



STANDARD TERMS OF BUSINESS

VERSION NUMBER: 2026.01

EFFECTIVE: 01 January 2026

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1. Definitions

- 1.1. **“Firm”, “Hutchinson Attorneys”, “Hutchinson Attorneys Inc”, “Hutchinson Attorneys Incorporated”, “we” or “us”** means Hutchinson Attorneys Inc, Registration Number 2017/342564/21, a personal liability company incorporated and registered as such in terms of the Companies Act 71 of 2008 of the Republic of South Africa.
- 1.2. **“Client” or “you”** means the juristic or natural person instructing the Firm, including any natural person holding themselves out to be a representative of the Client, and for avoidance of doubt, is deemed to be the name of such person that appears on any documentation - including but not limited to, any correspondence, invoice, or statement of account - issued by the Firm to whom it is addressed to.

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- 1.3. **"FICA"** means the Financial Intelligence Centre Act 38 of 2001 and the regulations, rules and directives made thereunder.
- 1.4. **"LPA"** means the Legal Practice Act 28 of 2014 and the regulations, rules and codes of conduct made thereunder.
- 1.5. **"Instruction"** or **"Client's Instruction"** means the Legal Services which the Firm is directed to perform for the Client that is communicated in writing or orally by the Client and implicitly includes all work actually performed by the Firm necessary to give effect to the Client's objectives or preferred outcomes.
- 1.6. **"Legal Services"** or **"services"** means the work done by any employee or member of the Firm for the Client, in particular, professional legal services rendered by a legal practitioner in terms of the Legal Practice Act 28 of 2014, and includes, but is not limited to, the rendering of legal advice and the performance of all necessary and administrative activities relating to litigation, conveyancing and the administration of estate.
- 1.7. **"Letter of Engagement"** or **"engagement letter"** means written correspondence prepared by the Firm, irrespective of form, that is delivered by hand or electronic means to the Client, and that records in writing a summary of the Client's Instruction and the Mandate.
- 1.8. **"Mandate"** means the contractual relationship between the Firm and the Client, as between attorney and client, the essential and express terms of which are recorded in the Standard Terms of Business. Said terms may either be supplemented with additional written terms as recorded in the Letter of Engagement - or - amended or superseded in whole or part by a separate written agreement signed by a representative of the Firm and the Client.
- 1.9. **"POPIA"** means the Protection of Personal Information Act 4 of 2013 and the regulations, rules and codes of conduct made thereunder.
- 1.10. **"Trust Account"** means a type of bank account more fully described in section 86 of the LPA. A trust account is used where a Client makes a deposit to the Firm to cover the costs of Legal Services to be rendered. The Client is entitled to be repaid any unused money in the event that the Mandate is terminated.
- 1.11. **"Standard Terms of Business"**, **"Terms of Business"** or **"Terms"** means this document which records and details the essential and express terms of the Mandate between the Firm and the Client.

2. Scope of Mandate

- 2.1. The Mandate between the Firm and the Client will commence when the Firm confirms in writing that it has accepted the Client's Instruction.
- 2.2. The Standard Terms of Business will govern the performance of any Legal Service rendered by the Firm to the Client. The Terms may only be amended, varied, supplemented, or superseded, by the execution of a written agreement for such

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purpose, or such purposes as the case maybe, signed by a representative of the Firm and the Client (either personally or by a representative of the Client); except in so far as the Terms permit such written variation without the need to execute a separate written agreement.

- 2.3. Depending on the nature of the Client's Instruction, the Firm may issue the Client with a Letter of Engagement. Should a Letter of Engagement detail additional terms that will govern the Mandate, then:

2.3.1. If the Letter of Engagement contains a term that is not present in the Standard Terms of Business, then that term shall be binding on the Firm and the Client; and

2.3.2. In the event of a contradiction or conflict between the Standard Terms of Business and the Letter of Engagement, then the Terms will prevail.

- 2.4. In the event that no Letter of Engagement has been prepared, then the Standard Terms of Business will bind the Firm and the Client absolutely, upon commencement of the Mandate, to the exclusion of any other written or oral agreement or terms; notwithstanding the absence of the signature of one or both parties to the Terms, and except in so far as the Terms permit written variation.

