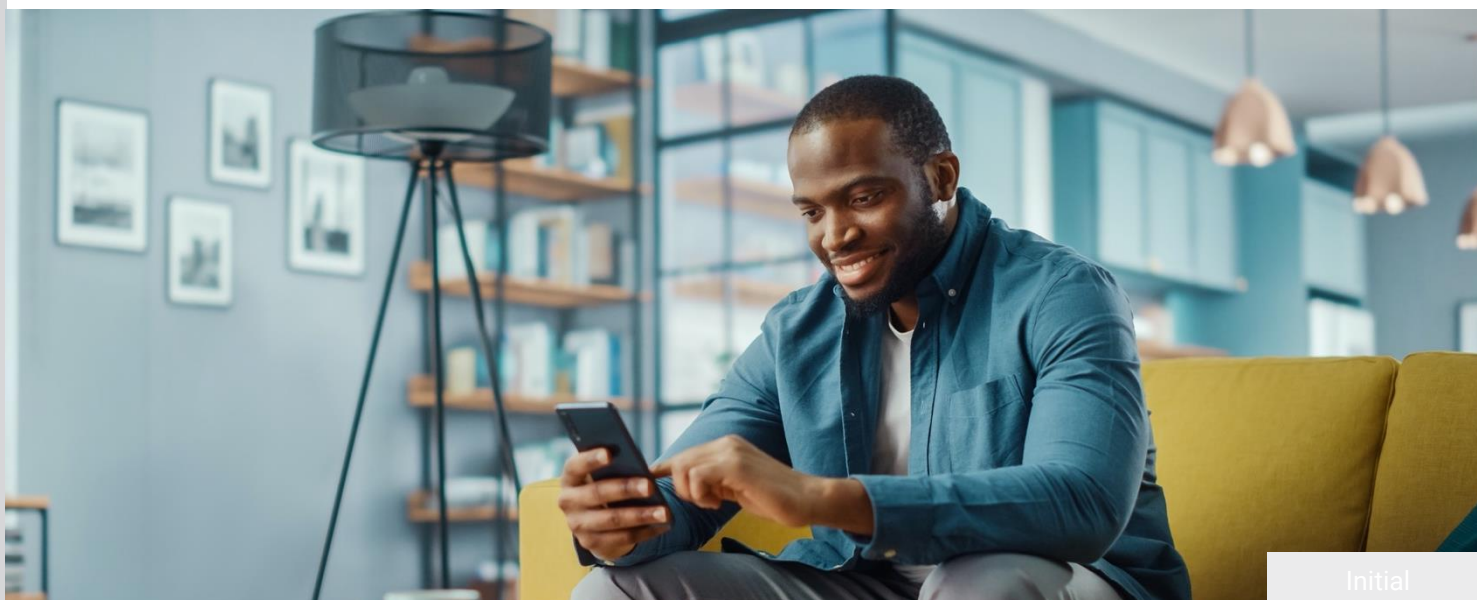
**Prospect of Success:** A good chance of winning a case, based on: (i) other similar cases that have taken place in South Africa; and (ii) an assessment of the merits of your case by LAW FOR ALL's Merits Committee or any legal practitioner appointed by LAW FOR ALL to provide a professional opinion about your chances to succeed with your claim or defence. Failure to provide LAW FOR ALL with sufficient evidence that you have good merits to be successful will mean that your matter lacks the prospect of success and your claim will be rejected.

8. Where a LAW FOR ALL policyholder is responsible for their own legal fees due to a policy exclusion or reached their annual cover limit, the Firm is encouraged to enter into a fee agreement with the policyholder and obtain deposits or make financial arrangements beforehand, as LAW FOR ALL will not be held responsible for any outstanding invoices that our policyholders fail to settle.
9. Invoices are settled four weeks after receipt. To avoid delays, please send regular process reports and invoices. Also ensure the invoice is in accordance with LAW FOR ALL's tariffs as per the instruction letter, as invoices which are not, will be taxed accordingly. When submitting invoices to LAW FOR ALL, you are required to submit them in line with SARS requirements (please see clause 10 below.)