3. Conflicts of Interest

- 3.1. The Firm will conduct a conflict check before rendering any services to the Client. A conflict of interest arises when any service the Firm renders to the Client would be detrimental to an existing client or would otherwise prevent the Firm from acting independently.
- 3.2. If the Firm identifies that a potential conflict of interest may arise, were we to accept the Client's Instruction, then the Firm may decline to accept the Instruction should it be impossible for the Firm to mitigate such potential conflict.
- 3.3. If an actual conflict of interest arises after the commencement of the Mandate, the Firm may unilaterally withdraw from the Mandate in accordance with the LPA if it is impossible for the Firm to mitigate such actual conflict.

4. Financial Intelligence Centre Act 38 of 2001

- 4.1. The Client acknowledges that the Firm is required by FICA to conduct identity checks and risk ratings of all persons who the Firm renders Legal Services to.
- 4.2. The Client will, at a minimum, provide the Firm with copies of the identity document and proof of residence of the Client, including a representative of the Client, when requested to do so by the Firm.
- 4.3. The Client also undertakes to complete all documentation and questionnaires that the Firm requests the Client to complete during the course of a matter.

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5. Fees

- 5.1. The Firm will charge a fee per hour for Legal Services - to be known as an **"Hourly Fee"** - for Services rendered to the Client unless a Letter of Engagement or other written agreement provides that a different fee structure will apply to the matter.
- 5.2. The Hourly Fee rate will be:
 - 5.2.1. From **1 January - 28 February 2026: R850.00** per hour.
 - 5.2.2. From **1 March 2026 - 28 February 2027: R900.00** per hour.
 - 5.2.3. From **1 March 2027 - 29 February 2028: R950.00** per hour.
- 5.3. The Firm may, in its sole and absolute discretion, choose to charge fixed fees that have been predetermined by the Firm - to be known as a **"Fixed Fee"** - which the Firm may charge either alone, or, in combination with an Hourly Fee, a Tariff Fee, or both.
- 5.4. The Firm may, in its sole and absolute discretion, choose to charge according to a predetermined set of fixed fees - to be known as a **"Tariff Fee"** - that are published by a professional or government body or otherwise prescribed by law.
- 5.5. The Firm may, in its sole and absolute discretion, choose to agree a fee amount with the Client - to be known as an **"Agreed Fee"** - by which the Firm will charge for all work or a portion of work done, irrespective of time spent, and which the Firm may charge either alone, or, in combination with an Hourly Fee, a Tariff Fee, or both.
- 5.6. The Client may only claim the benefit of a "Tariff Fee", "Fixed Fee" or "Agreed Fee", as described above, should the Firm confirm the same in writing to the Client by way of a Letter of Engagement or otherwise (in which case this will be a permitted variation of the Terms). Should no such written confirmation exist, then the Firm's Hourly Fee will be applicable.

6. Disbursements

- 6.1. The Firm may pay on behalf of the Client any costs that are necessary to be paid to a third party in order for the matter to proceed. Such costs include, but are not limited to, postage and courier fees, fees payable to the Master of the High Court, a Deeds Registry, a Court or a Tribunal, or the Sheriff of the Court.
 - 6.2. If the cost of a disbursement is significant, then the Firm may defer payment until it has received a sufficient deposit from the Client to cover the cost of the same. The Firm will not be liable for any financial loss or otherwise that the Client may incur due to the Client's delay in making the deposit.
 - 6.3. The Client will still be liable to pay the Firm for a disbursement that the Firm actually paid for without obtaining a deposit first. All disbursements paid by the Firm will be detailed on an invoice or statement of account rendered to the Client.
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7. Cost Estimates and Deposits

- 7.1. The Firm will endeavour to provide the Client with an estimate of the costs that they can expect to incur during the lifetime of the matter, especially if the nature of the Legal Service is that such costs can be accurately estimated (e.g. conveyancing).
- 7.2. In the event that, especially owing to uncertainty as to the expected length and outcome, the nature of the matter is such that it will be difficult or impossible for the Firm to provide a complete cost estimate, then the Firm will still endeavour to provide the Client with a cost estimate, or estimates, of the Legal Services that the client can expect the firm to charge for as part of the matter.
- 7.3. The Firm may render a costs estimate in the form of a “quotation” or “pro forma account”, alternatively the Firm may describe such estimate in writing regardless of form.
- 7.4. The Firm may require the Client to make an initial deposit into the Firm’s trust account of fifty (50%) the total amount set out in the cost estimate before commencement of the matter, and if necessary, the Firm may request further deposits to cover the balance of the cost estimate, or fifty (50%) of a new cost estimate, before continuing to render Legal Services; especially if the initial deposit has been exhausted. The Firm reserves the right to suspend any Legal Service being rendered to the Client until such deposit has been paid.
- 7.5. The Firm reserves the right to hold any deposit paid, including any initial deposit, in its trust account, as security for fees and disbursements to be incurred (“**Security Deposit**). Should the Firm elect to do so, by confirming the same in writing to the Client, then the Client will still be liable to pay in full any invoice or statement of account presented to the Client despite the Firm holding the Security Deposit.
- 7.6. The Client acknowledges that all interest earned on the deposit must be paid to the Legal Practitioner’s Fidelity Fund in terms of section 85(5)(a) of the LPA, the Client not being entitled to the benefit of same, unless the Client signs an investment mandate in terms of section 85(4) of the LPA. In the latter case the Client will be entitled to the balance of all interest accrued after a deduction of an amount of five percent (5%) of the interest accrued each month that must be paid to the Fund in terms of section 85(5)(b) of the LPA, and any other agreed deductions.

8. Invoicing and Payment

- 8.1. The Firm may render a monthly invoice to the Client for Legal Services rendered, usually on the last day of the month in which those Services were rendered. Where the Firm charges an Hourly Fee, invoices may be rendered in this manner.
- 8.2. If the Firm has elected not to charge an Hourly Fee, and most especially if the Firm will charge a Tariff or Agreed Fee, then the Firm may elect to invoice according to a payment schedule while the matter progresses, or, invoice the whole Tariff or Agreed Fee upon termination of the Mandate. The Firm will endeavour to inform the Client of such arrangements in a Letter of Engagement or such other writing.

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- 8.3. The Client must make payment into the Firm's bank account (details of which will be provided on the invoice) by the due date set out on the invoice, alternatively, if there is no due date, then the invoice is due and payable on presentation to the Client.
- 8.4. The Firm reserves the right to refuse to accept payment in cash, most especially since any payments by the Client in cash that exceed the prescribed threshold by FICA (currently, R50 000.00 or more) must be reported to the Financial Intelligence Centre. The Clients are therefore encouraged to make all payments by electronic funds transfer (**EFT**).
- 8.5. The Firm may elect to charge interest on any amount that Client has not paid within fourteen (14) days of the date of the invoice presented to the client. The rate of interest will be published from time to time in terms of the Prescribed Rate of Interest Act 55 of 1975 (currently, 10.50 % per annum).
- 8.6. If payment is still outstanding (either in full or in part) within thirty (30) days of the due date of an invoice or statement of account, then the Firm may elect to terminate the Client's matter. The Client will still be liable to pay any outstanding amount.
- 8.7. If payment is still outstanding (either in full or in part) within sixty (60) days of the invoice due date then the Firm may commence legal action against the Client without notice; regardless as to whether the Firm has terminated the Mandate or not.

9. Client Co-operation with the Firm

- 9.1. The Firm renders Legal Services based on the Firm's understanding of the law as it applies at the time such Services are given, and, based on the facts and documents that the Client has disclosed to the Firm.
- 9.2. Should the Firm have reason to believe that the information that the Client has provided is inadequate, then the Firm may choose to suspend the rendering of Legal Services to the Client until the Client produces further information or documents that the Firm has requested to advance the matter.
- 9.3. The Firm will not be liable for any incorrect advice provided to the Client on the basis of inadequate or false information that the Client has given to the Firm.
- 9.4. The Firm records that, a firm of attorneys, it has professional duty to the court as well as the Client. If the Firm becomes aware that the Client has misled, or intends to mislead, the court in any way then the Firm will advise the Client to bring this to the attention of the court. If the Client refuses to do so then the Firm reserves the right to cease acting for the Client and terminate the Mandate.

10. Communication between the Firm and the Client

- 10.1. The Firm will use email as its main method of communication with the Client to obtain instructions and keep the Client informed on the progress of the matter. The Firm will only post or courier hard copy documents where signature is required on paper and returned to us, or, original hard copies are being handed over.