# Important Information

## Addendum 1 - Service Level Agreement

10. Invoices must clearly state that it is an invoice (.i.e the words “tax invoice”, “VAT invoice “ or “invoice” should be at the top of your invoice.
  - ✓ The invoice must be made out to LIPCO Group (Pty) Ltd
    - Registration Number: 2001/014508/07
    - VAT Number: 4540209105
    - Address: 2 Oxbow Crescent, The Estuaries, Century City, 7441
  - ✓ The invoice should contain all your details (registered name, address, banking details and your VAT number (if you are registered for VAT).
  - ✓ The invoice must be dated and numbered.
  - ✓ The invoice should set out services rendered, and only those that have been approved in writing by our office.
  - ✓ Indicate VAT charged (only if you are registered for VAT).
11. LAW FOR ALL can’t guarantee any of its panel attorneys that they will receive instructions on a regular basis as it fully depends on where matters arise and which matters are covered.
12. Any complaints lodged against the Firm by policyholders are regarded in a very serious light and can result in the Firm being struck from the Panel Attorneys list. Each complaint is carefully investigated and a report filed with LAW FOR ALL’s Internal Ombudsman. The Firm is encouraged to respond to any complaint queries immediately and accurately.
13. Referring work to the Firm will be subject to signing the Service Level Agreement and providing a BEE certificate or sworn affidavit, as well as the Firm’s Fidelity Fund Certificate.
14. The Firm must indicate which courts it is willing to attend for LAW FOR ALL purposes.



## Fee Structure

Addendum 2 – Service Level Agreement

### Please Note:

All fees are VAT inclusive

Travelling expenses reimbursed at R5.50 /km.

Travelling time per return trip reimbursed at R250 under 100km or R500 over 100km

Initial  
Here

## Bail

<b>R500</b>	Initial instruction/Consultation
<b>R550</b>	FIRST THREE postponements
<b>R500</b>	ALL postponements thereafter
<b>R1500</b>	After-hour bail application
<b>R750</b>	After-hour bail call-out fee (Once-off)
<b>R1000</b>	Unopposed bail application

### Opposed bail application

#### Schedule 5 & 6 matters only

<b>R2400</b>	FIRST day of trial
<b>R1710</b>	Each day thereafter

### All other opposed bail applications

<b>R2000</b>	FIRST day of trial
<b>R912</b>	Each day thereafter

## Criminal trials

<b>R500</b>	Initial instruction/Consultation
<b>R550</b>	FIRST THREE postponements
<b>R500</b>	ALL postponements thereafter
<b>R570</b>	Withdrawal of charges
<b>R850</b>	Written representation/Mediation
<b>R850</b>	Guilty plea
<b>R330</b>	Removal/struck from roll
<b>R800</b>	Trial day booked

### Magistrates Court

<b>R2400</b>	First day of trial
<b>R1710</b>	Each day thereafter

### Regional Court

<b>R2600</b>	First day of trial
<b>R1910</b>	Each day thereafter

### High Court

High Court party and party scale

## Divorces

### Unopposed divorces

<b>R5000</b>	<b>All-inclusive</b> provided the divorce is granted
<b>R2500</b>	<b>All-Inclusive</b> matter finalised before divorce is granted

### Divorce on behalf of the plaintiff

**R10 000 All-inclusive** made up as follows:

<b>R2000</b>	Summons, return of service
<b>R1500</b>	Summons up to close of pleadings
<b>R3000</b>	Close of pleadings up to completed pre-trial
<b>R3500</b>	Trial up to divorce order

### Divorce on behalf of the defendant

**R10 000 All-inclusive** made up as follows:

<b>R2000</b>	Instruction up to plea
<b>R1500</b>	Plea up to close of pleadings
<b>R3000</b>	Close of pleadings up to completed pre-trial
<b>R3500</b>	Trial up to divorce order

### Please note:

Your account will be settled at the relevant litigious stage

## Antenuptial agreements

**R3020 All-inclusive** made up as follows:

- Consultations
- Advice about matrimonial systems
- Drafting documents
- Signing documents
- Photocopies (where necessary)
- Notarising
- Lodging and registration
- Informing policyholder when registered contract is ready for collection

## Fee Structure

Addendum 2 – Service Level Agreement

### Please Note:

All fees are VAT inclusive

Travelling expenses reimbursed at R5.50 /km.

Travelling time per return trip reimbursed at R250 under 100km or R500 over 100km

Initial  
Here

### Maintenance

<b>R500</b>	Initial instruction/consultation
<b>R550</b>	FIRST THREE postponements
<b>R500</b>	ALL postponements thereafter
<b>R1710</b>	FIRST day of hearing
<b>R1140</b>	Each day thereafter

### Rescission of judgment

#### Magistrates Court

**R3000 All-inclusive** unopposed

**R4500 All-Inclusive** opposed

#### High Court

High Court party and party scale

### Civil litigation

#### Magistrates Court

Magistrates Court party and party scale

#### High Court

High Court party and party scale

### Warrant of execution

**R1500 All-inclusive** plus necessary disbursements, e.g. traveling and sheriff's costs

### Protection orders

Magistrate Court party and party scale B

Please note: This tariff applies to all protection order matters

### Labour court

High Court party and party scale

### CCMA arbitration

<b>R500</b>	Initial instruction/consultation
<b>R550</b>	FIRST THREE postponements
<b>R500</b>	ALL postponements thereafter
<b>R1500</b>	Consultation, perusal of documents, copies, indexing, and pagination.
<b>R1125</b>	Preparation for arbitration
<b>R1710</b>	FIRST day of hearing
<b>R1140</b>	Each day thereafter

### Additional services (requires pre-authorisation)

- Counsel fees
- Pre-trial conferences
- Pre-arbitration hearings
- Correspondent fees
- Interlocutory applications
- Execution fees (First warrant of execution issued but unsuccessful)
- Security for execution
- S65 Financial enquiry proceedings
- Tracing agent fees
- All forms of service other than by the Sheriff of the Court (E.g. Substituted Service, Edictal Citation, etc.)
- Payment of cost orders awarded against policyholder
- Expert witness fees and reports
- Written representations
- Identity parades
- Appeal/review proceedings
- Consultation, perusal, indexing and pagination fees
- Drafting of heads of argument
- Preparation fees (Criminal, maintenance, disciplinary hearing, CCMA/Bargaining Council)
- Drafting of application, subpoena and witness subpoena via email (Arbitration)
- Waiting time at court

**NB: This list is not exhaustive**

**Account or fee related questions?**  
Kindly email our Accounts Department  
accounts@lawforall.co.za



## Terms & Conditions

1. This addendum is only applicable to Firms that provide conveyancing services.
2. Please be advised that LAW FOR ALL offers its policyholders a discount of up to 60% on transfer and bond registration fees (not transfer duty) when purchasing immovable property. Policyholders must make use of a conveyancer appointed by LAW FOR ALL.
3. The discount percentage is dependent on the actual purchase price of the property.
4. By signing our Service Level Agreement the Firm agrees to provide this benefit to LAW FOR ALL policyholders, unless specifically instructed otherwise in writing by an authorised LAW FOR ALL representative.
5. Please note that purchase of immovable property matters are done on a referral basis. Policyholders are therefore personally responsible for the payment of your account and we request that you discuss your fees and disbursements with them, beforehand.





## Terms & Conditions

Although LAW FOR ALL strives at all times to have a good relationship with our Panel Attorneys, certain conditions would warrant removal from the Panel. Grounds for possible removal include:

1. Clear unethical behaviour by the Firm in relations to LAW FOR ALL Policyholders. i.e.:
  - a. Requesting additional funds from them while being contracted by LAW FOR ALL.
  - b. Not appearing for them despite having been instructed by LAW FOR ALL to attend to the matter.
  - c. Charging of fees for work that was not physically done by the Firm.
  - d. Providing false information regarding the progress or merits of a case.
2. Failure on the side of the Firm to provide progress reports on an ongoing matter for a period of **2 (two) months** or more where progress reports were requested
3. Continuous overcharging for services provided despite agreeing to charge LAW FOR ALL tariffs.
4. Arriving late for hearings.
5. The Firm will first be notified of LAW FOR ALL's intention to strike them off the Panel and will be provided with an opportunity to respond to the notification within **7 (seven) days**.
6. Failure to respond to the notification within the designated time period would result in immediate removal.
7. If the Firm provides a response, it will be considered by the Litigations Committee and the Firm will be notified of the decision within another **7 (seven days)** of receipt of the response.
8. The removal or addition of the Firm to LAW FOR ALL's Panel remains within the discretion of LAW FOR ALL.
9. Requests for voluntary removal from the LAW FOR ALL Panel must be sent to [accounts@lawforall.co.za](mailto:accounts@lawforall.co.za).
10. It is the Firm's duty to inform LAW FOR ALL if they cease practice for whatever reason.

The Firm undertakes to always act in the LAW FOR ALL policyholder's best interest and cooperate with LAW FOR ALL to transfer a file to another service provider when the Firm is removed from the LAW FOR ALL panel or whenever such transfer is requested by LAW FOR ALL.

## Terms & Conditions

1. Where any Party receives personal information as defined in *Protection of Personal Information Act 4 of 2013* (POPIA), it must ensure that it fully complies with the provisions of the Act and only deal with the personal information to fulfil its obligations under this Agreement.
2. Any personal information received may not be further processed or disclosed without the consent of the disclosing Party. Both Parties understand and agree, that each Party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with POPIA, and may prevent the other Party, any of its agents or subcontractors, or any third party who have received records from that Party, from violating this Agreement.
3. Each Party further understands that violation of the provisions dealing with POPIA may subject that Party to applicable legal penalties, including those provided under POPIA.
4. After this Agreement has been terminated, the receiving Party of either Party's personal information must return same or at the discretion of the disclosing Party of such personal information, destroy such personal information, and not retain copies, samples or excerpts thereof, within **30 (thirty)** days.
5. Should the disclosing Party elect for the personal information to be destroyed, the receiving Party must, within **10 (ten)** days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.