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- 10.2. Clients may call or visit the Firm during its **ordinary business hours**, presently **09:00 - 18:00** (9AM - 6PM) on **Monday to Friday**, and **by appointment only** on **Saturday** between **10:00 - 14:00** (10AM - 2 PM).
- 10.3. The Firm's offices do not open on public holidays and we generally close for two (2) weeks for the Christmas period in December. Except in the case of an emergency or due to urgency, the Client is kindly requested to refrain from contacting employees or members outside ordinary business hours.
- 10.4. Meetings in person may be necessary for the matter to proceed. The Client and the Firm agree to arrange meetings between them as quickly and as practicable as possible so as not to delay a matter. Where possible, the meetings may be conducted using remote video communication (e.g. using Zoom or WhatsApp).
- 10.5. The Firm will not be liable for any financial loss or other, or any delay, that the Client may suffer as a result of the Client failing to attend a prearranged meeting.
- 10.6. The Firm maintains a WhatsApp account and also makes limited use of the Short Messaging Service (SMS) to facilitate ease of communication with the Client. Notwithstanding, the Firm may in its absolute discretion choose to suspend such methods of communication and revert to the use of email and telephone exclusively.
- 10.7. Should the use of WhatsApp or SMS prove to be detrimental to the attorney and client relationship between the Firm and the Client, notwithstanding that the Firm elected to communicate with the Client via WhatsApp or SMS in the first instance, then, the Firm may insist that the Client communicate with the Firm exclusively by email and telephone. In such a case, the Firm will not be liable for any financial loss or otherwise that the Client may incur should the Client continue sending messages via WhatsApp (or SMS) or should the Client refuse or fail to take steps to communicate with the Firm via email or telephone.
- 10.8. In the event that the Mandate is terminated, for whatever reason, then the Firm will retain ownership of all email, telephone, WhatsApp and SMS records and shall maintain them to the best of the Firm's ability for the mandatory period of time prescribed by law for that purpose.
- 10.9. In the unlikely event that staff or members of the Firm are the target of abusive messages sent via email, WhatsApp or SMS, then the Firm reserves the right to block the sender (even if the sender is the Client) and terminate the Mandate, and take such legal action that it deems necessary to protect such staff or members.
- 10.10. The Electronic Communications and Transactions Act 2002 applies to the Mandate and any correspondence between the Firm and the Client. In particular, correspondence is deemed to have been received by the person to whom it is addressed when:
- 10.10.1. If delivered by hand, upon leaving it at the addressee's nominated address or otherwise handing it over to a person apparently in charge of that address;
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10.10.2. If sent by registered post, five (5) working days after postage to the addressee's nominated address;

10.10.3. If sent by email, or other electronic means, twenty-four (24) hours after such a message is sent to the addressee's nominated email address or such other electronic identifier.

11. Cyber Crime

11.1. Notwithstanding that email is a reliable and secure method of communication, there will be situations where the Firm will have to communicate with the Client telephonically before taking action (e.g. when paying out funds to the Client) due to the inherent risks of email being intercepted or not being received.

11.2. The Firm and the Client undertake to exercise extra caution (e.g. check the sender's email address carefully) when sending and receiving sensitive documents (e.g. bank details) via email, and if necessary, use alternative methods (e.g. WhatsApp) instead.

11.3. Should the Client receive a communication advising that the Firm's banking details have changed, or a request from the Firm for payment of a sum of money, then the Client undertakes to contact the Firm by phone to verify that the communication is genuine.

11.4. The Firm may in its absolute discretion deem that certain documents are at a high risk of interception due to their content (e.g. the Firm's trust account bank details), and if so, then the Firm may password protect any electronic documents of this nature sent to the Client by email.

11.5. The Firm may in its absolute discretion use alternative electronic means to send documentation to the Client (e.g. via a cloud service or WhatsApp) instead of via email. Likewise, the Firm may insist that the Client only send such documentation via such alternative electronic means instead of via email.

11.6. The Firm will not be liable for any financial loss or otherwise to the Client should the Client: refuse or fail to use alternative electronic means to transmit documentation to the Firm instead of via email, or, fail to contact the Firm telephonically to verify the Firm's banking details prior to payment, or, not answer a call when the Firm repeatedly contacts the Client telephonically to verify the Client's bank details prior to making a payment to the Client.

12. Use of Advocates and Third Party Professionals

12.1. The Firm may recommend to the Client a third party professional be instructed should specialist knowledge that is outside the Firm's area of expertise be required. Such professionals may include, but are not limited to, an Advocate, accountant, tax practitioner, property practitioner, bond or cancellation attorney, electrician, entomologist, investment or financial advisor.

12.2. Unless the Client instructs the Firm to commence or defend a case in the High Court of South Africa, the Firm does not foresee that an Advocate will need to be instructed in any matter. If it is foreseeable that the services of an Advocate may be required for a particular Legal Service (e.g. litigation), then details as to the likelihood

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that an Advocate will need to be instructed will be provided in the Firm's Letter of Engagement or such other writing.

- 12.3. If the Firm has to physically perform an action at a significant distance from the Firm's business address (e.g. registration in a Deeds Registry or appearance at a Court situated outside of the eThekweni Metropolitan area), then the Firm may instruct a correspondent attorney to render such actions on the Firm's behalf.
- 12.4. The Client authorises the Firm to engage all necessary third party professionals as are required, provided that, where there is a likelihood that doing so will result in the Client incurring additional costs, the Firm will advise the Client of such potential costs and to obtain the Client's consent to the incurring of such costs.
- 12.5. The Client may have to enter into a separate contractual relationship, independent of the Client's Mandate with the Firm, with a third party professional so instructed if the professional rules of such a third party require it. The Client agrees to sign all documents needed to instruct the third party professional, provided that the Client will always be free to refuse to instruct a third party recommended by the Firm and instead instruct a third party of the Client's choice.
- 12.6. In all cases, notwithstanding the Firm's instruction or recommendation of a third party professional, the Firm will not be liable for the acts or omissions of a third party professional that the Firm instructs, regardless of whether the Client's consent was obtained or not, and further, the Firm is not liable for any financial loss or otherwise suffered by the Client for failing to instruct a third party professional when there is a clear need to do so.

13. Confidentiality

Any information or documentation provided to the Firm by the Client will be treated as confidential and is protected by legal professional privilege. This means that the Firm cannot release such information or documentation to the court or any other party without the Client's express permission. The Firm will only disclose information or documentation without the Client's express consent if required to in terms of the LPA or by law.

14. Protection of Personal Information Act 4 of 2013

- 14.1. The Firm will treat the Client's personal information and any documents given to the Firm by the Client with the strictest confidence and we will only use the same for carrying out the Client's Instruction and adhering to the terms of the Mandate.
- 14.2. The Client is deemed to consent to the processing of the Client's personal information by the Firm in terms of POPIA when the Client furnishes such personal information to the Firm, regardless of whether this was done on the insistence of the Firm or of the Client's own accord.
- 14.3. The Firm will observe all processing conditions prescribed by POPIA. In particular, the Firm will only give such information as is necessary to third-parties that the Firm must engage with to perform a particular Legal Service. For example, the Client's personal information will have to be shared with a Deeds Registry or Court to

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register a transfer or commence a case but the Firm will not share the Client's personal information with marketing agencies.

- 14.4. The Firm's privacy policy, and further details concerning how the Firm will process and protect a Client's personal information, and further, how the Client can access and deal with such personal information, is set out in the Firm's manual published in terms of section 51 of the Promotion of Access to Information Act that is available on the Firm's website (www.hutchinsonlaw.co.za/terms) or in hard copy upon request.

15. Termination

- 15.1. The Mandate will subsist:
- 15.1.1. On a month to month basis until terminated by both parties by consent, or, upon a written notice of termination by one party to the other party; or
 - 15.1.2. If the Client has instructed the Firm to perform a specific Legal Service (e.g. conveyancing or litigation), unless agreed otherwise, until that Legal Service has been concluded (e.g. registration of transfer or conclusion of a case), or it becomes impossible for the Firm to continue performing (e.g. the transfer is cancelled or the case is withdrawn); or
 - 15.1.3. If the Client and the Firm have concluded a separate written agreement, subject to the terms of that agreement.
- 15.2. Notwithstanding, should the Client wish to instruct another legal practitioner or otherwise attend to the matter personally, then the Mandate shall terminate upon the delivery of the documents in the matter by the Firm to the other legal practitioner or the Client.
- 15.3. The Firm may unilaterally terminate this Mandate at any time if:
- 15.3.1. Any fees and disbursements remain unpaid by the Client. Notwithstanding, the Client remains liable for fees and disbursements incurred up to the date of termination that remain unpaid.
 - 15.3.2. The Firm receives an Instruction that is actually or potentially contrary to the LPA, or, would otherwise result in a breach of the LPA, or, if there is a breakdown of trust between the Firm and the Client, or, if there is an actual or potential conflict of interest.

16. Retention of Documents

- 16.1. The Firm must retain all personnel information and documentation collected and produced during the performance of the matter for a mandatory period of time prescribed by law for that purpose. This will include all hard copy documents retained in a physical file and all electronic documents stored as a data message on a local or remote computer system. In terms of the LPA, that period of retention is seven (7) years from the date of termination of the Mandate. Thereafter, such documentation may be destroyed by the Firm without notice to the Client.
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- 16.2. In the event that the Client wishes to instruct another legal practitioner or otherwise attend to the matter personally, the Firm reserves the right to retain all hard copy and electronic documents for a matter pending settlement of outstanding fees.

17. Limitation of Liability

The Firm's liability for any claim against it by the Client shall be limited to the extent permitted by South African law. The Firm shall not be liable for indirect or consequential loss, including loss of profit or opportunity suffered by the Client.

18. Intellectual Property

Anything created by the Firm during the course of the Mandate, including but not limited to, hardcopy or electronic documents and materials, remains the intellectual property of the Firm and the Client receives a non-exclusive licence to use such material solely for the specific matter and the Client's personal use.

19. Regulatory Information

- 19.1. This Firm is registered with the Legal Practice Council: <https://lpc.org.za>. Further information about the Council and the Firm is available on the Council's website.
- 19.2. Any deposits paid to us, especially deposits for fees, are known as "**trust money**". The Firm is required to hold such deposits in a special type of bank account called a "**trust account**". The Firm is prohibited from transferring trust money to its business bank account until Legal Services have actually been rendered to the Client. Compensation for misappropriation of trust money by an employee or member of the Firm is covered by the Legal Practitioners Fidelity Fund: <https://www.fidfund.co.za/>.
- 19.3. The Firm's professional indemnity insurance is provided by the Legal Practitioners Insurance Indemnity Fund: <https://lpiif.co.za/>. Cover is provided so long as the Firm maintains a current Fidelity Fund Certificate. Cover is limited to those limits set out in the Fund's Current Master Policy (currently, R1,562,500.00 for the Firm). A copy of the Master Policy can be found on the Indemnity Fund's website.

20. Complaints

- 20.1. If the Client is not satisfied with Legal Services rendered by an employee or member of the Firm, then the Client is requested to address such concerns to a director of the Firm (**Bryan Hutchinson**) by email (bryan@hutchinsonlaw.co.za) or by telephone (0762717416) to give the Firm an opportunity to improve its performance.
- 20.2. Should the Client still not be happy with the outcome then the Client may raise a formal complaint in writing to a director of the Firm (**Bryan Hutchinson**) by email (bryan@hutchinsonlaw.co.za) or by post or hand delivery to the firm's business address (1214 John Ross House, 20 Victoria Embankment, Durban 4001). The Client may be required to complete a complaint form for this purpose to better understand and resolve the complaint to the Client's satisfaction.

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21. Governing Law and Jurisdiction

The interpretation and application of these Terms are governed by South African law, and, in terms of section 45 of the Magistrates Court Act 32 of 1944, both the Firm and the Client consent to the jurisdiction of the Magistrates Court for a "*district*" or "*regional division*" having jurisdiction, as defined in the said Act and as the case may be, in respect of any cause of action arising from the Mandate. Notwithstanding, either party may at its own election commence an action or application in the High Court of South Africa.

22. Whole Agreement and Variation

22.1. The Terms represent the whole contractual relationship between the Firm and the Client.

22.2. No variation of the Terms is valid unless in writing and signed by both a representative of the Firm and the Client, personally or by the Client's representative, in a manner prescribed by these Terms; provided that the Firm in its sole and absolute discretion may:

22.2.1. Update or supplement the Terms to correct errors and comply with updates to changes in the law, or to publish new Hourly Fees, without notice to the Client, which amendments shall be effective upon the date of publication thereof;

22.2.2. Delete existing provisions, or include new provisions, to the Terms, provided that, the Firm may give notice to the Client of such amendments, in such manner that the Firm deems fit, provided further, the Client is deemed to consent to the said amendments upon the date of publication thereof, or if no objection is received by the Client on or before the due date set out in the said notice (if any); whichever occurs first.